

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the "Agreement") is made and entered into _____, 2016, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "County" and the City of Delray Beach, hereinafter referred to as "City".

WITNESSETH:

WHEREAS, County is the owner of certain real property in Palm Beach County, Florida, known as the South County Courthouse located at 200 W. Atlantic Ave., Delray Beach, Florida; and

WHEREAS, City desires to use the County owned parking garage at the South County Courthouse as depicted on **Exhibit "A"** attached hereto (the "Premises") for a downtown business employee parking program (the "Parking Program") designed to increase available parking spaces for downtown business customers by relocating parking for business employees to the Premises; and

WHEREAS, the City seeks to increase downtown economic activity by improving parking availability and access; and

WHEREAS, the Parking Program will be implemented on August 1, 2016 and run through July 31, 2017 as a pilot program to determine the level of business participation, the costs, and the impact on the local economy; and

WHEREAS, the City and County will evaluate the results of the pilot Parking Program to determine if both deem it successful and viable as a long term program; and

WHEREAS, County is willing to grant City a revocable license to use said Premises for the purposes defined herein and subject to the Special Conditions of Use as set forth in **Exhibit "B"** and the South County Courthouse Operations Plan, as set forth in **Exhibit "C"**, both attached hereto and incorporated herein by reference.

NOW THEREFORE, in consideration of the covenants and agreements hereinafter set forth on the part of the City to be observed and performed, the County hereby grants the City a revocable license to use the Premises as hereinafter defined upon the following terms and conditions:

ARTICLE I BASIC PROVISIONS

Section 1.01 Recitals

The foregoing recitals are true and correct and incorporated herein by reference.

Section 1.02 Premises

The Premises which are the subject of this Agreement consist of the County owned parking garage at the South County Courthouse as depicted on **Exhibit A**. Such use shall not extend to the surface lot adjacent to the parking garage.

Section 1.03 Length of Term and Commencement Date

The term of this Agreement shall commence on August 1, 2016 at 3:00 PM and end on July 31, 2017 at 3:00 AM, unless sooner terminated pursuant to the provisions of this Agreement.

ARTICLE II LICENSE FEE

Section 2.01 License Fee

City shall be entitled to use the Premises without charge.

ARTICLE III CONDUCT OF BUSINESS AND USE OF PREMISES BY LICENSEE

Section 3.01 Use of Premises and Hours of Operation

City shall use the Premises for parking for the City's Parking Program or City Event as designated by the City, subject to the Special Conditions of Use set forth in **Exhibit B** and the South County Courthouse Garage Operations Plan set forth in **Exhibit C**. City's hours of use shall be in accordance to the schedule of permitted hours as set forth in **Exhibit C**.

City shall not use, permit, or suffer the use of the Premises for any other business or purpose whatsoever. The use of the Premises by City shall not interfere with: 1) County's use of, access to and parking on the County's contiguous property, or 2) public use of, access to, and parking at the Premises for access to the Courthouse. City hereby agrees that all parking required by City, its agents, employees, or invitees shall be accommodated and confined to the Premises. City, at its sole cost and expense, shall provide all traffic control and enforcement necessary to ensure that City's use of the Premises does not interfere with County's use of the contiguous property and that there will be no entry or use of any County building on the contiguous property by the City's agents, employees or invitees.

City acknowledges that the County will approve the City to collect a fee for parking when the revenues from same are accrued only to the City, the County, and/or the Delray Beach Public Library.

City acknowledges that while not a party to this Agreement, the County will only approve the License if the City's use does not interfere with, or is acceptable to the Delray Beach Public Library.

Section 3.02 City's Work

City shall have no right to make improvements, alterations or additions to the Premises.

Section 3.03 Waste or Nuisance

City 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. City shall not store or dispose of any contaminants including, but not limited to, hazardous or toxic substances, chemicals or other agents, including any petroleum products, used or produced in City's operations, on the Premises or in any manner not permitted by law. All refuse is to be removed from the Premises daily at City's sole cost and expense. City will keep the access to the Premises, the parking areas, driveways and other contiguous areas to the Premises free and clear of obstruction.

