Agenda Item #: 3H-3

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: December 1, 2026 [X] Consent [ ] Regular [ ] Ordinance [ ] Public Hearing

Department: Facilities Development & Operations

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 with:

A) City of West Palm Beach for event parking at the Judicial Center Surface Lot on September 5, 2026, with an operational fee of $400;

B) Healthy Mothers/Healthy Babies Coalition of Palm Beach County, Inc., for prenatal and postpartum care group meetings at the Delray Beach Health Center from December 12, 2025, through September 30, 2026, without a license or operational fee.

C) Friends of the Mounts Botanical Garden, Inc., for the Garden of Lights event at the Mounts Botanical Garden for the period of October 28, 2025, through January 31, 2026, without a license or operational fee; and

D) United Parking Systems Inc, for parking at the Judicial Center Parking Garage, Surface Lot, Governmental Center Garage, and 4th Street parking lot for the Palm Beach County Boat Show for the period of March 25, 2026, through March 29, 2026, with a license fee of $27,500.

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 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 Agreements are now being submitted to the BCC as receive and file agenda items. The license and operational fees are recorded to the Facilities Development and Operations revenue account. There is no fiscal impact associated with the other items. **Countywide (MWJ)**

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:

1. License Agreement – City of West Palm Beach
2. License Agreement – Healthy Mothers/Healthy Babies Coalition of Palm Beach County, Inc.
3. License Agreement – Friends of the Mounts Botanical Garden Inc.
4. License Agreement – United Parking Systems Inc.

Recommended By: MJ _____ 10.29.2026
Department Director **Date**

Approved By: _____ 11/4/26
Chief Deputy County Administrator **Date**

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2027	2028	2029	2030	2031
Capital Expenditures					
Operating Costs					
External Revenues	($27,900)	(0.00)	(0.00)	(0.00)	(0.00)
Program Income (County)					
In-Kind Match (County					
NET FISCAL IMPACT	($27,900)	(0.00)	(0.00)	(0.00)	0.00
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget: Yes ____ No X
Is this item using Federal Funds: Yes ____ No X
Is this item using State Funds: Yes ____ No X

Budget Account No:
Fund 0001 Dept 410 Unit 4240 Revenue Source 6999 Amount $400.00
Fund 0001 Dept 410 Unit 5250 Revenue Source 6999 Amount $27,500.00

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

The license and operational fees totaling $27,900 are recorded to the Facilities Development and Operations revenue account. There is no fiscal impact associated with the other items.

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

_____ 10/30/26
OFMB 10/30 KK 10/30

_____ 11/2/26
Contract Development and Control
ZG 11.2.26

B. Legal Sufficiency:

_____ 11/3/26
Chief Assistant County Attorney

C. Other Department Review:

_____
Department Director

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

Attachment #1

City of West Palm Beach/License Agreement
31046.001

STANDARD LICENSE AGREEMENT
FOR USE OF COUNTY-OWNED PROPERTY

This License Agreement made and entered into September 3, 2026, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "County" and City of West Palm Beach, hereinafter referred to as "Licensee".

WITNESSETH:

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

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

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

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

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

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

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

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

3. **License Fee**
No License Fee is assessed for the Application. Licensee may be required to pay charges for custodial, set-up or special requirements as indicated on the Application.

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

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

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

7. **Non-Discrimination**
The County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution 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**
Without waiving the right to sovereign immunity as provided by section 768.28, Florida Statutes, (Statute), the Licensee represents that it is self-insured with coverage subject to the limitations of the Statute, as may be amended.

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

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

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

Should Licensee contract with a third-party (Contractor) to perform any service related to the

License, Licensee shall require the Contractor to provide the following minimum insurance:

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

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

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

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

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

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

15. **Entire Agreement**
This License Agreement and any Exhibits attached hereto and forming a part thereof as if fully set forth herein, constitute all agreements, conditions and understandings between County and Licensee. All representations, either oral or written, shall be deemed to be merged into this License Agreement. Except as herein otherwise provided, no subsequent alteration, waiver, change or addition to this License Agreement shall be binding upon County or Licensee unless reduced to writing and signed by them.

16. **Notices**
All notices and elections (collectively, "Notices") to be given or delivered by or to any party hereunder shall be in writing and shall be (as elected by the party giving such notice) hand

delivered by messenger, courier service, or national overnight delivery service, telecopied or 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:

City of West Palm Beach Community Events Division
Attn: Jessica Kelly, Community Events Supervisor
401 Clematis Street
West Palm Beach, FL 33401

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

17. **Severability**

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

18. **WAIVER OF JURY TRIAL**

THE PARTIES HERETO WAIVE TRIAL BY JURY IN CONNECTION WITH PROCEEDINGS OR COUNTERCLAIMS BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER, IN CONNECTION WITH THIS LICENSE AGREEMENT.

19. **Governing Law and Venue**
This License Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the License Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida.

20. **Recording**
Licensee shall not record this License Agreement, or any memorandum or short form thereof in the public records of Palm Beach County. Any such recording shall constitute a default hereunder and shall result in immediate termination of this License Agreement.

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

22. **Palm Beach County Office of the Inspector General**
Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General is authorized with the power to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

23. **No Third Party Beneficiary**
No provision of this License Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this License Agreement, including but not limited to any citizen or employees of the County and/or Licensee.

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

Remainder of this page left intentionally blank

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

WITNESS:

By: Shaquita Edwards
Signature

Shaquita Edwards
Printed Name

CITY ATTORNEY'S OFFICE
Approved as to form and legality
By:

LICENSEE: CITY OF WEST PALM BEACH

By:
Signature

KEITH A. JAMES
Printed Name

MAYOR
Title

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

By: Jason Crosby A. FOR
Digitally signed by Jason Crosby A.
DN: DC=org, DC=pbcgov, OU=Enterprise, OU=FDO, OU=Users, CN=Jason Crosby A., E=JCrosby@pbc.gov
Date: 2026.09.03 09:36:12-04'00'

Director, Facilities Development & Operations

APPROVED AS TO LEGAL SUFFICIENCY

By: ybh *Y. Herman*
County Attorney

APPROVED AS TO TERMS AND CONDITIONS

By: NR *Natalia Restrepo*
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: City of West Palm Beach Community Events Division
Name of Organization/Licensee: City of West Palm Beach
Address: 401 Clematis Street
City: West Palm Beach State: FL Zip: 33401
Phone: (561) 822–1515 Email: jakelly@wpb.org
Name of the Authorized Representative : Jessica Kelly
Type of Entity: ☒ Public Agency ☐ Non-Profit ☐ Other (Specify) _____

2. REQUESTED PROPERTY

Name of Property: (Please include room or area requested) Judicial Center Surface Lot
Address: 505 Banyan Blvd
City: West Palm Beach State: FL Zip: 33401

3. NATURE OF USE: (Please check one)

☐ Training ☐ Educational ☐ Recreational ☐ Meeting
☐ Non-profit Event ☒ Other Event Parking

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

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

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

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

Event Parking

4. FOOD AND BEVERAGE

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

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

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

5. DATE AND TIME OF USE

Date(s) of Use: September 5, 2026

Time(s) of Use: 5:00 P.M. – 10:00 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 ☐ Other (Specify) _____

8. VENDORS

List all vendors of the Event: N/A

9. ADVERTISING

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

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

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

1. FEES AND ADDITIONAL CHARGES

☐	License Fees	$ _____
☐	Custodial Fees	$ _____
☒	Service Costs	$ 400.00
☐	Other Costs	$ _____

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

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

_____ **Date:** 9-1-2026

Signature of Authorized Representative

KEITH A. JAMES, MAYOR

Printed Name and Title of Authorized Representative

CITY ATTORNEY'S OFFICE
Approved as to form and legality
By: _____

APPROVED BY:

Jason Crosby A. Digitally signed by Jason Crosby A. DN: DC=org, DC=pbcgov, OU=Enterprise, OU=FDO, OU=Users, CN=Jason Crosby A., E=JCrosby@pbc.gov Date: 2026.09.03 09:36:29 -04'00' FOR

_____ **Date:** _____

Director, Facilities Development & Operations Department

OTHER DEPARTMENTAL REVIEW (If necessary):

_____ **Date:** _____

Signature of Director of Department

EXHIBIT "A-1"
Special Conditions of Use

1. The Judicial Center Parking - Surface Lot ("Premises") shall be used solely and exclusively for parking of vehicles. No other use is permitted. All additional parking facilities will remain closed during the event.

2. County parking staff shall be onsite to open and close the Premises at the requested times. Licensee shall pay a fee of **$400.00** in operational costs for staffing charges. Payment shall be due no later than ten (10) days prior to the event.

3. The entrance and exit gates on Banyan Blvd. and Rosemary Ave. will remain open for the duration of the event. At the end of the event, the gates will be locked by County parking staff. Any vehicle remaining in the lot after the gate is locked will not be able to be accessed until the next business day. Vehicles not removed before the gate is locked may also be subject to being ticketed, booted or towed.

4. Licensee shall not charge any fees for parking on the Premises.

5. Licensee shall make arrangements with the City of West Palm Beach Police Department to patrol the Premises and provide traffic control during the event.

6. Licensee is solely responsible for vehicle safekeeping and the securing of all vehicles parked on the Premises until all of the parked vehicles for the event are removed from the Premises, and for the safety and security of anyone utilizing the Premises. Licensee is solely responsible for all costs, claims, demands or actions arising from vehicles that are locked in overnight, including but not limited to, towing costs, damage, destruction or theft and any damage, destruction or vandalism to the Premises.

7. During Licensee's use, County is not responsible for the safety and security of anyone utilizing the Premises, or of the vehicles parked on the Premises.

8. County shall perform any repair and/or clean up required after Licensee's use and shall invoice Licensee for the cost of same. All payments for such costs are due within thirty (30) days of the invoice date.

9. Licensee shall not post signs, banners, posters or any other displays on the Premises without the approval of the County Representative.

10. Prior to placing any signage in or on the Premises, Licensee shall coordinate an on-site visit with the County's Representative as identified below. Licensee shall comply with any additional conditions which result from such on-site visit. Licensee shall be responsible for the placement and removal of all signage.

11. No alcoholic beverages shall be sold, used or consumed at the Premises.

12. Smoking is prohibited on the Premises, pursuant to the provisions of Countywide PPM CW-P-036, as may be amended from time to time.

13. Licensee shall not employ alternative electrical power sources at the Premises.

14. Licensee shall not employ noise amplification devices unless approved by County.

15. All accidents or incidents occurring at the Premises shall be immediately reported by the Licensee to on-duty County parking garage staff.

16. **Contact Information**

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

    County Representative:
    William Dart: office (561) 355-3235; cell (561) 909-5935

    Licensee Representative:
    Jessica Kelly: (561) 822-1515

17. Commencement of use of the Premises indicates acceptance, by the Licensee, of the Special Conditions of Use as set forth herein

INVOICE

Facilities Development & Operations Department

2633 Vista Parkway
West Palm Beach, FL 33411

Telephone - (561) 233-0200
Facsimile - (561) 233-0206
www.pbcgov.com/fdo

Palm Beach County Board of County Commissioners

Sara Baxter, Mayor

Marci Woodward, Vice Mayor

Maria G. Marino

Gregg K. Weiss

Joel G. Flores

Maria Sachs

Bobby Powell, Jr.

