

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERSs
AGENDA ITEM SUMMARYs**

Meeting Date: November 21, 2023	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
	<input type="checkbox"/> Ordinance	<input type="checkbox"/> Public Hearings

Department: Facilities Development & Operations

1.s EXECUTIVE BRIEFs

Motion and Title: Staff recommends motion to approve: an Agreement (“Agreement”) with the South Florida Fair and Palm Beach County Expositions, Inc. (“Fair”) under which the County will fund/reimburse up to \$1,000,000 in development, design and construction costs for a new Expo Centers at the fairgrounds which will be used as special needs center by the County during emergencies (“New Expo Center – SNU-2 Project”). The Agreement will continue until completion of the New Expo Centers – SNU-2 Project, at which time the parties agree to enter into a use agreement for the special needs shelter.s

Summary: Since 1998, the County and the Fair have had an agreement under which the County uses the Fair’s existing Expo Center as a special needs shelter during times of emergencies (currently the 2023 Amended and Restated SNU Agreement R2023-1097). Both parties recognize the need for the Fair to have additional expo space at the Fairgrounds and for the County to have additional space for sheltering evacuees during emergencies. Under the new Agreement, the County will fund/reimburse the Fair up to \$1,000,000 of development, design and construction costs for the New Expo Center – SNU-2 Project. The Fair will be responsible for: 1) selecting and overseeing all consultants and contractors; 2) submitting the design documents to the County for review for compliance with the design requirements for use of the building as an emergency shelter; 3) obtaining funding for the new building in excess of the County’s contribution. The County’s obligation under the Agreement will be to timely pay any and all costs paid by Fair for the New Expo Center/SNU-2 Project not to exceed the currently appropriated County contribution of one million dollars (\$1,000,000). The County also agrees out of its currently appropriated contribution to advance up to \$100,000 to Fair upon approval of the Agreement to reimburse expenses incurred by the Fair for the project prior to approval of the Agreement. Both parties expect that the currently appropriated County contribution will be primarily (if not completely) spent in the development of initial design documents and construction cost estimates. Once the same are completed by the Fair, County staff will prepare an agenda item for consideration by the Board of County Commissioners with a recommendation on the matter of the possibility of cost sharing for the design/construction elements that will allow the new Expo Center to serve as a special needs center. Under the Agreement, the Fair grants to the County exclusive use and possession of the SNU-2 during emergencies upon substantial completion of the New Expo Center/SNU-2 Project. The parties also agree to enter into an agreement which is substantially similar to the 2023 Amended and Restated SNU Agreement regarding use of new facility by the County during emergencies. Funding for this agreement is from the General Fund. **(FDO Admin) District 6/Countywide (MWJ)**

Background and Justification (continued on page 3):

- 1.s Agreement
- 2.s Budget Availability Statements

Recommended By: <u><i>[Signature]</i></u>	<u><i>10/30/23</i></u>
Department Director	Date
Approved By: <u><i>[Signature]</i></u>	<u><i>11/2/23</i></u>
County Administrators	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2024	2025	2026	2027	2028
Capital Expenditures					
Operating Costs	\$1,000,000				
External Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	\$1,000,000				
# ADDITIONAL FTE POSITIONS (Cumulative)					

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

Budget Account No:
 Fund 0001 Dept 760 Unit 7624 Object 8101

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

Funding for this agreement is from the General Fund.

C. Departmental Fiscal Review: [Signature]

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

[Signature] 10/24/2023
 OFMB 10/24/23
 10-24-23
[Signature] 10/31/23
 Contract Development and Control
 10/31/23

B. Legal Sufficiency:
[Signature] 11/1/23
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

Background and Justification (continued from page 1):

The County has a long history supporting and assisting the Fair as the fairgrounds are open to and benefit all County residents. Since 1998, the County and the Fair have had an agreement, which has been amended many times, under which the County uses the Fair's existing Expo Center as a special needs shelter during times of emergencies. The County has used the existing Expo Center as a shelter on multiple occasions as a result of emergency events. Both parties now recognize the need for the Fair to have additional expo space at the Fairgrounds and for the County to have additional space for sheltering evacuees during emergencies. Under the new Agreement, the County will fund/reimburse the Fair up to \$1,000,000 of development, design and construction costs for the New Expo Center - SNU-2 Project. Upon substantial of the New Expo Center- SNU-2 Project, the County will have the right to exclusive use and possession of the SNU-2 during emergencies. The County and the Fair will enter into an agreement which is substantially similar to the 2023 Amended and Restated SNU Agreement regarding use of new facility by the County during emergencies.