Section 3.04 Governmental Regulations

City shall, at City'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 City 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. City shall comply with all ecological requirements to operate its business on the Premises. To the extent permitted by law, City shall indemnify, defend and save County harmless from any and all penalties, fines, costs, expenses, suits, claims, or damages resulting from City's failure to perform its obligations specified in this Section.

Section 3.05 Non-Discrimination

City shall assure and certify that it will comply with Title VII of the Civil Rights Act of 1964, as amended, and Palm Beach County Resolution No. R2014-1421, and shall not discriminate against any individual on the basis of their race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, disability, gender identity and expression, or genetic information with respect to any activity occurring on the Premises.

City has submitted to County a copy of its non-discrimination policy, which is consistent with the above as contained in Resolution R2014-1421, as amended, or in the alternative, if City does not have a written non-discrimination policy, it has acknowledged through a signed statement provided to County that it will conform to County's non-discrimination policy as contained in R2014-1421, as amended.

Section 3.06 Surrender of Premises

Upon expiration or earlier termination of City's license to use the Premises, City, 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 as of the date of this Agreement, reasonable wear and tear excepted.

ARTICLE IV REPAIRS AND MAINTENANCE OF PREMISES

Section 4.01 Responsibility of County and City

County shall perform all routine maintenance and/or repairs to the Premises, provided, however, that City shall reimburse County the costs of any maintenance or repair required as a result of City's use. In the event of any damage to the Premises occurring during the licensed use, County may complete the necessary repairs and City shall reimburse County for all expenses incurred by County in doing so.

ARTICLE V INSURANCE AND INDEMNITY

Section 5.01 Liability Insurance

If the Licensee is a government entity, Licensee acknowledges, without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, that Licensee is self-insured for general liability under Florida sovereign immunity statutes with coverage limits of \$200,000 per person and \$300,000 per occurrence, or such monetary waiver limits that may change and be set forth by the legislature.

In the event that Licensee maintains third-party commercial general liability in lieu of exclusive reliance on self-insurance under Section 768.28, Florida Statutes, Licensee shall maintain said insurance policy at limits not less than \$500,000 each occurrence. 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.

Licensee shall maintain or be self-insured for Worker's Compensation & Employer's Liability insurance in accordance with Chapter 440 Florida Statutes.

If requested, Licensee shall provide a statement or certificate of insurance evidencing insurance, self-insurance and/or sovereign immunity status which the County agrees to recognize as acceptable for the above mentioned coverages.

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

Licensee's self-insurance or general liability insurance shall be primary with respect to any coverage afforded to or maintained by the County.

Section 5.02 General Provisions

Except for Workers Compensation, all insurance policies shall name the County as Additional Insured. Such insurance shall be in an insurance company licensed to do business in the State of Florida and subject to the approval of the County's Risk Management Department. 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 thirty (30) 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 City under this License Agreement. In the event that City shall fail to obtain and maintain in full force and effect any insurance coverage required to be obtained by City under this Agreement, County shall have the right of injunction, or County may immediately terminate this Agreement, notwithstanding any provisions herein to the contrary. Notwithstanding the foregoing, to the extent permitted by law, City shall and does nevertheless agree to indemnify, defend and hold County harmless from any loss or damage incurred or suffered by County from City's failure to maintain such insurance.

Section 5.03 Indemnification of County

City shall, to the extent permitted by law, indemnify, defend and save County harmless from and against any and all claims, actions, damages, liability and expense in connection with: (i) loss of life, personal injury and/or damage to or destruction of property arising from or out of any occurrence in, upon or at the Premises; (ii) the occupancy or use by City of the Premises or any part thereof, or (iii) any act or omission of City, its agents, contractors, employees or invitees. In case County shall be made a party to any litigation commenced against City or by City against any third party, then City shall protect and hold County harmless and pay all costs and attorney's fees incurred by County in connection with such litigation, and any appeals thereof. Nothing contained herein shall be deemed a waiver of the City's sovereign immunities.

Section 5.04 Waiver by City and City's Insurers of Subrogation

In the event of loss or damage to the Premises, the City shall look solely to any insurance in its favor without making any claim against the County, and the City 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 City, for itself and its insurers, waives all such insured claims against the County.