County Administrator
Joseph Abruzzo

"An Equal Opportunity Employer"

Board of County Commissioners - Palm Beach County

Facilites Development & Operations
Attn: Melicia Wilson, Contract Manager
2633 Vista Parkway
West Palm Beach FL, 33411

DATE September 3, 2026

TO: City of West Palm Beach

RE: County Facility Use Permit Application for Judicial Center Parking Surface Lot

EVENT DATE	PAYMENT TERMS	DUE DATE
9/5/2026	See Due Date	9/5/2026

Special Notes/Request

Parking fee for use of County-owned property.

DESCRIPTION	QUANTITY	UNIT PRICE	LINE TOTAL
Custodial Services (2 Custodians)		$ 44.00	
Technical Support (Regular Hours)		$ 65.00	
Technical Support (AfterHours/Emergency)		$ 97.50	
Escort Fee		$ 75.00	
Facility Management (Flat Rate)		$ 40.00	
License Fee		1.00	
Operational Cost	$ 400.00	1.00	$ 400.00
Other Costs		1.00	
		TOTAL	$ 400.00

Make all checks payable to: **Board of County Commissioners - Palm Beach County**

THANK YOU

HMHB /License Agreement – Delray Beach Health Center

STANDARD LICENSE AGREEMENT
FOR USE OF COUNTY-OWNED PROPERTY

This License Agreement made and entered into December 12, 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**

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

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

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

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

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

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

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

7. **Non-Discrimination**
The County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution 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.

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.

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

24.01 Licensee warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of the Licensee's contractors and subcontractors performing any duties and obligations under this License are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

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

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

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

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

26. **Human Trafficking Affidavit**

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

Remainder of this page left intentionally blank

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

WITNESS:

By: _____
Signature

Lisa Greenwood
Printed Name

LICENSEE:

By: _____
Signature

Michelle Gonzalez
Printed Name

Chief Executive Officer
Title

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

By: Jason Crosby A. Digitally signed by Jason Crosby A. DN: DC=org, DC=pbcgov, OU=Enterprise, OU=FDO, OU=Users, CN=Jason Crosby A., E=JCrosby@pbc.gov Date: 2025.12.11 20:51:48-05'00' Acting
Director, Facilities Development & Operations

APPROVED AS TO LEGAL SUFFICIENCY

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

APPROVED AS TO TERMS AND CONDITIONS

By: MR Natalia Restrepo Digitally signed by Natalia Restrepo DN: DC=org, DC=pbcgov, OU=Enterprise, OU=FDO, OU=Users, CN=Natalia Restrepo, E=NRestrepo@pbcgov.com Reason: I am the author of this document Location: Date: 2025.12.03 16:48:41-05'00' Foxit PDF Editor Version: 12.1.0
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 Coalition of PBC, Inc
Address: 842 N. Military Trail
City: West Palm Beach State: FL Zip: 33415
Phone: (561) 665 – 4500 Email: mgonzalez@hmhbpbc.org
Name of the Authorized Representative : Gonzalez, Michelle
Type of Entity: ☐ Public Agency ☒ Non-Profit ☐ Other (Specify) _____

2. REQUESTED PROPERTY

Name of Property: (Please include room or area requested) Florida Department of Health, Delray Beach Health Center
Address: 225 S. Congress Avenue
City: Delray Beach State: FL Zip: 33445

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: 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? ☒ Yes ☐ No (Snacks)

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 ☐ Other (Specify) _____

8. VENDORS

List all vendors of the Event: N/A

9. ADVERTISING

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

If yes, by what means?: ☐ Radio ☐ TV ☑ Other HMHB Outreach and Marketing

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

1. FEES AND ADDITIONAL CHARGES

☐	License Fees	$ N/A
☐	Custodial Fees	$ N/A
☐	Service Costs	$ N/A
☐	Other Costs	$ N/A

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

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

Signature of Authorized Representative — **Date:** 9/23/2025

Michelle Gonzalez, CEO

Printed Name and Title of Authorized Representative

APPROVED BY:

Jason Crosby A. Digitally signed by Jason Crosby A. DN: DC=org, DC=pbcgov, OU=Enterprise, OU=FDO, OU=Users, CN=Jason Crosby A., E=JCrosby@pbcgov Date: 2025.12.11 20:51:20-05'00' Acting — **Date:** _____

Director, Facilities Development & Operations Department

OTHER DEPARTMENTAL REVIEW (If necessary):

_____ — **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 session room 2-124, staff room 2-103c, and provider room 2-125 at the Delray Beach 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 Delray Beach Health Center Community Health Nursing Consultant, Bonita Wright (561-232-8999; Bonita.Wright@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 Mothers, Healthy Babies Coalition of Palm Beach County, Inc. (Licensee) and attest that Licensee does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

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

(signature of officer or representative)

Michelle Gonzalez Chief Executive Officer
(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, 2nd day of December 2025, by Michelle Gonzalez.

Personally known ☑ OR produced identification ☐.

Type of identification produced NA.

NOTARY PUBLIC
My Commission Expires:5/11/2025
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 October 29, 2025, by and between Palm Beach County, a political subdivision of the State of Florida hereinafter referred to as "County" and Friends of Mounts Botanical Garden, Inc., a Florida Not for Profit Corporation, hereinafter referred to as "Licensee".

WITNESSETH:

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

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

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

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

1. **Premises**

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

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

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

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

3. **License Fee Wavier**
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.

Business Auto Liability: Licensee shall maintain Business Auto Liability insurance at a limit of liability not less than $1,000,000 combined single limit for property damage and bodily injury each accident. This requirement may be satisfied by endorsement to the Commercial General Liability policy.

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

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

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

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

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

12. **Utilities**

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

13. **Rules of Premises**

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

14. **Subcontracting**

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

15. **Entire Agreement**

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

16. **Notices**

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

(a) If to the County at:

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

Friends of the Mounts Botanical Garden, Inc.
559 N. Military Trail, West Palm Beach, FL 33415
Fax: (561) 685-7244

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

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

18. **WAIVER OF JURY TRIAL**
THE PARTIES HERETO WAIVE TRIAL BY JURY IN CONNECTION WITH PROCEEDINGS OR COUNTERCLAIMS BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER, IN CONNECTION WITH THIS LICENSE AGREEMENT.

19. **Governing Law and Venue**
This License Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the License Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida.

20. **Recording**
Licensee shall not record this License Agreement, or any memorandum or short form thereof in the public records of Palm Beach County. Any such recording shall constitute a default hereunder and shall result in immediate termination of this License Agreement.

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

22. **Palm Beach County Office of the Inspector General**
Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General is authorized with the power to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

23. **No Third Party Beneficiary**
No provision of this License Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this License Agreement, including but not limited to any citizen or employees of the County and/or Licensee.

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

24.01 Licensee warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of the Licensee's contractors and subcontractors performing any duties and obligations under this License are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

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

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

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

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

26. **Human Trafficking Affidavit**

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

Remainder of this page left intentionally blank

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

WITNESS:

By, _____
Signature

Kathleen Fitzgerald
Printed Name

LICENSEE:

By: _____
Signature

Scott D. Scoy/ //
Printed Name

Pfesicferifj F/l/1^3^
Title

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

By: Jason Crosby A. Digitally signed by Jason Crosby A DN: DC=org, DC=pbcgov, OU=Enterprise, OU=FDO, OU=Users, CN=Jason Crosby A., E=JCrosby@pbc.gov Date: 2025.10.29 12:35:29-04'00' Acting
Director, Facilities Development & Operations

APPROVED AS TO LEGAL SUFFICIENCY

Michael W. Jones
Digitally signed by Michael W. Jones DN: DC=org, DC=pbcgov, OU=Enterprise, OU=CATT, OU=Users, CN=Michael W. Jones, E=MJones@pbc.gov Reason: I am the author of this document Location: Date: 2025.10.29 11:12:07-04'00' Foxit PDF Editor Version: 12.1.0
County Attorney

APPROVED AS TO TERMS AND CONDITIONS

By: Mark Broderick
Digitally signed by Mark Broderick DN: DC=org, DC=pbcgov, OU=Enterprise, OU=FDO, OU=Users, CN=Mark Broderick, E=MBroderick@pbc.gov Reason: I am the author of this document Location: Date: 2025.10.27 14:32:30-04'00' Foxit PDF Editor Version: 12.1.0
Mark Broderick, Director
FDO Business Operations

Exhibit "A"

APPLICATION FOR LICENSE TO USE COUNTY-OWNED PROPERTY

APPLICATION FOR LICENSE TO USE
COUNTY-OWNED PROPERTY

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

Facilities Development & Operations Department (FDO)
PBCFacilityUsePermit@pbc.gov
2633 Vista Parkway
West Palm Beach, FL 33411-5603
ATTN: Director
Telephone: 561-233-5252
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: Scott Scovill, President of the Board of Directors

Name of Organization/Licensee: Friends of the Mounts Botanical Garden, Inc.

Address: 559 N. Military Trail, West Palm Beach, Fl. 33415

Telephone: Office (561) 233-1757

Email:

Name and Title of Authorized Representative: Scott Scovill, President of Board of Directors

Type of Organization: Public Agency Non-Profit X Other (Specify) _____

2. REQUESTED PROPERTY

Name and Address of Property Requested (Include property address, name of facility, room or area requested, as applicable): See Attached Exhibit "A-1"

3. USE

Nature of Use (Please check one): Training ____ Educational _____

Recreational ____Meeting ____ Non-Profit Event X____ Other _____

Does Use include the sale of Goods and/or Services? Yes X____ No_____

Will User charge an Admission Fee and/or Participation Fee? Yes X No _

Amount to be charged for Admission Fee and/or Participation Fee: See Attached Exhibit "A-1."

Detailed Description of the Nature and Purpose of Use (Attach additional sheets, as necessary): See Attached Exhibit "A-1."

4. FOOD AND BEVERAGE

Use includes food and/or beverages? Yes __X__ No___

Use includes the sale, use or consumption of alcohol? Yes _____ No __X*__

* Notwithstanding the above selection, alcohol is permitted during Special Events as outlined in Exhibits A-1 and A-2 of the License Agreement.

5. DATE

Date(s) of Use: Various dates between October 28, 2025 through January 31, 2026 (See Attached Exhibit "A-1")

Time(s) of Use: 5:00-10:30 p.m. _____ AM/ PM _____ AM/ PM

6. EQUIPMENT

Amount of Equipment Requested: Tables __n/a__ Chairs __n/a__

All equipment contained or used within the property is subject to approval by FDO.

7. ADDITIONAL USERS

Organization(s) participating in use, if other than Applicant (Attach additional pages to list more organizations/individuals): N/A_____

Organization Name: _____

Address:_____

Phone: _____ Fax:_____ E-mail_____

_____

Status: Non Profit _____ Profit_____ Other _____(Explain)

Contact Person: _____

8. VENDORS

List all vendors of the event:

See Ex. A-1 (F) regarding List of Vendors & Vendor Insurance requirements.

9. ADVERTISING

Will the event be advertised to the public? Yes ___X___ No_____

If yes, by what means?: Radio _X__ TV __ Internet ___X___ Other Newspaper Ads, Mailers, Banners posted in the Community

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

1. FEES AND ADDITIONAL CHARGES

_____	License Fees	$See attached Exhibit "A-1"
_____	Custodial Costs	$_____
_____	Service Costs	$_____
_____	Other Costs	$_____

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

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

_____ **Date:** 10-15-2025
Signature of Authorized Representative

JAIME E. MAY, EXECUTIVE DIRECTOR
Printed Name and Title of Authorized Representative

APPROVED BY:

Jason Crosby A. Digitally signed by Jason Crosby A. DN: DC=org, DC=pbcgov, OU=Enterprise, OU=FDO, OU=Users, CN=Jason Crosby A., E=JCrosby@pbc.gov Date: 2025.10.29 12:36:07-04'00' Acting **Date:** _____
Director, Facilities Development & Operations Department

OTHER DEPARTMENTAL REVIEW (If necessary):

_____ **Date:** _____
Signature of Director of Department

Exhibit "A-1"
Special Conditions of Use

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

A. Purpose

1. This Agreement is limited to providing access and use of the Premises to Licensee for the purpose of hosting a multi-evening event, known as the "Ilumina, A Tropical Garden Lantern Festival" ("Event"). This Event shall showcase professionally installed Chinese lantern light displays in and around the Premises, providing Palm Beach County residents with an evening destination to enjoy festive lighting during the holiday season.

