

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2024	2025	2026	2027	2028
Capital Expenditures					
Operating Costs	\$350,000				
External Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	\$350,000				
# ADDITIONAL FTE POSITIONS (Cumulative)					

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

Budget Account No.: Fund 1164 Dept 760 Unit 212A Object
 Reporting Category

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

C. Department Fiscal Review: _____

I. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

Jose Mat 2/17/24 *Brenda Macho* 2/18/24
CB 217 OFMB Contract Dev. and Control

B. Approved as to form and Legal Sufficiency:

[Signature] 2/9/24
 Assistant County Attorney

C. Approved as to Terms and Conditions:

 Department Director

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

**AGREEMENT BETWEEN PALM BEACH COUNTY AND
FLORIDA ATLANTIC UNIVERSITY BOARD OF TRUSTEES
FOR THE CULTURAL CAPITAL FUND GRANT**

This **AGREEMENT** is made as of the _day of _____, 20_, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of Commissioners (**COUNTY**), and **FLORIDA ATLANTIC UNIVERSITY BOARD OF TRUSTEES (GRANTEE)**, authorized to do business in the State of Florida, (individually, **PARTY**, and collectively, **PARTIES**).

WHEREAS, the **COUNTY** has determined that it is in the best interest of the residents and visitors of Palm Beach County to support cultural organizations which provide entertainment and education to **COUNTY** residents and visitors; and

WHEREAS, the **COUNTY**, through the budgetary process has approved allocation of Three Million Dollars (\$3,000,000) to be spent between September 1, 2023, and December 31, 2026, to support cultural infrastructure projects of various local non-profit cultural organization; and

WHEREAS, the **COUNTY** is contracting with the Cultural Council of Palm Beach County, Inc. (**COUNCIL**) for the **COUNCIL** to administer and monitor the cultural capital fund grants; and

WHEREAS, the **GRANTEE** offers cultural programming and is seeking the cultural capital fund grant described herein (**GRANT**) to fund certain capital improvement(s) (**CAPITAL IMPROVEMENT**) to help offset expenses of **GRANTEE**'s larger capital infrastructure project; and

WHEREAS, the **COUNTY** has determined that the **GRANT** for the **CAPITAL IMPROVEMENT** is a **COUNTY** public purpose by providing needed upgrades to enhance the public's experience and attract visitors to Palm Beach County; and

NOW, THEREFORE, in consideration of the mutual representations, terms and covenants hereinafter set forth, the sufficiency of which is hereby acknowledged, the **PARTIES** hereby agree:

1. Recitals. The above recitals are true and correct and are incorporated herein.
2. Term. The term of this **AGREEMENT** will commence retroactively on September 1, 2023, and shall remain in full force and effect until December 31, 2026.
3. GRANT Description. **COUNTY** agrees to reimburse the **GRANTEE** the **GRANT** amount not to exceed **\$350,000** for the costs associated with the **CAPITAL IMPROVEMENT**, as described in **EXHIBIT A**. Any changes to the **CAPITAL IMPROVEMENT**, as described in **EXHIBIT A**, shall first be submitted to the **COUNCIL** for review. The **COUNCIL** shall convey proposed changes to the grant description in **EXHIBIT A** to the **COUNTY** for approval. No expense related to a change in **EXHIBIT A** will be reimbursed, unless approved as provided herein.
4. Payment of GRANT Funds.
 - A. No **GRANT** funds shall be advanced by **COUNTY** to or on behalf of **GRANTEE**. On or before the fifth (5th) day of each **COUNTY** fiscal quarter, the **GRANTEE** may submit to the **COUNCIL** the Request for Payment of Grant Funds, attached as **EXHIBIT C (REQUEST)**, for costs incurred under this **AGREEMENT**. Upon approval of the **REQUEST** by the **COUNCIL**, the **REQUEST** shall be submitted by the **COUNCIL** to the Clerk of the Circuit Court and Comptroller, Palm Beach County for processing and payment in accordance with this **AGREEMENT** and applicable by law. Each **REQUEST** submitted by **GRANTEE** shall include a reference to its previous authorization, shall be itemized in sufficient detail for pre-payment audit thereof, shall be supported by copies of the corresponding paid vendor invoices and substantiated proof of receipt or proof of performance of the

goods and services invoiced, and any further documentation deemed necessary by the **COUNCIL** or **COUNTY**. **COUNTY** shall not pay **GRANTEE** for any **REQUEST**, including any invoice, unless and until the **CLERK**'s pre- payment audit thereof in accordance with law.

