

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**AGENDA ITEM SUMMARY**

---

Meeting Date:	January 12, 2021	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
		<input type="checkbox"/> Workshop	<input type="checkbox"/> Public Hearing

---

Department: Fire-Rescue

---

**I. EXECUTIVE BRIEF**

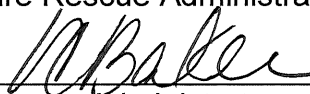
**Motion and Title:** **Staff recommends motion to receive and file:** a License Agreement Relating to Fire Rescue Training and Structure Burn with South Florida Fair and Palm Beach County Expositions, Inc. for the period November 20, 2020 through December 4, 2020.

**Summary:** On February 5, 2013, the Board adopted Resolution Number R2013-0175 authorizing the County Administrator, or designee (the Fire Rescue Administrator) to execute standard agreements with property owners relating to fire rescue training, including live structure burns. This License Agreement grants Palm Beach County Fire Rescue the authority to conduct fire rescue training exercises on the property identified in the agreement. This standard License Agreement has been fully executed by the Fire Rescue Administrator and the property owner, and is now being submitted to the Board as a Receive and File agenda item in accordance with Countywide PPM CW-O-051 for the Clerk and Comptroller's Office to receive and file. Countywide (SB)

**Background and Justification:** The Fire Rescue Department has determined that live structure burns are an important component of fire rescue training and enhances fire rescue services to the public. Fire rescue training exercises are conducted on particular pieces of property that become available for use from time to time with the consent and authorization of the property owner.

**Attachment:** License Agreement Relating to Fire Rescue Training and Structure Burn

---

<b>Recommended by:</b>		<u>12-8-2020</u>
	Assistant Fire Chief	Date
<b>Approved by:</b>		<u>12/8/2020</u>
	Fire Rescue Administrator	Date
<b>Approved by:</b>		<u>12/17/2020</u>
	County Administrator	Date

**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2021	2022	2023	2024	2025
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<b>* 0</b>	_____	_____	_____	_____
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	<b>0</b>	_____	_____	_____	_____

Is Item Included in Proposed Budget? Yes \_\_\_ No X  
 Does this item include the use of federal funds? Yes \_\_\_ No X

Budget Account No.: Fund \_\_\_ Dept \_\_\_ Unit \_\_\_  
 Revenue Source \_\_\_/Object \_\_\_

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

\* The approval of this agreement will not increase nor decrease the Fire Rescue budget.

C. Departmental Fiscal Review: *[Signature]*

**III. REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Development and Control Comments:**

*[Signature]* 12/10/2020  
 OFMB *[Handwritten notes]*

*[Signature]* 12/15/2020  
 Contract Development and Control  
 12-14-20 TW

**B. Legal Sufficiency**  
*[Signature]*  
 for S. Burrows 12/16/2020  
 Assistant County Attorney

**C. Other Department Review:**  
 \_\_\_\_\_  
 Department Director

**LICENSE AGREEMENT  
RELATING TO FIRE-RESCUE TRAINING AND STRUCTURE BURN**

This Agreement is made the 18<sup>th</sup> day of November, 2020, between South Florida Fair and Palm Beach County Expositions, Inc., a Florida not-for-profit corporation, (hereinafter referred to as "Owner") and Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter the "County").

**WHEREAS**, the County desires to conduct fire-rescue training exercises on a particular parcel of property owned by Owner, which may include the burning of the structure(s) thereon as identified below, and Owner desires that the County conduct fire-rescue training exercises on said property, which may include the burning of said structure(s) thereon;

**NOW THEREFORE**, in consideration of the mutual representations, terms and covenants hereinafter set forth and the benefits hereby acknowledged as mutually accruing unto each party, the parties hereby agree as follows:

**ARTICLE 1: OWNER'S REPRESENTATIONS**

Owner represents, certifies and warrants to the County that the following facts are true and will remain true from the time of execution of this Agreement through the end of the training period authorized under this Agreement:

Owner is the sole legal owner of the parcel of property described below, located in Palm Beach County, Florida, and any and all structures and improvements situated thereon, including the structure described below:

**Parcel Identification Number or Legal Description of Property:**

00-42-43-27-05-007-0171

**Property Street Address:**

9067 Southern Boulevard, West Palm Beach, Florida, 33411

**Type of Structure(s) and Visual Description:**

Two-Story Wooden House located near Yesteryear Village (hereinafter the "Structure")

**Owner's Address:** 9067 Southern Boulevard, West Palm Beach, Florida, 33411

The portion of said parcel that is shown within the boundary lines on the map attached hereto as **Exhibit C**, and incorporated herein, and the Structure, shall be referred to hereinafter collectively as the "Property".