B. Premises

1. County grants Licensee the right, license and privilege of accessing and using the property located at 531 N. Military Trail, West Palm Beach, Florida 33415, more commonly known as the "Mounts Botanical Garden of Palm Beach County" (Garden), for this Event.

C. Term & Time of Use

1. The term of this License Agreement will be from October 28, 2025 through January 31, 2026.
2. During this period, Licensee shall have use and access of Premises to install the lighting displays, host the Event, and breakdown the lighting displays.
3. County recognizes and acknowledges that Licensee's Lighting Vendor shall need access prior to the start of the Event opening to the general public, and following the Event to set-up and breakdown the lighting displays. Licensee and County agree to work together to establish the most convenient times to conduct these activities.
4. The Event shall be open to the public from November 12, 2025 – January 4, 2026, and the hours are 5:30 p.m. through 10:30 p.m., each night, including weekends. For each Event date open to the public, Licensee's staff and/or vendors shall ensure that the admission of new guests ceases at 9:45 p.m. and that the general public shall have vacated the Garden by 10:45 p.m.
5. From Wednesdays through Sundays during the period the Event is open to the public, the Event will be open to the general public. On Mondays and Tuesdays during the period the Event is open to the public, Licensee may hold Special Events.
6. Special Events and Premium Access. Licensee may hold Special Events as set forth in Exhibit A-2.
7. For Licensee's staff and vendors, set up for the Event shall begin each day the Event is open to the public at 4:30 p.m. and Licensee's staff and vendors shall vacate the Premises by 12:00 a.m. each evening. If additional time is warranted, Licensee shall advise County accordingly as to the amount of extra time needed on the specific day to accomplish their duties.

D. Incorporation of the Event Logistics Plan

1. Licensee agrees to abide by and follow the "Event Logistics Plan" created by the parties to set forth Licensee's duties and responsibilities regarding the logistics of hosting the Event. The "Event Logistics Plan" is hereby incorporated into this Agreement by reference and attached hereto as Exhibit "A-2."
2. **Security.**
    i. The safety and security of County residents attending the Event is of

paramount importance.

ii. Licensee shall fund five (5) to six (6) security guards to handle security and crowd control on the Premises. One of the security guards shall be a rover, continually walking all areas of the Premises during the hours the Event is open to the public. The five (5) to six (6) security guards shall be present for a half hour before, during, and a half hour after the Event is open to the Public.

iii. One (1) security guard will be present overnight at the garden during the duration of the Event.

iv. Licensee shall have sufficient staff, as detailed below, to further ensure the safety and security of all visitors to the Event.

3. **Traffic Control & Parking.**

i. During the Event, Licensee shall have two (2) to three (3) uniformed Palm Beach Sheriff Officers (PBSO) present to assist with traffic and crowd control, and to ensure that the traffic flow between the Premises and the parking areas designated in the Event Logistics Plan runs in an orderly manner.

a. Licensee is required to provide County with evidence that extra duty Palm Beach County Sheriff's Officers have been retained for traffic and crowd control during the entire term of use. Licensee shall be required to contact the PBSO Contract Office directly at 561-687-6817 or 561-687-6818 or visit the PBSO website to obtain the Application for Extra Duty Police Service and shall email proof of the permit issuance and staffing to mwilson@pbc.gov, no later than November 1, 2025. Failure to obtain and provide proof shall result in cancellation of this License.

b. Licensee is encouraged to submit the application to PBSO as soon as possible to increase probability of PBSO being able to accommodate the requested dates.

ii. Licensee shall fund at least nine (9) parking attendants for the parking areas designated in the Event Logistics Plan to ensure that the traffic flow within the parking areas and the ingress/egress to and from the parking area runs in an orderly manner. Licensee shall have additional parking attendants on-call, if needed.

iii. Licensee shall identify, delineate or otherwise mark-off a safe and clear pedestrian path from each parking area designated in the Event Logistics Plan to the Premises.

iv. Licensee shall post parking instructions on electronic signs, social media and other collateral media to ensure the general public is informed about parking locations and parking availability.

4. **Premises Safety.**

i. The lighting displays shall be set up in consultation with the County Cooperative Extension Service and shall align with the Premises' central walkway, which shall be staked with pathway lights.

ii. All other areas within the Premises, with the exception of the restroom facilities, shall be restricted and roped off from Public access each evening before opening for the Event, as more specifically designated in the Event Logistics Plan. Licensee's staff and/or vendors shall continuously monitor these restricted areas and require the Public only stay on the main, lighted

pathways.

iii. Licensee shall inspect the Premises after each evening and before opening to the public the following day to ensure that no damage has been done to the Premises and, if damage has been done, to document and repair such damage before opening to the Public.

5. **Total Staffing.**
   i. Licensee shall have sufficient staffing to ensure the security and safety of all visitors and the protection of the Premises, the garden, and the light displays.
   ii. At a minimum, Licensee shall have 33 staff members on site for each night the Event is open to the general public, including the following:
      a. Two to Three (2-3) Uniformed Palm Beach County Sheriff Officers for Traffic Control for every night of the Event.
      b. Five (5) to Six (6) security guards as detailed above for every night of the Event. One (1) security guard will be present overnight for the duration of the Event.
      c. Nine (9) parking lot attendants for the parking areas designated in the Event Logistics Plan for every night of the Event. Licensee shall have additional parking attendants on-call, if needed.
      d. Four (4) to Five (5) ticket and admissions attendants to handle processing admission fee and distributing tickets for every night of the Event.
      e. Six (6) to seven (7) additional staff responsible for generally monitoring the parking areas and grounds to ensure the Public does not venture into any restricted areas on the Premises for every night of the Event.
      f. One (1) paramedic on the Premises during Event hours.
      g. One (1) dedicated staff member to monitor the generators whenever the generators are in use.
      h. Three (3) to five (5) custodial workers.
      i. One (1) to two (2) operations manager(s) that is/are responsible for all Event operational activities.
   iii. If attendance fails to meet projections or Licensee otherwise concludes after the Event has started that certain required staffing is not needed, or not needed on certain nights, Licensee may propose in writing alternate staffing to the County. County, in its sole discretion, may either grant or deny the request.
   iv. For Special Event nights, Licensee shall have sufficient staff present to ensure the safety and security of all attendees and ensure that the garden and grounds are properly maintained.

6. **Emergency Management.**
   i. For accidents or injuries on the Premises that require emergency response, Licensee shall call 911.
   ii. For each night of the event, Licensee shall have one paramedic on the Premises.
   iii. Licensee shall be responsible for providing emergency access to the Premises during the authorized hours of use as set forth in this Agreement.
   iv. Licensee shall follow the Emergency Management and Storm Preparedness Plan protocol as set forth in the Event Logistics Plan.
   v. For any incident, Licensee shall complete the County Event Incident

Report.

vi. For any incident, Licensee shall report the incident to Facilities Management at 561-233-4452.

7. **PBI Compliance.**
   i. Due to the proximity of the Premises to the Palm Beach International Airport ("PBI") and the potential for pilot distraction from the light displays, Licensee shall meet with and abide by all restrictions from PBI in regard to the type and intensity of the lighting displays that can be used during the Event.
   ii. Prior to the Event start date, Licensee shall advise County, in writing, that Licensee has met with PBI and that the light displays are in compliance with PBI's requirements.
8. **Food & Beverage Vendors.**
   i. When the Event is open to the general public, Licensee is permitted to have food vendors to sell food and non-alcoholic drinks during the hours of the Event as long as each vendor provides proof of insurance as required below.
   ii. For Special Events, Licensee is permitted to use caterers to provide food and beverages, including alcoholic beverages, as long as each vendor and Special Event sponsor provide proof of insurance as required below.
9. **Generator Vendor.**
   i. Licensee is permitted to hire a vendor(s) to supply sufficient power generators to power the light displays and lights for parking areas as long as the vendor provides proof of insurance as required below.
   ii. Whenever the generators are in use, Licensee will have a dedicated staff member monitoring the generators.
   iii. During setup of the generators, Licensee shall contact the County's Facilities Management Division to review and approve the generator setup and Licensee will make any and all changes required by the County's Facilities Management Division.
10. **Restrooms & Custodial Services.**
   i. Licensee is permitted to hire a vendor(s) to provide portable restrooms and custodial staff to ensure that the Premises are clean after each Event night.
   ii. Licensee is responsible to add additional custodial staff as needed to ensure that the garden and grounds are clean and in as of good condition as prior to the Event each night.

E. Licensee's Duties

1. Licensee shall assume all safety and security duties and responsibilities as it relates to the Premises as well as Licensee's vendors, employees, agents, contractors, volunteers, and public users of the Premises, and all of their respective vehicles, during the authorized hours of use as set forth in this Agreement.
2. Licensee is solely responsible for staffing and collection of revenue generated.
3. Licensee shall immediately report to Facilities Management at 561-233-4452, prior to leaving the premises for the evening, any damage to the Premises and/or incident, accident, or injury occurring on the Premises, or at the entrance/exits of the Premises, requiring a police or emergency response and occurring during the Licensee's use. Licensee is responsible for taking immediate action to barricade off damaged or unsafe areas from use, and post warning signs, or take such other steps as reasonably required in the situation to prevent further damage and/or

injury to persons or property. County shall perform any necessary repairs and Licensee shall reimburse County for the costs of any damage to the facility occurring during Licensee's use.

4. Licensee shall be solely responsible for all costs and expenses incurred by County in returning the Premises to its original condition, which shall include, but not be limited to, the cost of towing abandoned vehicles and all costs and expenses of cleaning up litter or debris following the use.
5. Licensee shall reimburse County within ten (10) days of invoice date for all costs and expenses incurred by County as set forth above.
6. Licensee shall remove any litter from the Premises on a daily basis and keep the Premises clean and clear of litter so as to prevent the Premises from becoming unsightly.
7. Licensee shall provide routine spill maintenance and/or barricade off areas of the Premises that become unsafe, slippery or wet during the licensed use until such time that Licensee has appropriately addressed and cleaned the area.
8. Licensee shall not employ alternative electrical power sources without the approval of FDO.
9. Licensee shall be responsible for all deliveries of equipment or other objects to the Premises.
10. Licensee shall not store, possess or use drugs or gambling devices at the Premises or permit others to do so.
11. Smoking is prohibited on the Premises, pursuant to the provisions of Countywide PPM CW-P-036, as may be amended from time to time.
12. 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"
13. Commencement of use of the Premises indicates acceptance, by Licensee, of the Special Conditions of Use set forth herein.