ARTICLE VI UTILITIES

Section 6.01 Responsibility for Utilities

County shall be solely responsible for and promptly pay directly 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.

ARTICLE VII REVOCATION OF LICENSE

Section 7.01 Revocation of License

Notwithstanding anything to the contrary contained herein, the rights granted to City hereunder amount only to a license to use the Premises, which license is expressly revocable by County for any reason whatsoever upon notice to City. Upon City's receipt of notice from County of the revocation of the license granted hereby, this Agreement shall terminate and County shall be relieved of all further obligations hereunder accruing subsequent to the date of such termination.

ARTICLE VIII MISCELLANEOUS

Section 8.01 Entire Agreement

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

Section 8.02 Notices

Any consents, approvals and permissions by the County shall be effective and valid only if in writing and any notice by either party to the other shall be in writing and shall be deemed to be duly given only if mailed prepaid by certified mail return, receipt requested, addressed:

If to the County at:

Parking Coordinator
PBC Judicial Center Garage/Facilities Development and Operations
505 Banyan Blvd.
West Palm Beach, FL 33401

If to the City at:

City of Delray Beach
City Manager
50 N.W. 1st Avenue
Delray Beach, FL 33444

If to the Library at:

Executive Director
Delray Beach Public Library
100 NW 1st Avenue
Delray Beach., FL 33444

Section 8.03 Recording

City shall not record this Agreement in the Official Records, or any memorandum or short form thereof, without the written consent and joinder of County.

Section 8.04 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 AGREEMENT.

Section 8.05 Governing Law and Venue

This Agreement shall be governed by and interpreted according to the laws of the State of Florida and venue shall be in Palm Beach County.

Section 8.06 Time of Essence

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

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

LICENSEE:

WITNESS:

CITY OF DELRAY BEACH, a municipal corporation of the State of Florida

By: _____

LICENSOR:

WITNESS:

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

By: _____

Audrey Wolf, Director
Facilities Development & Operations

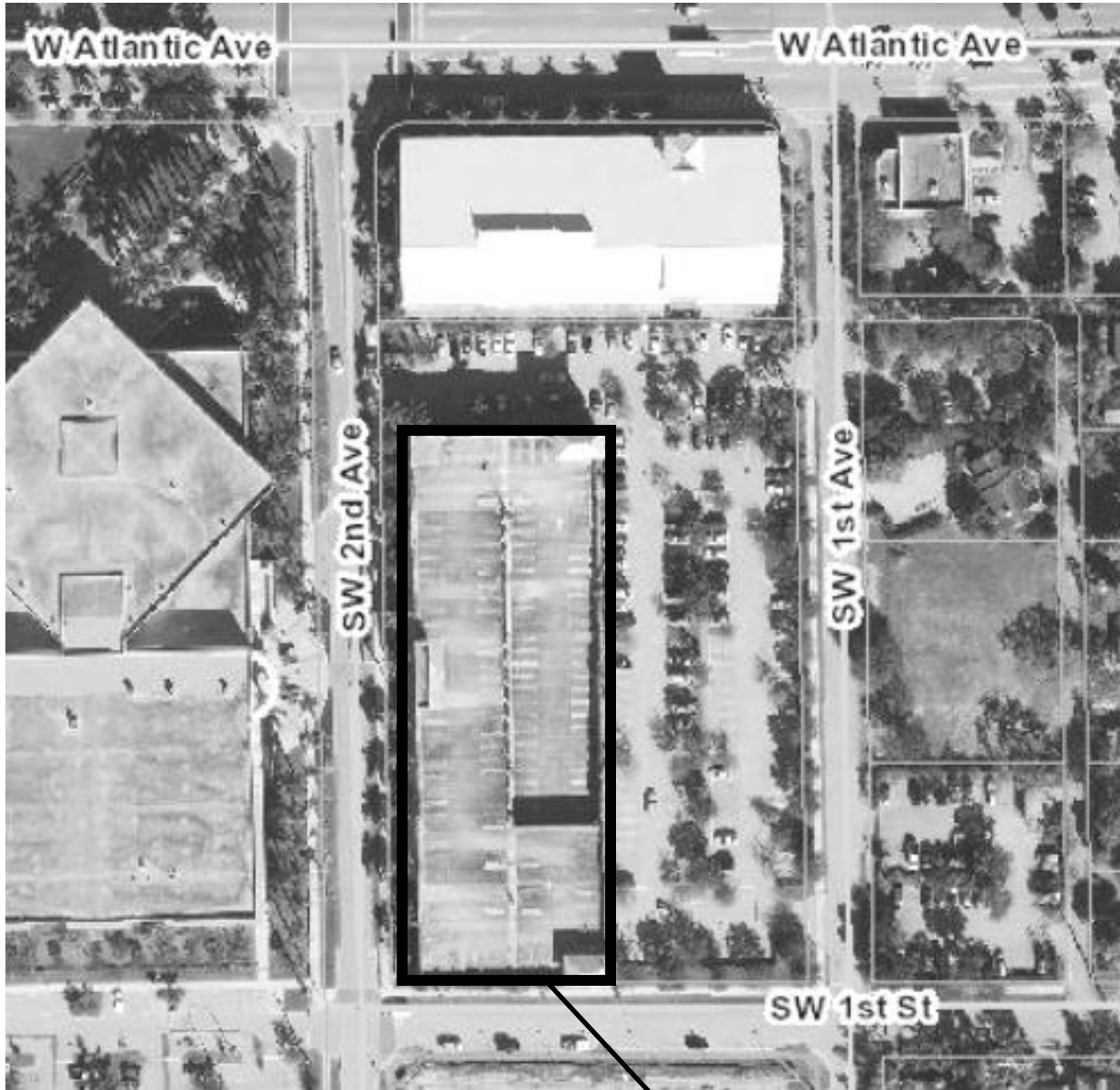
**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS
AND CONDITIONS**