BUDGET AVAILABILITY STATEMENT ATTACHMENT # 2

REQUEST DATE: 10/16/2023 REQUESTED BY: Melicia Wilson/FDO PHONE: 561-233-2544

PROJECT TITLE: South Florida Fair and Palm Beach County Expositions, Inc.
(Same as CIP or IST, if applicable)

IST PLANNING NO.:

ORIGINAL CONTRACT AMOUNT: \$ 1,000,000

BCC RESOLUTION#:

REQUESTED AMOUNT: \$1,000,000

DATE:

CSA or CHANGE ORDER NUMBER:

LOCATION:

BUILDING NUMBER:

DESCRIPTION OF WORK/SERVICE LOCATION: South Florida Fair and Palm Beach County Expositions, Inc.

PROJECT/W.O. NUMBER:

CONSULTANT/CONTRACTOR:

PROVIDE A BRIEF STATEMENT OF THE SCOPE OF SERVICES TO BE PROVIDED BY THE CONSULTANT/CONTRACTOR:

Fund/reimburse the development, design and construction costs for a new Expo Center at the Fairgrounds.

PROFESSIONAL SERVICES \$1,000,000
TOTAL \$1,000,000

** By signing this BAS your department agrees to these CID staff charges and your account will be charged upon receipt of this BAS by FD&O. Unless there is a change in the scope of work, no additional staff charges will be billed. If this BAS is for construction costs of \$250,000 or greater, staff charges will be billed as actual and reconciled at the end of the project. If the project requires Facilities Management or ESS staff your department will be billed actual hours worked upon project completion.*

BUDGET ACCOUNT NUMBER(S) (Specify distribution if more than one and order in which funds are to be used):

FUND: 0001 DEPT: 760 UNIT: 7624 OBJ: 8101

IDENTIFY FUNDING SOURCE FOR EACH ACCOUNT: (check and provide detail for all that apply)

- Ad Valorem (Amount \$ _____) Infrastructure Sales Tax (Amount \$ _____)
- State (source/type: _____ Amount \$ _____) Federal (source/type: _____ Amount \$ _____)
- Grant (source/type: _____ Amount \$ _____) Impact Fees: (Amount \$ _____)
- Other (source/type: _____ Amount \$ _____)

Department: FD 70

BAS APPROVED BY: [Signature]

DATE 10/16/2023

ENCUMBRANCE NUMBER: _____

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

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2023, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "County," and the SOUTH FLORIDA FAIR AND PALM BEACH COUNTY EXPOSITIONS, INC., a Florida non-profit corporation organized under Chapter 616, Florida Statutes, hereinafter referred to as "Fair".

WITNESSETH:

WHEREAS, the Fair is a non-profit organization organized and regulated by Chapter 616 of the Florida Statutes which owns approximately 122 acres in central Palm Beach County, Florida, which is located at 9067 Southern Boulevard, West Palm Beach, Florida ("Fairgrounds");

WHEREAS, the Fairgrounds contains various exhibit buildings comprising over 100,000 square feet of flat floor space ("Expo Center"), one of which buildings is commonly referred to as the Expo West ("Expo West") and is the West building of the two buildings connected together;

WHEREAS, the County is authorized under Florida Statutes Section 616.11 to make contributions to the Fair of money, services and property;

WHEREAS, pursuant to Chapter 616 of the Florida Statutes, all money and property of the Fair is deemed public property to be administered by the Fair as trustee, and should it cease to exist reverts back to the County;

WHEREAS, the County, under Florida Statutes Chapter 252, is responsible for safeguarding the lives of its citizens during emergencies and for establishing safe public shelter space for hurricane evacuations;