F. Licensee's Vendors & Insurance

1. Licensee's list of vendors is set forth in the Event Logistics Plan. At least 10 days prior to the Event, Licensee shall provide County with certificates of insurance from all such Vendors which evidence that such Vendors have insurance at least equal to the coverage and limits referenced in paragraph 11 of this Agreement.
2. In addition, for catering services, Licensee shall engage a Florida licensed and insured caterer who shall provide County with proof of licensure and provide County with proof of Commercial General Liability Coverage at a limit of liability of not less than $1,000,000 Each Occurrence. For Special Events involving alcohol, Licensee shall obtain any licenses or permits required by the State of Florida and shall provide County with proof of licensure and liquor liability insurance coverage in the amount $1,000,000 from the caterer and the Special Event host. Insurance coverage may also be provided by way of a Commercial General Liability policy utilizing Liquor Liability endorsement CG 24 08.
3. All Licensee's Vendors shall add Licensee as well as County to the commercial general liability as an "additional insured" with a CG 2026 Additional Insured-Designated Person or Organization endorsement or similar endorsement. For County, 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."

4. Licensee acknowledges that it is solely liable for, and shall indemnify and hold County harmless as further detailed under section J, any and all damage to Licensee's Vendors' equipment, including, but not limited to, the light displays, generators and all attendant equipment.

G. License Fee Waived

1. Since the Event is to promote community interest and welfare, and Licensee will not realize a profit from the activity, no license fee shall be assessed. Licensee may be required to pay charges for custodial, set-up, audio and electrical system support or other special requirements. All revenue collected in excess of expenses will be used only for future projects which benefit Mounts Botanical Garden.

H. Event Admission Fee

1. County authorizes Licensee to charge the following admission fees: $26 for Adults, $26 for Seniors; and $10 for children under 18. For Mounts Botanical Garden Members, admission fees are: $16 for Adults and Seniors and $2 for children under 18. Group sale discounts may also be applied.

I. Event Expenses, Revenue & Revenue Distribution

1. Licensee shall maintain a record of expenses, revenue (by date), and the distribution of the revenue following the Event.
2. Expenses include, but are not necessarily limited to, the following:
    i. Cost of the Exhibit
    ii. Event Staffing
    iii. Advertising
    iv. Miscellaneous (CPA, Materials, Signage, etc.)
    v. County Expenses (grounds maintenance, OT/Comp time for County employees)
    vi. Electric Power expense: The 2025 electric power usage shall be calculated as follows: The County Cooperative Extension Service shall assess Licensee the difference in the amount of November and December's 2025's electric bill for Mounts Botanical Garden and the average amount of the December electric bill from the Mounts Botanical Garden in 2023 and 2024.
3. Licensee agrees that any revenue collected in excess of expenses will be used only for future projects which benefit the Mounts Botanical Garden.
4. Within 30 days of the last day of the Event, Licensee shall provide County Cooperative Extension Service with a detailed record of the expenses incurred (with a specific line item expense for any expense exceeding $100), the revenue generated (by date), and the proposed uses of any revenue in excess of expenses.

J. Indemnification

1. This provision supplements section 10, Indemnification of County, of this Agreement.
2. Licensee shall indemnify, protect, defend and hold the County free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines, penalties and damages (including attorney's fees at trial and appellate levels) and causes of action of every kind and character against, or in which County is named or joined, for any damage to property or the environment, economic losses, bodily injury (including death) or any other claim arising in Tort, incurred or sustained by any person or entity, arising out of, or incident to, or in connection with:

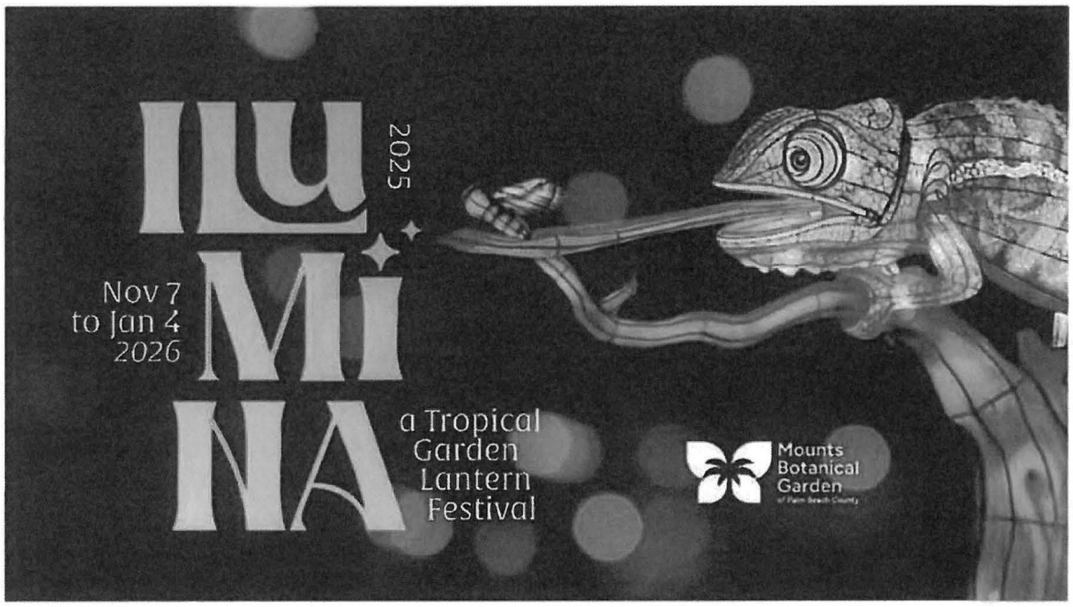
i. Licensee's access and use of the Premises.

3. In the event County shall be made a party to any litigation commenced against Licensee or by Licensee against any third party, then Licensee shall protect and defend and hold County harmless and pay all costs and reasonable attorney's fees incurred by County in connection with such litigation, and any appeals thereof.
4. Licensee further agrees to hold harmless, protect and defend and indemnify County for fines, citations, court judgments, insurance claims, restoration costs, damages, or any other liability resulting from the activities of Licensee under this Agreement, whether or not Licensee was negligent or even knowledgeable of any events precipitating a claim or arising as a result of any situation involving the activities of Licensee.
5. Licensee recognizes the broad nature of this indemnification provision and specifically acknowledges that County would not have entered into this Agreement without Licensee's agreement to indemnify County and further acknowledges the receipt of good and valuable separate consideration provided by County in support hereof in accordance with the laws of the State of Florida.
6. The provisions of this Section shall survive expiration or termination of this Agreement

K. Disclaimer & Release of Liability

1. IN CONSIDERATION OF COUNTY'S AGREEMENT TO ALLOW LICENSEE TO USE THE PREMISES AND CONDUCT THE ACTIVITIES MENTIONED ABOVE, AND OTHER GOOD AND VALUABLE CONSIDERATION THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, COUNTY HEREBY DISCLAIMS, AND LICENSEE 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 STAFF, ITS VENDORS, AGENTS, OR INVITEES DURING THE TERM OF THIS AGREEMENT.
2. THE SCOPE OF THIS RELEASE INCLUDES, BUT IS NOT LIMITED TO, LOSS, DAMAGE, OR INJURY TO ANY TEMPORARY IMPROVEMENTS, VEHICLES, OR PERSONAL PROPERTY OF LICENSEE OR LICENSEE'S STAFF OR LICENSEE'S VENDORS, AGENTS OR INVITEES THAT MIGHT BE PARKED, LOCATED OR STORED ON THE PREMISES INCLUDING, BUT NOT LIMITED TO, THEFT OF SUPPLIES, PERSONAL PROPERTY, EQUIPMENT, MONIES OF LICENSEE, LICENSEE'S STAFF, LICENSEE'S VENDORS, AGENTS OR ITS INVITEES.
3. The provisions of this Section shall survive expiration or termination of this Agreement.

Exhibit "A-2"
Event Logistics Plan



The following event plan serves as the basis for an agreement between Friends of the Mounts Botanical Garden (Friends) and Palm Beach County's Facilities, Development, and Operations (Facilities) department regarding the Friends' proposal to host *Ilumina, A Tropical Garden Lantern Festival* at Mounts Botanical Garden. The plan includes the following areas:

Contents

SUMMARY 4
BRAND STATEMENT 5
LOCATION 6
TIMELINE 7
OPERATING SCHEDULE 8
PARTNERSHIP 9
REVENUE SHARE MODEL 9
ATTENDANCE ESTIMATE 10
OPERATIONAL PLAN 11
- Operations Manager 11
- Manager On Call 11
- Plan Goals 11

VENDORS 12
FEE SCHEDULE 15
- Admissions – Non Members 15
- Admissions – Members 15
- Admissions – Group Sales (12 or more, prebooked) 15
- SPECIAL EVENTS AND PREMIUM ACCESS 16
- SECURITY AND GUEST SAFETY 17
- MEDICAL SERVICES 17

RESTROOMS AND CUSTODIAL SERVICES 18
PARKING AND TRAFFIC MANAGEMENT 18
FOOD AND BEVERAGE SERVICES 19
EMERGENCY PLAN 20
HURRICANE & TROPICAL STORM PREPAREDNESS PLAN 25
RETAIL AND MERCHANDISE 28
ENTERTAINMENT 28
PROGRAMMING ENHANCEMENTS 28

EVENT MAPS – ILUMINA 30

ILUMINA | a Tropical Garden Lantern Festival

presented by the Friends of the Mounts Botanical Garden in partnership with HanArt Culture.

SUMMARY

This holiday lantern event at Mounts Botanical Garden will take place from November 6, 2025, through January 4, 2026, offering Palm Beach County residents and visitors the opportunity to experience a spectacular nighttime exhibition. Produced in partnership with Hanart Culture, *Ilumina* will transform the Garden into an immersive, illuminated landscape celebrating nature, culture, and community. The exhibition is anticipated to attract over 50,000 visitors during its nearly two-month run, positioning Mounts as a premier holiday destination in South Florida. All revenue generated supports the operations of Mounts Botanical Garden.

The event will operate Wednesday through Sunday evenings, with special programming available Monday and Tuesday nights, from 5:30 to 10:30 p.m. In addition to general admission, *Ilumina* will feature premium evenings, sponsor nights, community access nights, and opportunities for private rentals and full Garden buyouts. Ticketed admission will apply to all non-member visitors, with discounted rates available for members. The MBG Garden Shop and Nursery will remain open, offering special merchandise and seasonal items to enhance the visitor experience and generate additional revenue.

BRAND STATEMENT

Step into a WORLD OF WONDER this holiday season as the garden is transformed into Ilumina – a Tropical Garden Lantern Festival—a spectacular evening experience filled with handcrafted lanterns, glowing sculptures, and dazzling displays that celebrate the magic of nature. Inspired by the artistry of traditional lantern festivals, each piece is meticulously designed and illuminated to showcase flowers, trees, animals, and fantastical forms that shimmer against the night sky. Guests will stroll through winding pathways bathed in color and light, discovering immersive photo opportunities, cultural artistry, and surprises around every corner. More than just a holiday outing, the Enchanted Garden of Light invites families, friends, and visitors of all ages to share in a celebration where art, nature, and culture come together in a radiant festival of joy.