By: _____
Assistant County Attorney

By: _____
Stefanie Beskovoyne, Business and
Community Agreements Manager

Exhibit A
Premises Map



Premises outlined
in black

EXHIBIT B
SPECIAL CONDITIONS OF USE

1. The City will demonstrate compliance with Exhibit C by July 1, 2016. If, in the County's sole discretion, the City can not demonstrate its ability to comply with the Terms of the Special Conditions of Use, the County reserves the right to delay the start date or to cancel the License Agreement.
2. 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.
3. No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the County and/or City.
4. City shall comply with the South County Courthouse Garage Operations Plan for City Use, attached hereto as **Exhibit C**, and incorporated herein by reference.
5. City shall be responsible for providing access to the Premises during the Parking Program hours as they are defined in **Exhibit C**. City shall develop policies and procedures concerning coordination with the City of Delray Beach Police Department ("City PD") to ensure access to the Garage by the City PD as needed to remove vehicles after the vendor has closed the Garage, and for emergency access.
6. As provided in Section 6.01, County shall be solely responsible for and shall promptly pay directly to the utility or other provider of such service all charges and assessments for water, gas, garbage and electricity, provided, however, the City shall be solely responsible for the costs of the custodial services required after each day's use including picking up and removing all litter and trash left at the Premises and emptying waste receptacles.
7. City shall be solely responsible for determining appropriate levels of security on an on-going basis, and for staffing, funding, and providing security for the use hereunder.
8. Notwithstanding anything in the Agreement that is or may be construed to the contrary, any provision of this Agreement that is of a continuing nature, or which by its language or nature imposes an obligation or right that extends beyond the term of this Agreement shall survive the expiration or earlier termination of this Agreement.

9. If City employs a vendor(s) in connection with the permitted use of the Premises, as set forth in Article III, then such vendor(s) 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) Garagekeeper's Liability Coverage with minimum limits of \$100,000 per occurrence against Comprehensive and Collision/Upset causes of loss. 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.

10. City shall provide County, at least fifteen (15) days prior to the date of the requested use, with a certificate(s) of insurance evidencing the required coverage(s) established in Article V and in Section 9 of these Special Conditions of Use. Such evidence shall in each instance name the County as both an additional insured and a certificate holder. The Additional Insured shall read **"Palm Beach County Board of County Commissioners, a political subdivision of the State of Florida, its Officers, Employees and Agents"**. The Certificate Holder shall read **"Palm Beach County Board of County Commissioners c/o FDO, 2633 Vista Parkway, West Palm Beach, Florida 33411-5603"**.