WHEREAS, the County and the Fair have entered into that certain Amended and Restated Agreement (R2023-1097) dated August 22, 2023 which documents the terms and conditions under which the County contributed to retrofitting and hardening certain portions of the Expo West for use by the County as an emergency shelter (the "Special Needs Shelter" or "SNU") and which documents the County's rights to the use, occupation and possession of the Special Needs Shelter immediately prior to, during, and after an emergency event for emergency protective measures including sheltering evacuees ("2023 Amended and Restated SNU Agreement");

WHEREAS, the Fair has determined that additional expo space is needed at the Fairgrounds ("New Expo Center");

WHEREAS, the County has determined that the County needs additional space for sheltering evacuees during an emergency (“SNU-2”);

WHEREAS, the County desires to provide funding to the Fair for the design of the New Expo Center at the Fairgrounds on the condition that the design of the New Expo Center include all the requirements necessary for use of the New Expo Center by the County as an emergency shelter for sheltering evacuees during an emergency (the “New Expo Center/SNU-2 Project”);

WHEREAS, the County has previously reviewed available properties in desired locations to serve as emergency shelters and due to the County’s prior investment in the facilities at the Fair as described above and due to lack of willing owners or available properties in desired locations, the County has determined to enter into this funding agreement with the Fair, which is considered to be a quasi-governmental entity under Florida law, for the design of New Expo Center at the Fairgrounds which design will also meet the design requirements of the County to serve as the SNU-2;

WHEREAS, the parties wish to agree that the terms and conditions of the County’s use of the New Expo Center/SNU-2 will be substantially similar to the terms and conditions set forth in the 2023 Amended and Restated SNU Agreement; and

WHEREAS, the County finds that this Agreement is in the public’s best interest and serves a public purpose.

NOW THEREFORE, in accordance with the mutual covenants hereinafter set forth and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1 - RECITALS

The parties affirm and incorporate the recitals set forth above.

ARTICLE 2 – FAIR’S OBLIGATIONS

Section 2.1 Design Services for the New Expo Center/SNU-2 Project. The Fair using its own resources will retain an architect/engineer firm (licensed in the State of Florida) to provide design services to create the required plans and specifications for the New Expo Center/SNU-2 Project. Additionally, the Fair and its selected consultant will prepare, obtain and review bids, prepare contract documents, obtain subconsultants and subcontractors as necessary, inspect work in progress, recommend payment to contractors and provide other professional services customarily provided by similar professionals for this type of project, including but not limited to determining the feasibility of the New Expo Center/SNU-2 Project, evaluating the site, conducting surveys, site preparation, soil testing, demolition, addressing drainage and erosion control systems, evaluating grading/soil compaction (collectively the “Design Services”).

Section 2.2 Design Reviews by the County. Fair will forward all design documents to the County Representative for review and approval as to consistency and compliance with the design requirements for use of the SNU-2 as an emergency shelter. The County Representative may also request review of the design by other stakeholders who assist in the operation of the SNU-2 during emergencies (e.g., Palm Beach County Department of Health). The County Representative's review (inclusive of any stakeholder review as determined by the County Representative) shall not be deemed a substitute for approval from any agency or other County department which issues permits and whose approval of plans and modifications may be required.

The design documents will be forwarded upon completion of the following:

- Schematic Design - County will have fifteen (15) business days after receipt to review and approve
- Design development – County will have fifteen (15) business days after receipt to review and approve
- 50% Construction Documents – County will have thirty (30) business days after receipt to review and approve
- 95% Construction Documents - County will have fifteen (15) business days after receipt to review and approve
- 100% Construction Documents (Bid Set) - County will have fifteen (15) business days after receipt to review and approve

The County Representative may request from Fair additional time for County's review of the design documents; Fair will not unreasonably withhold approval of such request for additional time.