LOCATION

Mounts Botanical Garden
331 North Military Trail
West Palm Beach, Florida, 33415

TIMELINE

Activity	Start	Stop
Installation	October 28, 2025	November 4, 2025
Sponsor Preview Night	November 5, 2025	
Open to the Public	November 6, 2025	January 4, 2026
De-Installation	January 5, 2026	January 20, 2026
– as of September 29, 2025		

OPERATING SCHEDULE

	Start
Operating Days	Wednesday through Sunday
	Private Events on Mondays and Tuesdays
Operating Hours	5:30 p.m. – 10:30 p.m.
STAFF HOURS	
Operations Manager	4:00 p.m. to Midnight
Garden MOD	5:00 p.m. to 11:00 p.m.
Exhibit Crew*	4:00 p.m. to Midnight
Guest Services	5:00 p.m. to 11:00 p.m.
Parking Attendants	5:00 p.m. to 11:00 p.m.
Security	5:00 p.m. to 11:00 p.m.
Overnight Security	11:00 p.m. to 7:00 a.m.
Custodial	5:00 p.m. to 11:00 p.m.
**Installation and Deinstallation crews will operate during regular Garden hours of Operation*	

PARTNERSHIP

Friends of the Mounts Botanical Garden, Inc. – a nonprofit organization 531 North Military Trail, West Palm Beach, Florida 33415 (MBG)
HanArt Culture – an international cultural organization 580 W. Crossville Road, Suite 203, Roswell, GA 30075 (HanArt)

REVENUE SHARE MODEL

Revenue Stream	MBG Share	HanArt Share
Ticket Sales	60%	40%
Sponsorship Revenue	100%	0%
Gift Shop	100%	0%
Souvenir Booths	0%	100%
Concessions	100%	0%
Event Rental	100%	0%
Membership Revenue	100%	0%

ATTENDANCE ESTIMATE

Projected attendance is 50,000 – 75,000 visitors during the 2025–2026 exhibition run.

OPERATIONAL PLAN

The Friends of the Mounts Botanical Garden have **contracted professional services to oversee festival operations** for **The Enchanted Garden of Light**.

Operations Manager

A full-time **Operations Manager** has been contracted to provide leadership for all guest services during evening festival hours. The Operations Manager's responsibilities include:

- **Staffing:** Recruiting, training, scheduling, supervising, and, when necessary, terminating temporary staff required for guest services. Roles include ticket sellers, ticket takers, greeters, parking attendants, and gift shop attendants.
- **Guest Experience:** Ensuring that all visitor-facing functions operate smoothly, providing a welcoming and efficient guest experience, and making adjustments as needed during live operations.
- **Financial Oversight:** Supervising all cash-handling and point-of-sale operations, reconciling daily receipts, and providing accurate reporting to Garden management.
- **Health and Safety:** Coordinating with Garden facilities and HanArt to maintain safe pathways, sanitation, lighting, crowd control, and compliance with ADA and fire safety regulations. Responding promptly to incidents and emergencies.
- **Communication:** Acting as the primary contact for nightly operations, reporting directly to Garden leadership, and maintaining clear communication across all teams.

Manager On Call

In addition to the contracted Operations Manager, Friends of the Mounts Botanical Garden will assign a **Manager On Call** from its permanent staff each evening. This role will:

- Support the Operations Manager in resolving guest complaints, emergencies, or staffing challenges.
- Serve as the link between nightly operations, Garden executive leadership, and HanArt representatives.
- Ensure that operational decisions reflect the Garden's mission and standards.

Plan Goals

- Guarantee a **safe, clean, and enjoyable guest experience** for all attendees.
- Establish clear **accountability and leadership** for staffing, finances, and operations.
- Maintain strong **customer service standards** through staff training and oversight.
- Provide **reliable reporting and communication** to Garden management and stakeholders.

VENDORS

Exhibition Services Contractor & Presenting Partner

- **Hanart Culture**
  580 W. Crossville Road, Suite 203, Roswell, GA 30075
  Phone: 855-618-8188 / 972-878-8817
  Contact: George Zhao — george@hanartculture.com

Operations Management

- **Purpua, LLC**
  7131 Lockwood Road, Lake Worth, FL 33467
  Phone: 561-358-1739
  Contact: Tatiana Velasquez — tatiana@purpua.com

Power / Generators

- **Sunbelt Rentals**
  766 Pike Rd., Suite A, West Palm Beach, FL 33411
  Phone: 561-473-6045
- **United Rentals**
  3400 NW 15 St., Lauderhill, FL 33311
  Phone: 954-797-3867

Security

- **General Security Services, LLC**
  5171 10th Avenue North, Greenacres, FL 33463
  Phone: 561-649-3110
  Contact: Arelys Rosello — arelys@generalsecurityguard.com

Law Enforcement

- **Palm Beach County Sheriff's Office** (Off-Duty Officers)

Primary Food Vendor (Nightly)

- **SandyJames Fine Food & Productions / NCC ProShip**
  700 Florida Mango Rd., West Palm Beach, FL 33406
  Phone: 561-366-0012

Rotating Food Vendors

Selected from **Palm Beach County Parks & Recreation Department, Customer Service Registered Vendor List**.
(Tentative vendor list below.)

- **Incredible Kettle Corn**
  Contacts: Tino & Danny — incrediblekettlecorn@gmail.com
  Phone: (786) 980-2676
  Website: incrediblekettlecorn.com
- **Karts of All Kinds** – Hot Dogs & Lemonade
  Contact: Stuart Lind — kartsofallkinds1@gmail.com
  Phone: (954) 829-1058
  Website: kartsofallkinds.com
- **Doc Popcorn**
  1675 W 49th Street, Hialeah, FL 33012
  Phone: (786) 878-4696
  Website: docpopcorn.com
- **Uptown Café Deli**
  235 Commercial Blvd, Lauderdale-By-The-Sea, FL 33308
  Phone: (954) 533-7936
  Website: uptowndelicafe.com
- **Colombian Coffee House**
  12 SE 5th Ave, Delray Beach, FL 33483
  Phone: (561) 562-5572
  Website: cchcoffeestore.com

Custodial

- **Sammy Cleaners**
  Contact: Kelly Casallas
  Phone: (561) 570-9538

Parking

- **Icon Parking & CSC**
  Website: https://iconparking.com
  Phone: 877-727-5464

Marketing & Public Relations

- **Purpua, LLC**
  7131 Lockwood Road, Lake Worth, FL 33467
  Phone: 561-358-1739
  Contact: Tatiana Velasquez — tatiana@purpua.com
- **Mounts Botanical Garden**
  Director of Marketing & Communications: Misty Stoller
  Phone: 561-233-1756
  Email: mstoller@pnc.gov.br

Temporary Restrooms

- **Island Restrooms**
  Phone: 561-680-2772 (Palm Beach)
  Website: https://islandrestrooms.com

FEE SCHEDULE

Effective for Festival Dates: November 7, 2025 – January 4, 2026

Admissions – Non Members

Category	Price	Notes
Adults (ages 18 – 64)	$26.00	
Seniors (ages 65+)	$26.00	
Children (under 18)	$10.00	
– as of September 29, 2025		

Admissions – Members

Category	Price	Notes
Adults (ages 18 – 64)	$16,00	
Seniors (ages 65+)	$16.00	
Children (under 18)	$2.00	
– as of September 29, 2025		

Admissions – Group Sales (12 or more, prebooked)

Category	Price	Notes
Adults (ages 18 – 64)	$22.00	Minimum group size: 12
Seniors (ages 65+)	$22.00	Minimum group size: 12
Children (under 18)	TBD	May align with Member Child rates
– as of September 29, 2025		

SPECIAL EVENTS AND PREMIUM ACCESS

In addition to standard admissions, the following fees will be set: *as of September 29, 2025*

Category	Fee	Description & Conditions
Private Event (Semi-Private, During Public Hours)	$5,000	Reserved area for up to 120 guests. Catering options available. Event host responsible for all catering, security, and insurance costs. Includes access to Ilumina during regular public hours with private reserved space.
Garden Buy-Out (Exclusive Use)	$30,000	Full-site private rental, available for corporations, foundations, or private hosts. Exclusive access to Ilumina outside of public hours. Catering options available. Event host responsible for all catering, security, and insurance costs. Ideal for large-
Premium Admission Evenings (Special Hours)	$75–$125 per ticket	Special timed-entry experiences with limited crowd capacity. May include early admission, extended hours, or themed nights. Designed for guests seeking an enhanced, less crowded experience.
Sponsor Nights	Variable	Admission may be comped or offered at a discounted rate for a sponsor's employees, clients, or community partners. Terms negotiated as part of sponsorship package.
Community Nights	Reduced / Free	Offered in partnership with sponsors, nonprofits, or outreach programs to provide access for low-income families and underserved audiences. Limited capacity; available by reservation or through designated partners.

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SECURITY AND GUEST SAFETY

Security for *The Enchanted Garden of Light* will be **contracted and managed by the Operations Manager**, working under Friends of the Mounts Botanical Garden. The security program will include:

- **Contracted Security Service** — providing trained personnel to monitor entrances, exits, and festival grounds.
- **Palm Beach County Sheriff's Office (PBSO) Off-Duty Officers** — stationed onsite for **parking control** and **guest safety**, ensuring traffic flow and public order.
- **Integrated Oversight** — the Operations Manager will schedule, brief, and supervise contracted security staff, coordinate with off-duty officers, and act as the point of contact for nightly incident reporting.

MEDICAL SERVICES

To provide peace of mind and ensure rapid response in the event of an emergency, **one paramedic will be onsite each night** of the Festival during public operating hours. The paramedic will be equipped for first response and coordinated through the Operations Manager and security team.

RESTROOMS AND CUSTODIAL SERVICES

Friends of the Mounts Botanical Garden will contract **temporary high-end restroom facilities** to accommodate nightly attendance. These units will be:

- Similar to the **luxury restroom trailers** used at major art fairs and cultural events (not standard port-a-potties).
- Fully accessible and ADA-compliant.
- Strategically located along the guest route for maximum convenience.

Custodial Services will also be contracted, ensuring continuous cleaning of restrooms, trash removal, and nightly reset of the grounds. The Operations Manager will supervise scheduling and quality control.

PARKING AND TRAFFIC MANAGEMENT

To manage the high volume of evening visitors, the Festival will utilize all available parking options surrounding Mounts Botanical Garden:

- **Main MBG Parking Lot** (off Military Trail).
- **Vacant Department of Motor Vehicles Lot** (adjacent).
- **Garden Staff Parking Lot**.
- **Potential overflow parking on Golf Street** (to be coordinated with local authorities).

Traffic Management will include:

- **No left turns** into the Garden's main parking lot during nightly operations, to avoid congestion on Military Trail.
- **Clearly defined entrance and exit routes** for vehicles.
- **PBSO off-duty officers** assisting with traffic flow and parking safety. The Friends of Mounts will coordinate all parking logistics with PBSO to ensure that traffic flows smoothly and safely.

Additional Parking Measures:

- **Valet Parking** — may be offered on peak nights or for private events.
- **Reserved Parking** — spaces will be allocated for handicapped guests, VIPs, and private event hosts.
- **Ride Share Services** — Guests will be encouraged to use Uber and Lyft, with potential discount codes offered to incentivize ride share arrivals.

FOOD AND BEVERAGE SERVICES

Concessions will be available to all guests during evening operations of *The Enchanted Garden of Light*. Services will be contracted and administered by **licensed and permitted caterers and food truck vendors**, coordinated by Friends of the Mounts Botanical Garden through the Operations Manager.

General Visitor Concessions

- Food offerings will focus on **light concessions** appropriate for a walk-through evening event.
- Typical items include **soft drinks, bottled water, coffee, hot cocoa, and packaged or prepared snacks** (e.g., pretzels, popcorn, pastries, or similar festival-style snacks).
- No full meal service is planned for general visitors.
- Vendor locations will be strategically placed along guest routes to avoid crowding and ensure convenient access.

Alcohol Service

- **General Visitors:** Alcohol will **not** be offered to general admission guests during public operating hours.
- **VIP Nights:** Alcoholic beverages (e.g., wine, beer, champagne) may be offered to invited VIP guests during designated private preview nights.
- **Private Events:** Alcohol may be served as part of rental packages, limited to designated private event spaces, and only through **licensed and permitted caterers** with proper insurance.