11. The **initial** evidence of all insurances required by this Agreement shall be delivered to:

Palm Beach County
c/o Insurance Tracking Services, Inc. (ITS)
P.O. Box 20270
Long Beach, CA 90801

and

Palm Beach County
Facilities Development & Operations Department
2633 Vista Parkway
West Palm Beach, FL 33401
Email: PBCFacilityUsePermit@pbcgov.org

Thereafter, during the term of the Agreement City shall provide such evidence of ALL required insurances to ITS via email at pbc@instracking.com or via fax to (562) 435-2999. Such evidence must be provided prior to the expiration date of each and every insurance required herein.

EXHIBIT C
SOUTH COUNTY COURTHOUSE GARAGE
OPERATIONS PLAN FOR CITY USE

A. General

1. Use. The City will use the Premises (referred to hereinafter as the “Garage”) only to provide parking for employees of the City’s downtown businesses who have been issued decals or other vehicle identifiers as a participant in the City’s Parking Program for City Special Events, subject to Section 3 below. “For-profit” use of the Garage is NOT permitted.
2. Fees. The City has set a fee of no more than \$20.00 per month for participant parking to cover the costs of the parking program. No other use of the fees is permitted. City shall provide the County with a report at the end of the third, sixth, ninth and twelfth months of this Agreement indicating the total amount of fees collected as well as expenses incurred in the operation and use of the Premises and in complying with the requirements of this Agreement.
3. Other Events. The City acknowledges that entering into this License Agreement will effectively cease the County from entering licenses for City special events as it has done for the last 15-20 years. The City acknowledges that it is the sole responsibility of the City to determine the proper use for the Parking Garage during the times reserved pursuant to this License Agreement. If the City chooses to use the Parking Garage for an Event, the City will still be required to comply with the terms of this License, but shall use the alternative language structure for charging for use more particularly described below.

“Licensee may charge a fee of \$5.00 for the use of parking. Licensee shall provide the County with a report indicating the total amount of fees collected as well as expenses incurred in collecting the fees and in complying with the other requirements of this Agreement. Licensee acknowledges that the County will approve the Licensee to collect a fee for parking when the revenues from same are accrued only to the Licensee, the County, and/or the Delray Beach Public Library.”

4. Parking Program Hours. During the Parking Program hours of use, City shall place a sign at the entrance of the Premises that states: (i) the exact time that the Premises will close, and (ii) a warning that vehicles left in the Premises after closing may be towed. All contact information on public signage and Parking Program materials shall provide City staff, City vendor, or City of Delray Beach Police Department contact information.
5. Parking. Parking Program participants shall be instructed to first utilize empty spaces on the top floors of the Garage prior to parking in the lower level Garage parking spaces during Courthouse business hours (7:00 AM to 5:00 PM weekdays). Courthouse customers are permitted to enter the Garage at any time the Courthouse is open. Only vehicles with City issued decals or other Parking Program identification will be permitted to enter and

park in the Garage after 5:00 PM. City's use is non-exclusive and County may permit other County uses of the Garage.

B. Spaces and Hours of Permitted Use

1. Permitted Hours.

The hours of permitted use are set forth in the Hours/Spaces Table below.

HOURS/SPACES TABLE

DAY	HOURS	TOTAL PERMITTED GARAGE SPACES
Weekdays	3:00 PM – 6:00 PM	200 spaces
Weekdays	6:01 PM – 3:00 AM	350 spaces
Weekends/Holidays (Only if Courthouse Closed to Public)	11:00 AM – 3:00 AM	350 spaces
New Year's Eve thru New Year's Day	See Weekdays or Weekends Hours for start time depending on day of the week. New Year's Eve use will continue to 5:00 AM New Year's Day.	Weekdays or Weekends Total Permitted Garage Spaces apply depending on day of the week.
Other Closures	Variable	Variable

2. Garage Spaces.

It shall be solely up to City to administratively manage, and operate the Garage (including on-site staffing during all hours of use) and ensure that the total spaces used do not exceed the number of parking spaces authorized above. The City will provide the County with a narrative and policy detailing how the City will handle the enforcement of unauthorized vehicles.