- B. In the event **GRANTEE** ceases to exist or ceases or suspends the **CAPITAL IMPROVEMENT** for any reason, any remaining unpaid portion of this **AGREEMENT** shall be retained by **COUNTY**, and **COUNTY** in its sole discretion, shall have no further obligation to honor reimbursement requests submitted by **GRANTEE**. **COUNTY** shall make the determination that **GRANTEE** has ceased or suspended the **CAPITAL IMPROVEMENT** and **GRANTEE** agrees to be bound by **COUNTY**'s determination.
- C. **COUNTY** reserves the right to withhold **GRANT** reimbursement if the **CAPITAL IMPROVEMENT** or the **GRANTEE** does not comply with the **AGREEMENT**, including but not limited to **EXHIBIT A**.

5. **GRANTEE's Obligations.**

- A. **GRANTEE** shall use the **GRANT** only for the **CAPITAL IMPROVEMENT**, as specified in **EXHIBIT A** and in compliance with this **AGREEMENT**.
- B. In recognition of the **GRANT**, **GRANTEE** shall credit the **COUNTY** by predominantly displaying the **COUNTY** logo and credit designation "In recognition of support, the Palm Beach County Board of County Commissioners", as more specifically outlined in **EXHIBIT B**.
- C. **GRANTEE** shall abide by any written instructions or conditions placed on the **GRANTEE** by the **COUNTY**, whether or not included in this **AGREEMENT**.
- D. **GRANTEE** shall be solely responsible for all aspects of the **CAPITAL IMPROVEMENT**, including but not limited to securing funding, securing all permits and approvals, procuring all labor and materials, and maintaining the **CAPITAL IMPROVEMENT** consistent with the intent of this **AGREEMENT**.
- E. **GRANTEE** shall comply with all applicable laws, rules, ordinances and regulations.

6. **Monitoring and Inspection:** The **COUNCIL** shall monitor and conduct an evaluation of compliance with this **AGREEMENT**. **GRANTEE** shall provide **COUNCIL** staff and board members, the Board of County Commissioners, **TOURIST DEVELOPMENT COUNCIL** staff and members, and/or other **COUNTY** representatives full access, including but not limited to parking, meals and entertainment, without cost to the **CAPITAL IMPROVEMENT** and related activities funded in part by the **COUNTY** to observe, encourage, and/or monitor the **GRANTEE's** program, procedures, and operations under this Grant, or to discuss the **GRANTEE's CAPITAL IMPROVEMENT** with the **GRANTEE's** personnel. The **GRANTEE** shall notify the **COUNTY** prior to any key stakeholder events to allow for participation of **COUNTY** officials, which may include, but is not limited to, the County's Mayor, County Commissioners, County Administration, Department Staff or other County Official(s) (**COUNTY REPRESENTATIVES**). Such participation shall be reasonable relative to any such event's capacity restrictions, and overall purpose and shall be determined by **COUNTY**, in consultation with **GRANTEE**. To encourage and facilitate **COUNTY's** participation, as part of the consideration for this Agreement, the **GRANTEE** shall provide a reasonable number, as determined by the **COUNTY**, of complimentary tickets to key stakeholder events during the term of this Agreement to the **COUNTY** for further distribution to **COUNTY REPRESENTATIVES**. The **COUNTY** hereby authorizes **GRANTEE** to provide such access directly to said persons on the County's behalf. In so doing, **GRANTEE** shall take all reasonable efforts to communicate to said persons that the access to **CAPITAL IMPROVEMENT** and to any the key stakeholder events is being provided pursuant to this Agreement, and that the County is the donor of said access for any state or local reporting purposes. The foregoing authorization may be revoked by County at any time for any reason upon notice to **CAPITAL IMPROVEMENT**.

7. **Authority to Execute This Agreement.** Any person executing this **AGREEMENT** hereby warrants and represents that he or she has received all corporate, government, association, or entity authorization necessary to enter this **AGREEMENT**.