Private Event Food and Beverage

- Catering for private and semi-private rentals may include **heavy hors d'oeuvres with cocktails, plated dinners**, or **buffet-style receptions** as determined by the rental client.
- Caterers must be **approved in advance** by Friends of the Mounts Botanical Garden and provide required licensing, permits, and insurance certificates.

Compliance and Oversight

- All food and beverage vendors will comply with **Palm Beach County Health Department regulations.**
- Alcohol service will follow all local and state laws, with proper permits required for each event.

- The Operations Manager will oversee placement, scheduling, and coordination of all vendors to ensure smooth integration with security, custodial, and traffic operations.

Enhancements Under Consideration

- **Seasonal/Theme-Based Items**: Hot cider, seasonal cookies, or cultural food tie-ins related to the lantern displays may be added to enhance visitor experience.
- **Sponsor Partnerships**: Opportunities for branded concessions (e.g., local coffee roasters, dessert sponsors) may be explored for additional revenue and visibility.
- **Sustainability Measures**: Vendors may be encouraged or required to use recyclable or compostable service ware to align with the Garden's environmental values.

1. Defining an Emergency

Emergencies include incidents in or around the Mounts Botanical Garden that pose an imminent serious threat to life, limb, property, or the environment. The County's Event/Incident report form will be utilized as the primary source of documentation.

- Non-Critical Events: Require staff attention but not immediate professional intervention (e.g., fire department, ambulance). Typically handled by senior MBG staff or third-party event partners.
- Critical Events: Require immediate attention from professionals (e.g., severely injured person, fire, active shooter).

Critical emergencies involve situations in which an individual:

- Engages in immediate life-threatening behavior
- Poses a threat to self or others

2. General Steps to Follow in an Emergency

1. Call 911 if necessary (strongly encouraged).
2. A designated staff member will be stationed at *Military Trail & Golf Street* to direct Emergency Medical Services.
    - Event staff meet EMS/Fire Station 31, conduct walkthroughs, and guide responders to incident location.
3. Make a complete assessment of the situation immediately.
4. Collect facts and take accurate notes:
    - Who is involved (detailed description)?
    - What happened or is likely to happen?
    - Actions taken thus far?
    - Precipitating events or contributing factors?
    - Any witnesses present?
5. Communicate information to lead staff or supervisor.

6. Submit documentation/incident report to supervisor, including witness statements.

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3. Emergency Categories

All staff and volunteers are encouraged to contact MBG staff and/or emergency personnel when assistance is needed.

Examples include:

- Medical emergency
- Fight
- Dangerous weapons (observed or reported)
- Destruction/tampering with art in the garden
- Fire
- Lost Child

Emergency notifications may include:

- Imminent violent threats
- Fire alarms
- Violent criminal behavior
- Natural disasters
- Explosions

If a significant emergency may pose an immediate threat to staff or visitors, a Garden-wide Emergency Response Protocol will be activated.

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4. Procedures

4.1 Mobile Phones & Defibrillators

- Staff and horticulture teams maintain mobile phone contact with the Garden, Admission Tent, and Garden Shop.
- Defibrillators located at:
    - Hutcheson Center Exhibit Hall (across from Ladies Restroom)
    - Mounts Building Auditorium

4.2 Health & Safety

Minor Incident

- Clear the area and notify supervisor/MBG staff.
- MBG staff follow up with incident report.

Major Incident

- Staff/volunteer calls 911 and radios MBG staff.
- Staff direct ambulance to site.
- Event staff manage crowd and secure the area.
- Lantern Event Lead checks with EMS to confirm first aid administered.
- Decision to close/evacuate rests with Senior Team or Lantern Show Lead.
- Fire extinguishers available in all open buildings.

4.3 Severe Weather (Thunderstorms, High Winds, Tornadoes)

- Follow Palm Beach County Severe Weather Safety Procedures.
- Safe buildings: Mounts Building Auditorium, Hutcheson Center Exhibit Halls.
- During tornado warning: Move to building center, sit on floor, cover head, avoid windows.

4.4 Threatening Situations

- Parking attendants/Gate staff monitor traffic.
- Suspicious activity: Notify MBG staff immediately.
- If volatile: disengage, retreat, and/or call 911.

4.5 Code Yellow: Missing Child

1. Notify staff and PSBO.
2. Escort reporting individual to Garden Office.
3. Gather/document child description (height, age, clothing, etc.).
4. Announce "Code Yellow" and provide description.
5. Close all gates (initiate Lockdown).
6. Search garden grounds and buildings.
7. Parking/gate staff monitor vehicles, record plates/descriptions.

8. After 10 minutes: update reporting individual.
9. After 25 minutes: MBG Senior Staff call 911.
10. If child located: notify staff, provide aid, resume operations.

4.6 Lockdown Procedures

- All gates closed immediately.
- Parking attendants lock DMV gates, document exiting cars/individuals.
- Visitors attempting to leave: politely requested to wait until lockdown lifted. If refusal, staff record details.
- Remain in lockdown until child is found or Senior Staff gives all-clear.

HURRICANE & TROPICAL STORM PREPAREDNESS PLAN

Hurricanes and tropical storms differ from other emergencies in that they provide advanced notice and require proactive planning. The safety of visitors, staff, volunteers, and the preservation of the Garden and ILUMINA lantern installations are the top priorities.

Monitoring & Notification

- Leadership monitors Palm Beach County Emergency Management and National Hurricane Center updates.
- Executive Director/ILUMINA Lead communicates preparedness actions.
- All actions align with Palm Beach County directives.

Tropical Storm Response

Tropical Storm Watch (possible within 48 hours):

- Assess lanterns, power connections, temporary facilities.
- Secure loose items (decor, signage, retail, equipment).
- Notify vendors, staff, and volunteers of possible adjustments.

Tropical Storm Warning (expected within 36 hours):

- Suspend ILUMINA programming.
- Begin partial deinstallation of vulnerable lanterns.
- Power down all lighting/electrical equipment.
- Garden closed to public.

Hurricane Response

Hurricane Watch (possible within 48 hours):

- Activate full preparedness.
- Confirm vendor readiness for deinstallation.
- Relocate sensitive equipment to secure storage.
- Alert County and law enforcement of closure/security needs.
- Confirm generator removal plan with rental vendor.

Hurricane Warning (expected within 36 hours):

- Full deinstallation of lanterns and event infrastructure (as feasible).

- Secure grounds (lock buildings, shut utilities, remove signage).
- All generators removed from property by rental vendor.
- Garden closed to public.

Post-Storm Recovery

- Senior staff assess damage in coordination with County.
- Vendors notified when safe to reinstall/repair.
- Staff recalled only when safe.
- Reopening decision made jointly by MBG leadership and County.

Hurricane & Tropical Storm Decision Matrix

Tropical Storm Watch	**Possible within 48 hrs**	**- Monitor forecasts.** **- Assess lanterns, power, facilities.** **- Secure loose items.** **- Notify staff/vendors.**	**Exec Director, ILUMINA Lead, Vendors**
Tropical Storm Warning	**Expected within 36 hrs**	**- Suspend ILUMINA.** **- Partial deinstallation of vulnerable lanterns.** **- Power down systems.** **- Garden closed.**	**ILUMINA Lead, Han Art, Facilities Staff**
Hurricane Watch	**Possible within 48 hrs**	**- Full preparedness.** **- Confirm vendor availability.** **- Relocate sensitive equipment.** **- Alert County/law enforcement.** **- Confirm generator removal plan.**	**Exec Director, Han Art, Vendors, County**
Hurricane Warning	**Expected within 36 hrs**	**- Full deinstallation of lanterns/infra.** **- Secure grounds (locks, utilities, signage).** **- Remove all generators from site.** **- Garden closed.**	**Exec Director, ILUMINA Lead, Facilities Staff, Rental Vendor**
Post-Storm Recovery	**After "all clear"**	**- Damage assessment with County.** **- Vendors return for reinstall/repairs.** **- Staff recalled when safe.** **- Reopening decided with County.**	**Senior Staff, County, Han Art, Vendors**

EXHIBIT "A-2"
EVENT LOGISTICS PLAN

Mounts Botanical Garden

RETAIL AND MERCHANDISE

Retail operations during *The Enchanted Garden of Light* will be an important component of the visitor experience and a source of revenue to support the Garden.

- **Gift Shop and Nursery** — The Garden's existing retail outlets will be open during evening hours, offering seasonal holiday gifts, plants, and gardening products.
- **Event-Themed Merchandise** — Products will include lantern- and light-themed toys, souvenirs, and branded *Enchanted Garden of Light* items.
- **Special Holiday Products** — Curated gift items appropriate for holiday shopping will be highlighted.
- **Vendor Partnerships** — Select outside vendors, including HanArt, may provide merchandise on a **consignment basis**, with Friends of the Mounts Botanical Garden retaining the majority of sales revenue.

Revenue: 100% of retail revenue, except for consignment payments, will accrue to Friends of the Mounts Botanical Garden to support Garden operations.

ENTERTAINMENT

Entertainment will create a festive holiday atmosphere and extend the visitor experience beyond the lantern displays.

- **Roaming Performers** — Local musicians, small ensembles, and holiday-themed entertainers will circulate throughout the Garden.
- **Community Participation** — School choirs, youth groups, and local arts organizations will be invited to perform on select evenings.
- **Special Performance** — A **nightly lion dance or martial arts performance** will be considered, contracted through HanArt, to add a cultural highlight to the program.
- **Flexibility** — Entertainment will be scheduled strategically to encourage repeat visitation and provide varied experiences throughout the Festival run.

PROGRAMMING ENHANCEMENTS

EXHIBIT "A-2"
EVENT LOGISTICS PLAN

Mounts Botanical Garden of Palm Beach County

To take advantage of increased awareness of Mounts Botanical Garden during the Festival period, supplemental **daytime programming** will be developed, including:

- Expanded Garden tours and educational activities.
- Seasonal horticultural programming tied to holiday and winter themes.
- Workshops or family-oriented drop-in activities that complement the Festival's themes of light, culture, and nature.

These enhancements will encourage cross-over between daytime and evening visitation, broadening impact on Garden attendance and membership.