Section 2.3 Funding for the New Expo Center/SNU-2 Project. The Fair is primarily responsible for obtaining funding for the New Expo Center/SNU-2 Project. The County's contribution to funding for the project is currently limited to the County's not to exceed amount set forth in Section 3.1 below (the "County Contribution"). Should the costs incurred by the Fair for the Design Services exceed the County's Contribution, the Fair will be responsible for such costs. Should the costs incurred by the Fair for the Design Services be less than the County Contribution, then the Fair may use the remaining County Contribution to fund a portion of the costs of construction.

Section 2.4 Construction Services for the New Expo Center/SNU-2 Project. The Fair will not award the construction contract (excluding the costs for the aforesaid Design Services) for the New Expo Center/SNU-2 Project until the Fair has sufficient funding available to complete the project.

Section 2.5 Use Agreement for the SNU-2. Upon substantial completion of the New Expo Center/SNU-2 Project, the Fair hereby grants to the County exclusive use and possession of the SNU-2 during emergencies and the parties shall enter into an agreement which is substantially similar to the 2023 Amended and Restated SNU Agreement.

ARTICLE 3 – COUNTY OBLIGATIONS

Section 3.1 County's Not to Exceed Amount. The County will timely pay any and all costs paid by Fair for the New Expo Center/SNU-2 Project not to exceed the currently appropriated County Contribution of one million dollars (\$1,000,000).

Section 3.2 Advance. Upon execution and approval of this Agreement, the Fair may request an advance of funds up to one hundred thousand dollars (\$100,000) for costs incurred for Design Services prior to the effective date of this Agreement.

Section 3.3 Requisition Process. On or before the fifth (5th) Day of each month, the Fair may submit to the County a payment certification and requisition for costs incurred under this Agreement, which must include a copy of the consultant's or contractor's application for payment, certified by the Fair in accordance with the requirements of **Exhibit "A"**, which is attached hereto and incorporated herein. The Fair agrees to deliver to the County such supporting materials as the County may reasonably require, and which the Fair has reasonable access to obtain. Unless the County disputes all or a portion of any charge set forth in said payment certification and requisition, the County will make payments to the Fair in the amounts due within 30 days from the date of receipt of a complete payment certification and requisition from the Fair. To the extent that the County disputes all or part of the payment requested by the payment certification and requisition, the County will make partial payment of the non-disputed amount and provide notice of the disputed amount and the reason for the dispute to the Fair within ten (10) days of receipt of the payment certification and requisition.

ARTICLE 4 – CONTRACT REPRESENTATIVES

Section 4.1 County Representative. The County's representative/liaison ("County Representative") during the performance of this Agreement will be Isami Ayala-Collazo, Director Facilities Development & Operations, telephone no. 561.233.1447 or email IAyalaCollazo@pbcgov.org.

Section 4.2 Fair Representative. The Fair's representative/liaison ("Fair Representative") during the performance of this Agreement will be Vicki Chouris, President/CEO, telephone no. 561-790-5215 or email Vicki@southfloridafair.com.

ARTICLE 5 – TERM AND TERMINATION

Section 5.1 Term. The term of this Agreement shall commence upon the approval and execution of this Agreement by both parties and continue until completion of all project phases, or until the earlier termination of this Agreement as provided for herein.

Section 5.2 Termination. In the event that a party fails to comply with the terms of this Agreement, then the non-defaulting party will provide to the defaulting party notice of the default, and the defaulting party will have thirty (30) days within which to initiate action to correct the default and ninety (90) days within which to cure the default to the satisfaction of the non-defaulting party. In the event that the defaulting party fails to cure the default, the non-defaulting party will have the right to terminate this Agreement. The effective date of the termination will be the notice of termination.

ARTICLE 6 - PERSONNEL

Section 6.1 Qualified Personnel. The Fair represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Fair warrants that all services will be performed by fully qualified and properly licensed personnel, who are authorized or permitted under state and local law to perform such services. Such personnel will not be employees of or have any contractual relationship with the County.