Owner is vested with fee simple title to the Property and has the authority to grant this consent and authorization to conduct fire-rescue training on the Property including the destruction of the Structure by burning. Title to the Property has been examined on Owner's behalf and there are no outstanding mortgages, liens or other encumbrances upon the Property, nor any other encumbrances that would prohibit or limit Fire Rescue training on the Property, including burning of the Structure. Owner has provided the County with an Opinion of Title in a form acceptable to County (attached hereto as **Exhibit A**, and incorporated herein) and upon which County is entitled to rely. No other persons or entities have

any interest in the Property. All utility services to the Structure have been disconnected, including but not limited to gas, electric, water, telephone and cable.

Based on its knowledge and inspection of the Property and an asbestos survey by a qualified inspector, Owner has notified the County in writing of any and all dangerous conditions or substances on or about the Property, including but not limited to any structural damage and the existence of asbestos, fuel or other

potentially injurious or hazardous materials or substances. The Property, including the Structure, is not insured for property damage. Owner has provided the County with proof of no property damage insurance in a form acceptable to County (attached hereto as **Exhibit B** and incorporated herein) and upon which the County shall be entitled to rely.

**ARTICLE 2: CONSENT AND AUTHORIZATION**

Owner hereby authorizes the County and its agents, employees, officers and invitees to enter upon and occupy the Property, and to conduct thereon fire-rescue training exercises, specifically including but not limited to the burning of the Structure, and any activities related or incidental to the fire-rescue training. Owner further authorizes the County to post “no trespassing” signs on the Property and to order any unauthorized persons to leave the Property. This consent and authorization shall be valid during the period of time from November 20, 2020 through and including December 4, 2020 (hereinafter referred to as the “authorized training period”). Owner further authorizes the County to inspect the Property, or to have it inspected, prior to and during the authorized training period.

Owner understands and acknowledges that it is anticipated that the Structure will be consumed in its entirety of all combustibles. Owner consents to and acknowledges the effects that said burn may have on the physical composition of the Structure, other nearby structures, the Property and/or other nearby property, and the makeup of non-combustibles which are a part of, or located in, on, or in proximity to, the Structure, other nearby structures, the Property and/or other nearby property. Owner also consents to and acknowledges that natural vegetation or growth on or in proximity to the Structure or Property may be destroyed or damaged, either directly or indirectly, from the fire-rescue training exercises.

Owner understands and acknowledges that the County will expend resources in preparing for said fire-rescue training exercises and that the County, in reliance upon this Agreement, may decline to pursue other properties available for training. Owner understands and acknowledges that if it revokes its consent and authorization prior to the end of the authorized training period, then the County may pursue legal recourse to enforce this Agreement and collect damages incurred in its reliance hereon. Owner agrees to notify the County of any revocation in writing with at least five days prior notice.

**ARTICLE 3: RESPONSIBILITIES AND DUTIES**

The nature, extent and timing of fire-rescue training activities to be performed on the Property by the County rests solely within the discretion of the County. The County may refuse to burn the Structure or conduct other training exercises on the Property, or may discontinue any such burn or training exercises, should the County determine that such activity cannot be conducted in a reasonably safe and appropriate manner or for any other reason or for no reason. Any fire-rescue training exercises conducted by the County pursuant to this Agreement shall be conducted under appropriate supervision and in accordance with fire-rescue training industry safety standards to minimize the exposure to undue harm.

The cost of conducting the fire-rescue training exercises authorized hereunder shall be borne by the County, except that Owner shall be responsible for the cost of abating or removing any hazardous conditions and materials, including removal of asbestos, as deemed necessary or prudent pursuant to inspections performed on the Property. Owner shall be responsible for having said hazardous conditions and materials abated or removed by a qualified contractor and in accordance with any applicable laws, regulations and safety standards. Owner shall provide the County with documentation confirming the abatement or removal of hazardous conditions and materials.

Prior to the commencement of the authorized training period, the County will provide Owner with a schedule indicating the anticipated type of training exercises to be performed and the anticipated dates for each training exercise. The County Fire-Rescue Department may alter this schedule with prior notice to Owner.

Owner shall be responsible for securing the Property, including the Structure, against entry from unauthorized persons before and during the authorized training period. Upon completion of the training activities, Owner will be fully responsible for the cleanup and removal of any remaining portions of the Structure and any debris in accordance with any applicable laws and regulations and for securing and creating a safe site.