EXHIBIT "A-2"
EVENT LOGISTICS PLAN

Mounts Botanical Garden of Palm Beach County

EVENT MAP – ILUMINA

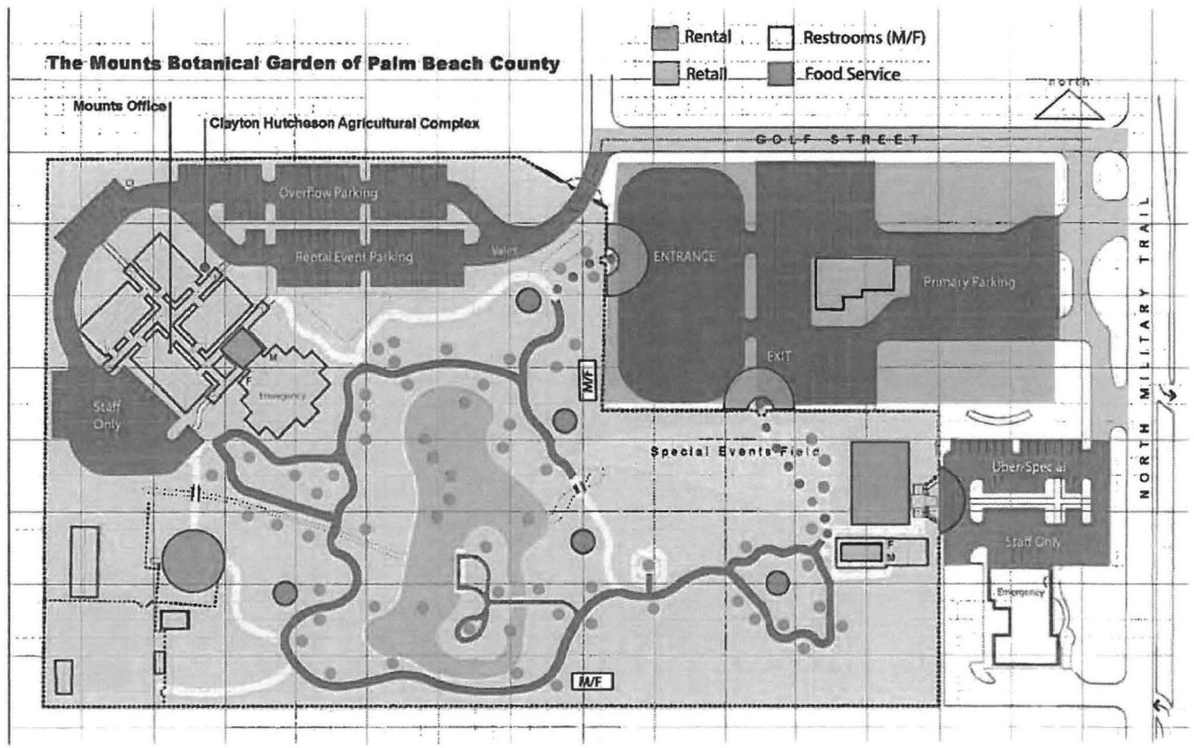

EXHIBIT "A-2"
EVENT LOGISTICS PLAN

Mounts Botanical Garden of Palm Beach County

Event Map - **ILUMINA**

Lantern Placement, Visitor Path and Parking

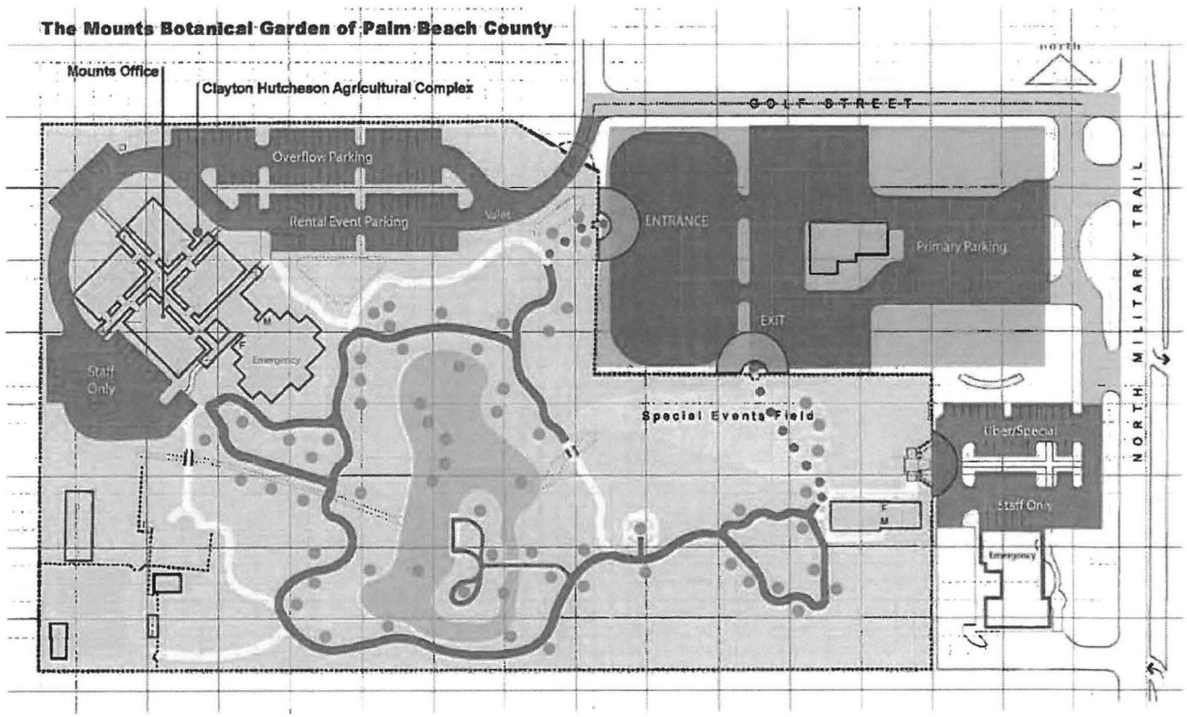

EXHIBIT "A-2"
EVENT LOGISTICS PLAN

Mounts Botanical Garden

Event Map - **ILUMINA**

Generators, Spider Boxes, and Parking Lights

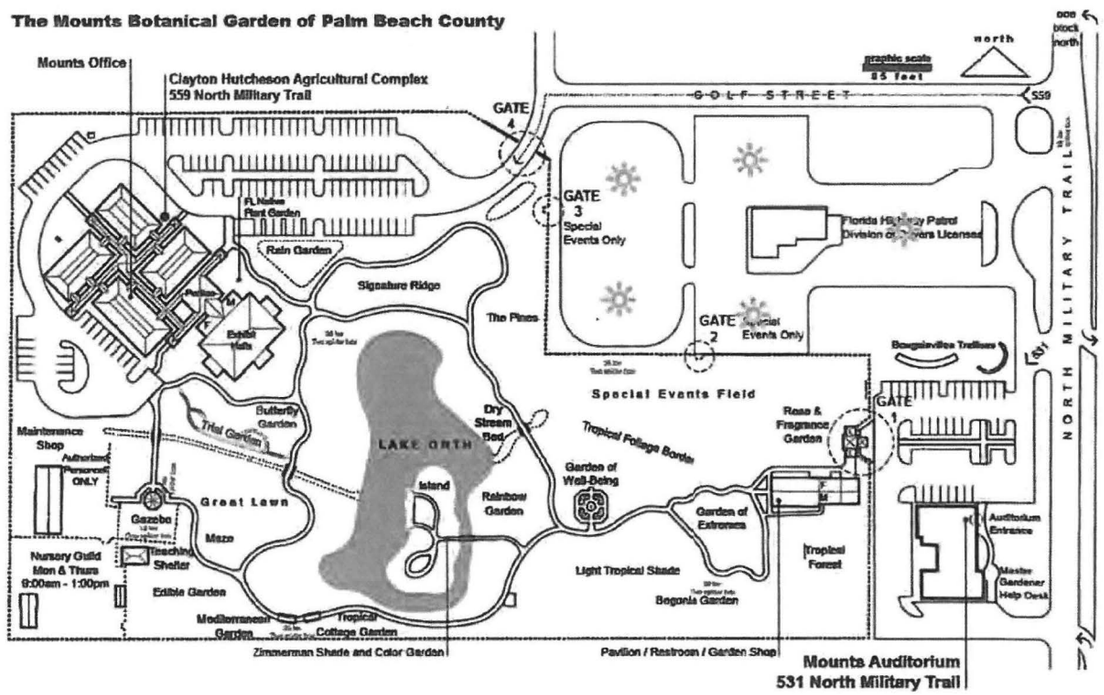

EXHIBIT "B"

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 Friends of Mounts Botanical Garden, Inc. (Licensee) and attest that Licensee does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

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

Scott D Scovill
(signature of officer or representative)

Scott Scovill, President FMBG
(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, 15th day of October 2025, by ADRIANA PARKER

Personally known ☒ OR produced identification ☐.

Type of identification produced _____.

Adriana Parker
NOTARY PUBLIC
My Commission Expires:
State of Florida at large

ADRIANA PARKER
Notary Public-State of Florida
Commission # HH 583072
My Commission Expires
August 14, 2028

(Notary Seal)

United Parking Systems Inc/License Agreement

STANDARD LICENSE AGREEMENT
FOR USE OF COUNTY-OWNED PROPERTY

This License Agreement made and entered into March 12, 2026 , by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "County" and United Parking Systems Inc, hereinafter referred to as "Licensee".

WITNESSETH:

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

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

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

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

1. **Premises**

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

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

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

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

3. **License Fee**
The Licensee shall pay the License Fee identified on the Application as determined by the County, together with applicable sales taxes thereon. Additional charges may accrue for custodial, set-up or special requirements as indicated on the Application.

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

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

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

7. **Non-Discrimination**
The County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution 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.

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:

United Parking Systems Inc
Attn: Frederick E. Torres, President
105 S. Narcissus Avenue, Suite 411
West Palm Beach, FL 33401

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

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

18. **WAIVER OF JURY TRIAL**
THE PARTIES HERETO WAIVE TRIAL BY JURY IN CONNECTION WITH PROCEEDINGS OR COUNTERCLAIMS BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER, IN CONNECTION WITH THIS LICENSE AGREEMENT.

19. **Governing Law and Venue**
This License Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the License Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida.

20. **Recording**
Licensee shall not record this License Agreement, or any memorandum or short form thereof in the public records of Palm Beach County. Any such recording shall constitute a default hereunder and shall result in immediate termination of this License Agreement.

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

22. **Palm Beach County Office of the Inspector General**
Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General is authorized with the power to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

23. **No Third Party Beneficiary**
No provision of this License Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this License Agreement, including but not limited to any citizen or employees of the County and/or Licensee.

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

Verify.gov), and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of the Licensee's contractors and subcontractors performing any duties and obligations under this License are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

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

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

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

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

Remainder of this page left intentionally blank

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

WITNESS:

By: _____
Signature

Michelle A. Batevet
Printed Name

LICENSEE:

By: _____
Signature

Frederick Torres
Printed Name

President
Title

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

By: _____
Director, Facilities Development & Operations

APPROVED AS TO LEGAL SUFFICIENCY

By: /s/Yelizaveta B. Herman
County Attorney

APPROVED AS TO TERMS AND CONDITIONS

By: NR Natalia Restrepo
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: United Parking Systems, Inc.
Name of Organization/Licensee: United Parking Systems, Inc.
Address: 105 S. Narcissus Avenue Suite 411
City: West Palm Beach State: FL Zip: 33401
Phone: (561) 312 – 8202 Email: ftorres@unitedparkingsystem.com
Name of the Authorized Representative : Torres, Frederick
Type of Entity: ☐ Public Agency ☐ Non-Profit ☒ Other (Specify) _____

2. REQUESTED PROPERTY

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

3. NATURE OF USE: (Please check one)

☐ Training ☐ Educational ☐ Recreational ☐ Meeting
☐ Non-profit Event ☒ Other Parking

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: between $ 20.00 $50.00

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

Parking for the PBC Boat show

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: March 25, 2026 through March 29, 2026; The specific dates/times of use of each location to be more fully set forth in Special Conditions.

Time(s) of Use: 7 : 00 AM - 11 : 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 ☐ Other (Specify) _____

8. VENDORS

List all vendors of the Event: Applicant to contact PBSO to provide security for event.