Section 6.2 Consultant/Contractor Requirements. The Fair will require its design consultants to provide professional liability insurance in amounts as the Fair reasonably determines. The Fair will also require all consultants/contractors to furnish satisfactory evidence of statutory Worker's Compensation insurance, comprehensive general liability insurance, comprehensive automobile insurance, and physical damage insurance on a Builder's Risk form with the interest of the Fair endorsed thereon, in such amounts and in such manner as the Fair may reasonably require. The Fair will require that all consultants/contractors name County as an additional insured and/or third-party beneficiary to all insurance policies.

The Fair must include in its contracts with its consultants and contractors the following indemnity clause indemnifying the County:

Consultant / Contractor shall indemnify and hold harmless the County, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Consultant / Contractor and persons employed or utilized by the Consultant / Contractor in the performance of this Contract.

The Fair will require contractors to furnish a payment and performance bond equal to the cost of the improvements and in the form required under Section 255.05, Florida Statutes, which bond will name County as a dual obligee.

ARTICLE 7 - TAXES

Fair shall pay, if any, all taxes, levies, duties and assessments of every nature which may be applicable to any work under this Agreement. Fair shall make any and all payroll deductions required by law. Fair herein indemnifies and holds the County harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions. The indemnity provision of this section shall survive the termination or expiration of this Agreement.

ARTICLE 8 - INDEMNIFICATION

To the extent permitted by law, the Fair shall protect, defend, reimburse, indemnify and hold County, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of the

negligence of the Fair's officers, agents and employees in connection with the performance of the terms of this Agreement.

The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes, by Fair nor shall the same be construed to constitute agreement by Fair to indemnify the County for County's negligent, willful or intentional acts or omissions or to be sued by a third party.

ARTICLE 9 - MISCELLANEOUS

Section 9.1 Successors and Assigns. The County and the Fair 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. Except as above, neither the County nor the Fair shall assign, sublet, convey or transfer its interest in this Agreement without the prior written consent of the other.

Section 9.2 Remedies; Governing Law; Venue. This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a state court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

Section 9.3 No Third Party Beneficiaries. 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 Fair.

Section 9.4 Independent Contractor. The Fair is, and shall be, in the performance of all work services and activities under this Agreement, an independent contractor, and not an employee, agent, or servant of the County. Except during the County's use as an emergency shelter, all persons engaged in any work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Fair's sole discretion, supervision, and control. The Fair shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Fair's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees or agents of the County.

Section 9.5 Arrears. The Fair shall not pledge the County's credit or make it a guarantor of payment or surety for any agreement, debt, obligation, judgement, lien, or any form of indebtedness. The Fair does not have the power or authority to bind the County in any promise, agreement or representation. The Fair further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

Section 9.6 Access and Audits. The Fair shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of this Agreement. The County, upon reasonable notice, shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Fair's place of business.

Section 9.7 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 Office of the Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Fair, its officers, agents, employees and lobbyists in relation to this Agreement in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 through 2-440, and punished pursuant to Section 126.69, Florida Statutes, in the same manner as a second degree misdemeanor.

Section 9.8 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 R2017-1770, as may be amended, the Fair 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 and expression, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

Section 9.9 Severability. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

Section 9.10 Public Entity Crimes. As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the Fair 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).

Section 9.11 Notice. All notices required in this Agreement shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the County, notices shall be addressed to:

Director, Facilities Development & Operations
2633 Vista Parkway
West Palm Beach, FL 33411-5603

With copy to:

Palm Beach County Attorney's Office:
301 North Olive Ave.
West Palm Beach, Fl. 33401

If sent to the Fair, notices shall be addressed to:
South Florida Fair & Palm Beach County Expositions, Inc.
ATTN: President/CEO
9067 Southern Blvd.
West Palm Beach, FL 33416

With copy to:

Foster & Fuchs, PA
4425 Military Trail
Suite 109
Jupiter, FL 33458

Section 9.12 Entirety of Contractual Agreement. The County and the Fair agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

Section 9.13 Regulations; Licensing Requirements. The Fair shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. Fair 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.

Section 9.14 Scrutinized Companies. As provided in F.S. 287.135, by entering into this Agreement or performing any work in furtherance hereof, the Fair certifies that it, its affiliates, suppliers, subcontractors and consultants 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 Fair 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.