Owner acknowledges benefits received by it under this Agreement in the possible monetary savings in razing costs of the Structure and enhancement of fire-rescue services by this training opportunity. The County acknowledges benefits received by it under this Agreement in the opportunity for live fire-rescue training and enhancement of fire-rescue services.

#### **ARTICLE 4: INDEMNIFICATION**

In consideration of the County conducting fire-rescue training exercises on the Property, which may include the burning of the Structure, and other valuable consideration received and acknowledged, Owner shall protect, defend, reimburse, indemnify, release and hold harmless the County, its agents, employees and elected officers from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, whether known or unknown, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising out of or in any way related or incidental to this Agreement, including but not limited to claims relating to any fire-rescue training exercises, inspections and Structure burns on the Property, claims of mortgage and lien holders, claims relating to lack of clear title to the Property or lack of authority to authorize the Structure burn, claims relating to the existence of property damage insurance on the Property, claims relating to damage to the Structure, other nearby structures, the Property and/or other nearby property, claims arising from harmful conditions on the Property, and claims relating to environmental or bodily injury (including death); provided however that with respect to damage or injury to County equipment or personnel acting within the scope of their duties, this paragraph shall apply only to the extent that such damage or injury arises out of or is in any way related or incidental to an act, omission or liability attributable in whole or in part to Owner or its agent, including but not limited to the failure to disclose any harmful condition.

**ARTICLE 5:           INSURANCE**

Owner will not file any insurance claim relating to damage or destruction of the Property, including the Structure, arising out of or in any way related to the fire-rescue training exercises performed hereunder, including related inspections and Structure burns.

**ARTICLE 6:           NOTICES**

All notices required to be given under this Agreement shall be deemed sufficient to each party when delivered by hand or by certified mail, return receipt requested, to:

**Owner:**

South Florida Fair and Palm  
Beach County Expositions, Inc.  
9067 Southern Boulevard  
West Palm Beach, FL 33411  
Attn: Victoria A. Chouris, President

**County:**

Palm Beach County Fire Rescue  
405 Pike Road  
West Palm Beach, FL 33411  
Attn: Fire Rescue Administrator

**ARTICLE 7:           REMEDIES**

This Agreement shall be construed by and governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement shall be held in a court of competent jurisdiction located Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizens or employees of the County and/or Owner.

**ARTICLE 8:           SEVERABILITY**

In the event that any section, paragraph, sentence, clause, or provision hereof is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

**ARTICLE 9:           SURVIVABILITY**

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, shall survive the execution and delivery of this Agreement, the consummation of the activities contemplated hereby, and the expiration or earlier termination of this Agreement.

**ARTICLE 10: ENTIRETY OF AGREEMENT**

This Agreement represents the entire understanding between the parties, and supersedes all other negotiations, representations, or agreement, either written or oral, relating to this Agreement.

**ARTICLE 11: CONTEXT, PLURAL, GENDER**

Where the context of this document requires for clarity, the singular shall include the plural, the plural shall include the singular, and the gender shall be interchangeable.

**ARTICLE 12: PALM BEACH COUNTY OFFICE OF 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. To the extent permitted by law, the Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of Owner, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Notwithstanding any other provision in this Agreement, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General, Palm Beach County Code, Sections 2-421 - 2-440, as amended.

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

**ARTICLE 13: NONDISCRIMINATION**

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 R2017-1770, as may be amended, the Owner 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, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

As a condition of entering into this Agreement, the Owner represents and warrants that it will comply with the County's Commercial Nondiscrimination Policy as described in Resolution 2017-1770, as amended. As part of such compliance, the Owner shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the Owner retaliate against any person for reporting instances of such discrimination. The Owner shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the County's relevant marketplace in Palm Beach County. The Owner understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification or debarment of the

company from participating in County contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. Owner shall include this language in its subcontracts.

**ARTICLE 14: AVAILABILITY OF FUNDS**

The County's performance and obligation to pay under this Agreement for subsequent fiscal years are contingent upon annual appropriations for its purpose by the Board of County Commissioners.

**ARTICLE 15: CONFLICT OF INTEREST**

Owner represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes, and the Palm Beach County Code of Ethics. Owner further represents that no person having any such conflict of interest shall be employed for said performance of services.

Owner shall promptly notify the County's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence Owner's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that Owner may undertake and request an opinion of the County as to whether the association, interest or circumstance would, in the opinion of the County, constitute a conflict of interest if entered into by Owner. The County agrees to notify Owner of its opinion by certified mail within thirty (30) days of receipt of notification by Owner. If, in the opinion of the County, the prospective business association, interest or circumstance would not constitute a conflict of interest by Owner, the County shall so state in the notification and Owner shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the County by Owner under the terms of this Agreement.