9. ADVERTISING

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

If yes, by what means?: ☐ Radio ☐ TV ☐ Other Boat Show Website

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

1. FEES AND ADDITIONAL CHARGES

☒	License Fees	$ 27,500
☐	Custodial Fees	$
☐	Service Costs	$
☐	Other Costs	$

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

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

Signature of Authorized Representative

Date: 11/06/2025

Frederick Torres President

Printed Name and Title of Authorized Representative

APPROVED BY:

Director, Facilities Development & Operations Department

Date: 3/12/26

OTHER DEPARTMENTAL REVIEW (If necessary):

Signature of Director of Department

Date:

EXHIBIT "A-1"
Special Conditions of Use re Standard License Agreement For Commercial Activity

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

   a. Judicial Center parking garage and adjoining surface lot located at 505 Banyan Blvd (*Wednesday, March 25, 2026, to Sunday, March 29, 2026*).

   b. Governmental Center parking garage located at 215 N. Olive Avenue (*Wednesday, March 25, 2026, to Sunday, March 29, 2026*). No use of facility on weekdays prior to 5:00 PM.

   c. Lot 4, 401 N. Olive Avenue (*Wednesday, March 25, 2026, to Sunday, March 29, 2026*). No use of facility on weekdays prior to 5:00 PM.

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

2. Use of any other County owned/operated parking–related facilities/locations, including but not limited to, break rooms, parking booths, restrooms, etc., are **not** permitted and are **not** included within this License Agreement.

3. The maximum parking capacity for the Judicial Center Garage is 1,811, Governmental Center Garage, 538, and Lot 4 (both public metered and employee section) is 334. The approximate total number of parking spaces in all locations combined is 2,683 spaces. Licensee will be solely responsible for monitoring capacity and ensuring that the use does not exceed capacity. There shall be no parking except in designated, marked, parking spaces. Parking on grass, along curbs, in loading zones, access aisles, or in the Governmental Center reserved parking spaces referenced below in Article # 4 is not permitted. Illegally or improperly parked vehicles may be ticketed via PBSO or towed at the vehicle owner's expense via PBC's contracted towing provider at PBSO or Parking Facilities staff discretion.

4. Governmental Center Garage reserved parking spaces: 2nd and 5th level, Governmental Center garage shall be coned off for county use for the entire contracted use dates/times. 3rd level reserved parking spaces may be utilized by United Parking Systems Inc. (UPS) during contracted times. A resurfacing project is underway in the garage and may affect availability on the 3rd or 4th levels. The number of spaces that may be unavailable cannot be guaranteed for the duration of the event.

5. Included within this License Agreement are 300 Judicial Center Garage parking spaces that may be utilized during normal garage operational hours (7:00 AM – 7:00 PM) on Wednesday, March 25, 2026, Thursday, March 26, 2026 and Friday, March 27, 2026. These parking spaces are not guaranteed and their use will be on a first come/first parked basis. UPS must provide sequentially numbered and dated entrance/exit passes for attendees for each day. Passes will be collected by parking staff upon exit. Boat Show attendees who upon exit prior to 7 PM are

not in possession of this pass will be charged the normal Judicial Center Garage operational parking fee.

6. Notwithstanding anything herein to the contrary, Licensee shall permit parking at no cost, for participants in Court, County, Admin, or other Judicial and/or Government complex sanctioned programs, on all dates included within contract between 6:00 AM and 5:00 PM. Furthermore, employees required to work during Boat Show parking operation hours shall be permitted to park at any of the facilities without charge.

7. The Licensee will assume all safety and security duties and responsibilities relating to the Premises during the authorized hours of use as set forth in this Agreement. The Licensee will assume and be solely responsible for the safety and security of the licensed Premises, all vehicles, Licensee's vendors, employees, agents, contractors and volunteers, and all public users of the Premises continuing for so long as any vehicle parked at the Premises during the licensed use remains in the Garage and ending when all vehicles are removed.

8. During the entire time of the requested use, Licensee shall place signs clearly posted at the entrances of both the Judicial Center and the Governmental Center garage that state: (i) the exact time that the garage will open; (ii) Boat Show lane(s), as applicable; (iii) that all vehicles must be removed by 11:00 PM, and (iv) in the event a vehicle is left in the Premises after 12:00 AM, the vehicle may be retrieved from the Premises on the next day that the facility is open to the public. Lot 4 being an open lot is the exception to this as the barrier gates shall remain raised until the following business day for normal County operation.

   Prior to 5:00 PM on weekdays, Licensee shall designate and clearly mark entrances at the Judicial Center Garage as follows:
   - The easternmost lane at the Banyan entrance for Boat Show attendees.
   - At the Rosemary Avenue entrance, where only one entrance lane exists, Licensee shall implement traffic control measures (including directing and managing traffic flow) to separate Boat Show attendees from normal courthouse traffic as vehicles arrive.
   - The 3rd Street entrance may be utilized as an additional dedicated lane for Boat Show attendees if operationally required. Licensee shall coordinate with Parking Coordinator in advance if this entrance is to be activated, and appropriate signage shall be installed.

9. Licensee shall be solely responsible for the daily placement, maintenance, replacement, and removal of all required signage as set forth herein.

10. User shall pay a fee in the amount of $27,500.00 for use of the facilities and costs incurred by the County. Applicant shall deliver payment at least five (5) business days prior to the first date of use, to Facilities Development & Operations, C/O Contract Manager, 2633 Vista Parkway, West Palm Beach, FL 33411. **Please note:** Checks shall be made payable to Board of County Commissioners Palm Beach County.

11. Prior to the first day of use and prior to placing any signage in or on the Premises, User/Licensee shall coordinate an on-site visit with the County's Parking Coordinator William Dart. Licensee/User shall comply with any additional conditions or instructions for usage

which may be given during or result from such on-site visit.

12. Licensee will provide staff at each facility entrance gates when in operation to collect pre-sold parking passes and any on-site parking fees from Boat Show attendees. Any entrance in operation must have one (1) UPS provided staff member.

13. County will provide staff onsite for the duration of license to open and then close the facility as well as oversee the County owned parking facility equipment and grounds and to ensure safe and correct operation of equipment only.

14. Licensee is solely responsible for staffing of gates and collection of revenue generated by Boat Show attendees.

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

16. The Judicial Center Garages 4th level crossover bridge and Courthouse side escalator landing tower will not be available for pedestrian use during this event and will be secured at 7:00 PM each weekday evening and not opened on the weekend.

17. The Judicial Center Garage parking ticket dispensers will be disabled and the entrance gates opened for Boat Show operations on Saturday, March 28, 2026, at 8:00 AM and remain so until Sunday, March 29, 2026, at 12:00 AM. Governmental Center and Lot 4 parking meters and barrier gates will follow the same above schedule unless otherwise requested by Licensee during operating times. Governmental Center and Lot 4 multi space parking meters will be covered during Boat Show contracted use.

18. Weekday operations, Boat Show parking operations only: Wednesday, March 25, 2026, Thursday March 26, 2026, and Friday, March 27, 2026. Boat Show attendees who have paid to enter the Judicial Center Garage, facility after 8:00AM but leave prior to the garage's normal weekday closing time of 7:00PM, must show Boat Show pre-paid parking pass to exit without charge. Boat Show attendees who have entered the facility prior to 8:00 AM and exit prior to

7:00 PM will be charged the normal operational parking fee if pre-paid parking pass is not present with attendee.

19. Licensee shall be responsible for providing emergency access to the Premises during each period of licensed use as set forth in this Agreement. Licensee shall coordinate with the City of West Palm Beach Police Department regarding the foregoing.

20. The City of West Palm Beach Police Department is responsible for responding to emergencies at the Premises during the hours of licensed use pursuant to this Agreement.

21. Licensee is required to provide the County with evidence of extra duty permit officers from the Palm Beach County Sheriff's Office (PBSO) for the patrolling of the Premises during the entire period of the licensed use. Licensee shall arrange and pay for the required number of Deputy Sheriffs with a PBSO vehicle during the times specified below. The Licensee shall contact the PBSO Contract Office directly at 561-687-6817 or 561-687-6818 or visit the PBSO website to obtain the Application for Extra Duty Police Service and shall email proof of the permit issuance and staffing to PBCFacilityUsePermit@pbc.gov, prior to the first day of use. Failure to obtain and provide proof shall result in cancellation of the license.

    For operational coverage:
    - One (1) officer shall be stationed at the Judicial Center Garage during the approved hours of licensed use.
    - One (1) officer shall be stationed at the Governmental Center Garage and/or Lot 4, with the ability to rotate between those locations as operationally required.
    - On weekdays, if the Governmental Center Garage and Lot 4 are not being utilized for the licensed event, an officer is not required for those locations.

    Minimum Coverage Requirements: The off-duty officers shall be on site at a minimum from 5:00PM to 12:00AM on Wednesday, Thursday and Friday, and from 1:00PM to 12:00AM on Saturday and Sunday.

22. Licensee shall (i) remove any litter from the Premises on a daily basis and (ii) keep the Premises clean and clear of litter so as to prevent it from becoming unsightly. Litter shall not be disposed of in County trash receptacles/dumpsters and shall be removed from the Premises. Licensee shall be solely responsible for the costs of litter and trash collection/disposal resulting from the licensed use.

23. Licensee shall be solely responsible for all costs and expenses incurred by the County in returning the Premises to its original condition, which shall include, but not be limited to, the cost of towing abandoned vehicles and all costs and expenses of cleaning up litter or debris following the use.

24. Licensee must provide routine spill maintenance and/or barricade off areas of the Premises that become unsafe, slippery or wet during the licensed use until such time that Licensee has appropriately addressed and cleaned the area.

25. Any damage to the Garage, the parking surface, the parking gates, booths, parking meters and/or any other part of the Premises/facility, and/or incident, accident, or injury occurring on the Premises, or at the entrances/exits of the Premises, requiring a police or emergency response and occurring during the Licensee's use, must be immediately reported to the on-site County staff person , or to Facilities Management, at the contact number set forth below, prior to the Licensee leaving the Premises for the evening. Licensee is responsible for taking immediate action to barricade off damaged or unsafe areas from use, and post warning signs, or take such other steps as reasonably required in the situation to prevent further damage and/or injury to persons or property. County shall perform any necessary repairs and Licensee shall reimburse County for the costs of any damage to the facility occurring during Licensee's use, including damage to gates from vehicles exiting late after the event.

26. Licensee shall reimburse County within ten (10) days of invoice date for all costs and expenses incurred by County as set forth above.

27. Problems with the elevators, lights, or other facility related mechanical items occurring during the licensed use shall be reported to Facilities Management at the contact number set below and Command Center at: 561-355-6630.

28. <u>Contact Information</u>

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

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

User/Licensee Representative:
Freddy Torres, (561)-312-8202

29. No alcoholic beverages shall be sold, used or consumed at the Premises.

30. Smoking is prohibited on the Premises, pursuant to the provisions of Countywide PPM CW-P-036, as may be amended from time to time.

31. User/Licensee shall not employ alternative electrical power sources without the approval of the FDO.

32. User/Licensee shall not store, possess or use drugs or gambling devices at the Premises or permit others to do so.

33. User/Licensee shall be responsible for all deliveries of equipment or other objects to the Premises.

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

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

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

EXHIBIT "B"

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

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of United Parking Systems Inc. (Licensee) and attest that Licensee does not use coercion for labor or services as defined in section 787.06 , Florida Statutes.

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

(signature of officer or representative)

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

State of Florida, County of Palm Beach

Sworn to and subscribed before me by means of ☑ physical presence or ☐ online notarization this, 10th day of March 2026, by Frederick Torres.

Personally known ☐ OR produced identification ☑.

Type of identification produced Florida Drivers License.

NOTARY PUBLIC
My Commission Expires: 06/26/2029
State of Florida at large

MICHELLE ALEXANDRA ESTEVEZ
Notary Public - State of Florida
Commission # HH 692500
My Comm. Expires Jun 26, 2029

(Notary Seal)