Section 9.15 Public Records. Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the Fair: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., the Fair shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The Fair 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, 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 Fair 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 for the duration of the Agreement term and following completion of the Agreement, if the Fair does not transfer the records to the public agency.
- D. Upon completion of the Agreement the Fair shall transfer, at no cost to the County, all public records in possession of the Fair unless notified by County's representative/liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service. If the Fair transfers all public records to the County upon completion of the Agreement, the Fair shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the Fair keeps and maintains public records upon completion of the Agreement, the Fair shall meet all applicable requirements for retaining public records. All records stored electronically by the Fair must be provided to County, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of County, at no cost to County.

Failure of the Fair to comply with the requirements of this article shall be a material breach of this Agreement. County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. Fair 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.

IF THE FAIR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE FAIR'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 OR BY TELEPHONE AT 561-355-6680.

Section 9.16 Counterparts. This Agreement, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same Agreement. The County may execute the Agreement through electronic or manual means. Fair shall execute by manual means only, unless the County provides otherwise.

Section 9.17 E-Verify – Employment Eligibility. Fair 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 and uses the E-Verify System (E-Verify.gov) to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of the Fair'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.

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

Section 9.18 Annual Budgetary Funding. This Agreement and all obligations of the County hereunder are subject to and contingent upon annual budgetary funding and appropriations by the Palm Beach County Board of County Commissioners.

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

ATTEST:

COUNTY:

JOSEPH ABRUZZO
CLERK OF THE CIRCUIT COURT &
COMPTROLLER

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

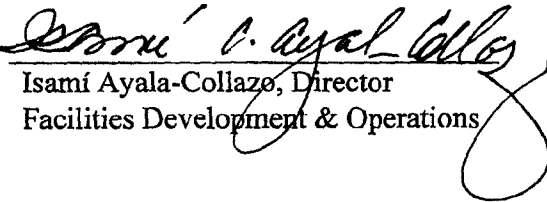
By: _____
Deputy Clerk

By: _____
, Mayor

APPROVED AS TO LEGAL
SUFFICIENCY:

APPROVED AS TO TERMS AND
CONDITIONS:

By:  11/1/23
County Attorney

By: 
Isami Ayala-Collazo, Director
Facilities Development & Operations

WITNESS:

FAIR:

SOUTH FLORIDA FAIR AND PALM
BEACH COUNTY EXPOSITIONS,
INC.

By: *Glorance G. Thompson*

By: *Victoria A. Chouris*
Victoria Chouris, President and CEO

EXHIBIT A
PAYMENT CERTIFICATION AND REQUISITION

Board of County Commissioners
Palm Beach County, Florida

Name of Agreement: Funding Agreement for New Expo Center/SNU-2 ("Agreement")

Payee: South Florida Fair and Palm Beach County Expositions, Inc. ("Fair")

Amount to be Paid: \$

The Fair submits this payment certification and requisition (with accompanying invoices and other supporting documentation) to Palm Beach County, Florida (the "County") for payment under the above-referenced Agreement of the Amount set forth above from moneys held by the Clerk. In this regard, the undersigned hereby certifies as follows:

- (i) that the obligation described above was incurred and is a proper charge against the Agreement;
- (ii) that the obligation described above was incurred by, or through, the Fair and that each item thereof is a proper charge against the Agreement and has not been the basis of any previous payment request;
- (iii) that all prior distributions made pursuant to previous payment requisitions relating to this Agreement were applied in the manner set forth in such payment requisition;
- (iv) that all required insurance and governmental approvals needed for the work at this time, are in full force and effect;
- (v) that the work performed to date has been satisfactorily performed in accordance with your contractual requirements with your consultants and/or contractors; and
- (vi) that there has not been filed or served upon the County or the Fair a notice of any valid lien, right to lien or attachment upon, or claim affecting the right to receive payment of, any moneys payable to any of the persons named in such requisition which has not been released or will not be released simultaneously with the payment of such obligation.

South Florida Fair and Palm Beach County Expositions, Inc.

By: _____
Signature

Print Name: _____

Title: _____