**ARTICLE 16: PUBLIC ENTITY CRIMES**

As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, Owner certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

**ARTICLE 17: CONTINGENT FEES**

Owner warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Owner to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Owner, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.



**ARTICLE 18: REGULATIONS; LICENSING REQUIREMENTS**

Owner shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion, and Florida's public records law. Owner is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

**ARTICLE 19: ARREARS**

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

**ARTICLE 20: SUCCESSORS AND ASSIGNS**

The County and Owner each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Neither the County nor Owner shall assign, sublet, convey or transfer its interest in this Agreement without the prior written consent of the other.

**ARTICLE 21: SCRUTINIZED COMPANIES**

As provided in F.S. 287.135, by entering into this Agreement or performing any work in furtherance hereof, the Owner certifies that it, its affiliates, suppliers, subcontractors and contractors who will perform hereunder, have not been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, pursuant to F.S. 215.4725. Pursuant to F.S. 287.135(3)(b), if Owner is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Agreement may be terminated at the option of the County.

**ARTICLE 22: PUBLIC RECORDS, ACCESS AND AUDITS**

The County shall have the right to request and review Owner's books and records to verify Owner's compliance with this Agreement. Owner shall retain all books and records pertaining to this Agreement, including, but not limited to, subcontractor payment records, for five (5) years after project completion date. The County and the Palm Beach County Inspector General shall have access to such records as required in this Article for the purpose of inspection or audit during normal business hours, in Palm Beach County at any reasonable time during the five (5) years.

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the Owner: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2), F.S., the Owner shall comply with the requirements of Section 119.0701, F.S., as it may be amended from time to time. The Owner is specifically required to:

- A. Keep and maintain public records required by the County to perform services as provided under this Agreement.
- B. Upon request from the County's Custodian of Public Records (County's Custodian) or County's representative/liaison, on behalf of the County's Custodian, provide the

County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The Owner further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.

C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law forth duration of the contract term and following completion of the Agreement, if the Owner does not transfer the records to the public agency. Nothing contained herein shall prevent the disclosure of or the provision of records to the County.

D. Upon completion of the Agreement, the Owner shall transfer, at no cost, to the County all public records in possession of the Owner unless notified by County's representative/liaison, on behalf of the County's Custodian, to keep and maintain public records required by the County to perform the service. If the Owner transfers all public records to the County upon completion of the Agreement, the Owner shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Owner keeps and maintains public records upon completion of the Agreement, the Owner shall meet all applicable requirements for retaining public records. All records stored electronically by the Owner must be provided to County, upon request of the County's Custodian or the County's representative/liaison, on behalf of the County's Custodian, in a format that is compatible with the information technology systems of County, at no cost to County.

**IF THE OWNER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE OWNER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT [RECORDSREQUEST@PBCGOV.ORG](mailto:RECORDSREQUEST@PBCGOV.ORG) OR BY TELEPHONE AT 561-355-6680.**

Owner acknowledges that it has familiarized itself with the requirements of Chapter 119, F. S., and other requirements of state law applicable to public records not specifically set forth herein. Failure of the Owner to comply with the requirements of this Article, Chapter 119, F.S. and other applicable requirements of state law, shall be a material breach of this Agreement. County shall have the right to exercise any and all remedies available to it for breach of contract, including but not limited to, the right to terminate for cause.

**ARTICLE 23: E-VERIFY - EMPLOYMENT ELIGIBILITY**

Owner warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended. No later than January 1, 2021, Owner shall: (1) register with and use the E-Verify System (E-Verify.gov), to electronically verify the employment eligibility of all newly hired workers; and (2) verify that all of the Owner's subcontractors performing the duties and obligations of this Agreement are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

Owner shall obtain from each of its subcontractors an affidavit stating that the 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. Owner shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Agreement which requires a longer retention period.

County shall terminate this Agreement if it has a good faith belief that Owner has knowingly violated Section 448.09(1), Florida Statutes, as may be amended.

If County has a good faith belief that Owner's subcontractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, County shall notify Owner to terminate its contract with the subcontractor and Owner shall immediately terminate its contract with the subcontractor.

If County terminates this Agreement pursuant to the above, Owner shall be barred from being awarded a future contract by County for a period of one (1) year from the date on which this Agreement was terminated. In the event of such contract termination, Owner shall also be liable for any additional costs incurred by County as a result of the termination.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement on the day and year first above written.