3. Closures.

County closures of the Garage may encompass the entire Garage or only part of the Garage. Such Closures may be required for repairs, maintenance, emergency operations, security related incidents or operations, or for such other purposes as County deems appropriate in County's sole discretion. Except for emergency closures such as security incidents or emergency repairs and/or maintenance, County shall make reasonable effort; to 1) provide reasonable advance notice of

Closures; 2) schedule and perform Closures to minimize operational impact to City, and 3) cooperate with City to reduce the impact of Closures, such as closing only the specific area of the Garage that is impacted. Notwithstanding the prior sentence, County is not required to incur additional costs, or delay repairs or maintenance that County deems necessary for safety or required to prevent further deterioration or damage to the Garage. City is solely responsible for communicating with Parking Program participants concerning Closures.

C. Keys

1. The keys to the Garage will be kept in the yellow Knox Box. Two keys to the yellow Knox Box will be issued to the City; one for the contracted vendor/staff and one to be maintained at the Police Department. It will be the responsibility of the City's contracted vendor/staff to obtain remove the keys from the Knox Box for its use each night and replace the keys into Knox Box when the Garage is closed. The City will provide the County with a list of vendor personnel and/or staff, including name, date of birth and driver's license number, who are authorized to access the Knox Box. The approved written list shall be provided to Stefanie Beskovoyne, the County's Business & Community Agreements Manager at SBeskovoyne@pbcgov.org. Such list may be updated in writing from time to time by transmitting the updated written list with highlighted changes to the Business & Community Agreements Manager. Those persons identified on the list shall be required to comply with the provisions of Ordinance 2003-030, as amended, the Criminal History Records Check Ordinance ("Ordinance") for unescorted access to the Garage which is a "critical facility" as identified in Resolution R-2013-1470, as amended. City shall contact the County's Electronic Security & Services Division (ESS) Access Section by calling 561-233-0750 to obtain instructions for meeting the requirements of this Ordinance. Those persons identified on the list will call the ESS Access Section and make an appointment for fingerprinting. Upon successful completion of the background check, the individuals passing the background check requirement will be issued a badge. The City must ensure that only persons who are on the list and who have successfully passed the background check.

2. City and City's vendor shall safeguard the keys and shall not provide the keys at any time to any person (including City staff) unless they are on the approved list. No duplicate keys shall be made by City at any time.

3. Each and every day (including weekends and Courthouse holidays), after the Garage is empty, has been cleaned and fully secured, the City's vendor/staff will place the keys back in the Knox Box at the Garage.

4. The City must immediately notify County Facilities Management of any lost or misplaced key to the Knox or lost or misplaced Garage key and the City shall be responsible for all costs of rekeying.

D. Opening and Closing

1. County Security will secure all vehicular and pedestrian doors to the Garage when Courthouse business has ceased. When the Garage has been secured by County Security, the

City's Vendor will assume the duties of providing access to employees/vehicles in the Parking Program through to Closing. Vehicular access through the North Entrance only shall be provided only to those with Program decals. Pedestrians may gain access via the vehicular gate or the adjacent pedestrian door; but in either instance; the gate/door must be closed and secured after immediately after entry.

2. After performing a check to ensure all patrons and vehicles have exited, the City's vendor shall lock all gates and doors, including the stairwell access doors, ground level doors and exterior white gate. The keys shall be left in the lockbox after the Garage has been cleaned. On Fridays, Saturdays and holidays when the Courthouse is closed to the public on the next day, the keys will be retained by the City vendor (or the City PD) until 3:00 AM of the morning that the Courthouse is next open to the public.

3. The Garage must be closed, cleaned and secured no later than 3:00 AM.

4. All vehicles are to be removed prior to 7:00 AM on any day the Courthouse is open.

E. Security

1. The City vendor will open and close the garage pursuant to instructions above.

2. The City vendor will assume all safety and security duties and responsibilities each day during the Parking Program hours of use and while any vehicle remains in the Garage until same is removed. The City will assume and be solely responsible for the safety and security of the garage and all vehicles, City employees, volunteers and all public users or program participants during the Parking Program hours of use and until all vehicles have been removed from the garage as required by this Agreement.