WITNESS:

Laura A. Chau  
Signature

Laura A. Chau  
Name

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: [Signature]  
FCR County Attorney

WITNESS:

[Signature]  
Signature

"11/8/20 Samuel Eaton  
Name

**PALM BEACH COUNTY, FLORIDA, BY ITS  
BOARD OF COUNTY COMMISSIONERS**

By: [Signature]  
Reginald K. Duren, Fire Rescue Administrator,  
Through Verdenia C. Baker, County Administrator

APPROVED AS TO TERMS AND CONDITIONS

By: [Signature]  
Fire Rescue

**SOUTH FLORIDA FAIR AND PALM BEACH  
COUNTY EXPOSITIONS, INC.**

By: [Signature]  
Victoria A. Chouris, President

EXHIBIT A

FOSTER & FUCHS, P.A.

ATTORNEYS AT LAW

GREENWAY PROFESSIONAL CENTER  
4425 MILITARY TRAIL - SUITE 109  
JUPITER, FLORIDA 33458-4817

JOHN FENN FOSTER  
LANCE C. FUCHS  
DOMINIC F. DeCESARE

TELEPHONE (561) 799-6797  
FACSIMILE (561) 799-6551

ROBERT McK. FOSTER (1922-1998)  
ROBERT M. FOSTER (1893-1958)

E-MAIL: lfuchs@fosterfuchs.com

October 28, 2020

Reginald K. Duren  
Fire Rescue Administrator  
405 Pike Road  
West Palm Beach, FL 33411

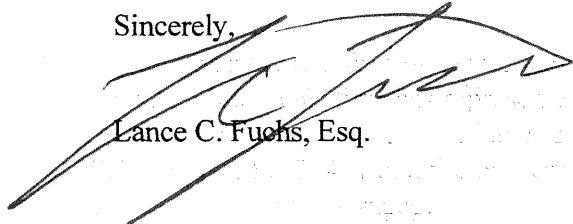
**Re: Opinion of Title for Fire Rescue Training  
9067 Southern Boulevard, West Palm Beach, FL 33411  
South Florida Fairgrounds  
PCN: 00424327050070171**

Dear Mr. Duren:

I am a Florida licensed attorney and a partner in a firm who practices in the area of real estate and corporate law in Palm Beach County, Florida. Our firm has represented the South Florida Fair and Palm Beach County Expositions, Inc. ("Fair") since 1952. We have reviewed the chain of title for 9067 Southern Boulevard, West Palm Beach, FL 33411 and the property and structure is owned by the Fair in fee simple and there are no outstanding mortgages, liens or encumbrances upon the structure. There is nothing our firm is aware of that would prohibit Fire Rescue Training on the Fair's property including the burning of the structure identified in the agreement.

If you have any questions regarding this opinion letter, please do not hesitate to contact me.

Sincerely,



Lance C. Fuchs, Esq.

Cc: Client

**EXHIBIT B**  
**AFFIDAVIT OF NON-INSURANCE**

STATE OF FLORIDA  
COUNTY OF PALM BEACH COUNTY

Before me, the undersigned personally appeared who was sworn and says:

1. I am over the age of 18, I am the President and CEO of the South Florida Fair and Palm Beach County Expositions, Inc and make this affidavit based on my own knowledge of the facts herein.
2. The structure on the property described below by its PCN, located in Palm Beach County, Florida, is not insured for property damage.

**PCN: 00424327050070171**

**Property Street Address: 9067 Southern Boulevard, West Palm Beach, FL 33411**

**Type of Structure: Two Story Wooden House located near Yesteryear Village**

**Name and Address of Owner: South Florida Fair and Palm Beach County Expositions, Inc.**

3. I understand that if Palm Beach County performs Fire-Rescue training activities on the property described above, which may include the burning and destruction of the structure situated thereon, the County will do so in reliance upon the facts stated in this affidavit.

FURTHER AFFIANT SAYETH NAUGHT

Under penalties of perjury, I declare that I have read the foregoing, and the facts alleged are true, to the best of my knowledge and belief.

Signed on 10-22-, 2020.

South Florida Fair and Palm Beach County Expositions, Inc.

By: Victoria A. Chouris  
Victoria A. Chouris, Pres./CEO

Signed and sworn to (of affirmed) before me by means of  physical appearance or  online notarization this 22<sup>nd</sup> day of October, 2020, by Victoria A. Chouris.

Personally Known

[Signature]  
Notary Public

1

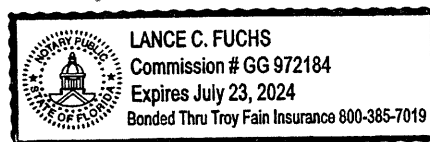


EXHIBIT C