3. The Delray Beach Police Department is responsible for responding to emergencies at the parking garage during the Parking Program hours of use pursuant to this Agreement. The City of Delray Beach Police Department shall be the 1st responder to any and all calls for security and/or law enforcement incidents during the Parking Program hours of use pursuant to this Agreement. After responding to a law enforcement call for service (other than lost/locked keys), the Delray Beach Police Department shall call the PBSO Command Center at 561-355-6630 and describe the nature of the call and response so that PBSO can determine if any follow-up is required prior to opening for Courthouse business. Any security incidents, calls to PBSO or to the Delray Beach Police Department, accidents, slip and falls, or any incident resulting in a call to 911 must be reported immediately to Facilities Management at the contact numbers set forth below.

4. In the event of an accident or injury resulting in a call to 911 occurring at the Garage, or at an entrance/exit of the Garage, the City vendor shall; 1) immediately notify Facilities Management at the contact information below; 2) complete an incident report and remain on site until the Garage is secured and all documentation requested/required by Facilities Management has been completed; and 3) immediately barricade off any accident area at the Garage to prevent alteration and/or access to the accident area pending direction from Facilities Management.

5. The City vendor will man the entrance to the garage beginning at 3pm on Weekdays or on the weekends/holidays during all hours of the Parking Program operation, or other time as permitted in the Hours/Spaces Table. A parking permit is required for entrance into the Garage. The City shall maintain an updated list of all the Program Participants with the appropriate contact information, including a phone number.

6. If the City vendor has to leave the garage, the garage WILL BE SECURED and a sign posted until his/her return. City acknowledges that the vendor's physical presence is necessary to allow entry and exit from the facility.

7. City will only use the North Entrance to allow vehicles in and out of the garage.

8. City shall not "prop" or keep open any doors. City is responsible for ensuring the Security of the doors and access points in the garage.

9. If for any reason, a vehicle registered to the Parking Program must remain in the garage overnight (ie: vehicle disabled, employee had medical emergency during work day, etc), the City vendor shall contact the PBSO Command Center with the make, model, and license plate number of vehicle along with contact information for the owner.

10. The City shall be responsible for towing any unauthorized vehicle which remains after Program hours. It is the City's responsibility to ensure removal of any unauthorized vehicle, unless otherwise instructed by the PBSO Command Center.

F. Maintenance

1. The Garage is to be cleaned prior to the vendor securing the Garage and returning the keys to the lockbox at 3:00 AM.

2. The clean-up shall include emptying trash receptacles and picking up litter and trash in the parking Garage and on the outer perimeter. The City may use the County's trash receptacles for waste. However, City acknowledges that on weekends or extended periods, the County's trash receptacles may not be sufficient to keep the premises clean. City agrees to remove all trash from the premises before closing the garage each day.

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

4. All cleaning up and removal of debris and/or litter must be completed prior to 3:00 AM.

5. Any damage to the Garage during the City's use must be immediately reported to Facilities Management at the contact number "County Contact Information" prior to the vendor leaving the Garage for the evening. City vendor is responsible for taking immediate action to barricade off any damaged area from use to prevent further damage and/or injury to persons.

6. Problems with the elevators, lights, or other facility related mechanical items occurring during the licensed use shall be reported to Facilities Management, “Contact Information for County” set forth below.

G. County Contact Information

1. **Regular Business Hours.** Contact information during regular business hours is to Facilities Management Gary Gellerman 561-276-1346 or 561-271-5188 and Parking Coordinator William Dart at 561-355-1755.

2. **After Hours/Holidays/Weekends for Facility Issues:** Contact information for after-hours, weekends and holidays is to County’s Emergency Operations Center at 561-712-6428. Examples of Facilities Issues are power outages, elevator non-operational, gates not operating, etc.

3. **After Hours/Holidays/Weekends for Non-Facility Issues:** Contact information for after-hours, weekends and holidays is to PBSO Courthouse Command Center at 561-355-6630.