8. Notices. All notices required under this **AGREEMENT** shall be in writing and shall be personally delivered; sent certified mail, return receipt requested; or e-mail with verbal confirmation to:

As to the **COUNTY**:

Emanuel Perry,
Executive Director
Palm Beach County Tourist Development Council
2195 Southern Boulevard, Suite 500
West Palm Beach, Florida 33406
561-233-3066

with a copy to:

Palm Beach County Attorney's Office
301 North Olive Avenue, Suite 601
West Palm Beach, Florida 33401
561-355-2225

Verdenia C. Baker County Administrator Palm Beach County
301 North Olive Avenue
West Palm Beach, Florida 33401
561-355-6726

As to **GRANTEE**:

Miriam Campo
Associate Vice President for Research
Office of Sponsored Programs
777 Glades Road, AD297
Boca Raton, FL 33431

These names and addresses can be modified at any time by written notice to the remaining signatories to this **AGREEMENT**.

9. Delegation of Duty. Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of state, county, or city officers.
10. Filing. A copy of this **AGREEMENT** shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.
11. Indemnification. Each **PARTY** shall be liable for its own actions and negligence and, to the extent permitted by law, **GRANTEE** shall indemnify, defend and hold harmless **COUNTY** against any actions, claims or damages arising out of **GRANTEE**'s negligence in connection with this **AGREEMENT**. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by either **PARTY** to indemnify the other **PARTY** for such other **PARTY**'s negligent, willful or intentional acts or omissions.
12. Public Records. Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the **GRANTEE**: (i) provides a service; and (ii) acts on behalf of the **COUNTY** as provided under Section 119.011(2) F.S., the **GRANTEE** shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The **GRANTEE** 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 GRANTEE 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 GRANTEE does not transfer the records to the public agency.
- D. Upon completion of the AGREEMENT the GRANTEE shall transfer, at no cost to the COUNTY, all public records in possession of the GRANTEE unless notified by COUNTY's representative/liaison, on behalf of the COUNTY's Custodian of Public Records, to keep and maintain public records upon completion of the AGREEMENT. If the GRANTEE transfers public records to the COUNTY upon completion of the AGREEMENT, the GRANTEE may retain one (1) copy of the public records in order for it to comply with its obligations under the Florida Public Records Laws and shall destroy any other remaining duplicates. If GRANTEE keeps and maintains public records upon completion of the AGREEMENT, GRANTEE shall meet all applicable requirements for retaining public records. All records stored electronically by the GRANTEE 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.
- E. Failure of the GRANTEE 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. GRANTEE 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 GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'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.

- 13. Inspector General. Palm Beach County has established the office of the Inspector General in Palm Beach County Code, Section 2-421-2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present, and proposed County contracts, transactions, accounts, and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of GRANTEE, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. GRANTEE's 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.
- 14. 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 Parties warrant and represent 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**.

15. **Remedies/Jury Waiver.** 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 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 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. No provision of this **AGREEMENT** is intended to, or shall be construed 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 **GRANTEE**.

BY ENTERING INTO THIS AGREEMENT, ALL PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHTS THEY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

16. **Insurance.** **GRANTEE** certifies that it holds general liability, automobile liability and worker's compensation insurance through the State Risk Management Trust Fund, established pursuant to section 284.30, Florida Statutes, and administered by the State of Florida, Department of Insurance. The limits of general liability and automobile liability are \$200,000 per person and \$300,000 per occurrence. **GRANTEE** also certifies that it holds worker's compensation insurance as required by Florida law. Copies of insurance certificates will be provided upon request.
17. **Severability.** In the event that any provision of this **AGREEMENT** is held by a court of competent jurisdiction to be invalid or is otherwise unenforceable, then such provision shall be deemed null and void and shall be severable but shall not invalidate any other provision of this **AGREEMENT**.
18. **Public Entity Crimes.** As provided in F.S. 287.132-133, and as applicable, by entering into this **AGREEMENT** or performing any work in furtherance hereof, **GRANTEE** 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).
19. **Scrutinized Companies.** As provided in F.S. 287.135, and as applicable, by entering into this **AGREEMENT** or performing any work in furtherance hereof, the **GRANTEE** 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)9b), if **GRANTEE** is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Contract may be terminated at the option of the **COUNTY**.
20. **E-Verify-Employment Eligibility.** **GRANTEE** warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and uses the E-Verify System to electronically verify the employment eligibility of all new employees; and (2) that, as a public agency, **GRANTEE** requires contractors working for it to register with the E-Verify System and use the E-Verify System to electronically verify the employment eligibility of all new employees, and to verify that all of their subcontractors and subconsultants performing the duties and obligations of this **AGREEMENT** are registered with the E-Verify System, and use the E-Verify System to electronically verify the employment eligibility of all new employees. **GRANTEE** shall require that its contractors obtain from each of its subconsultants and subcontractors, an affidavit stating that the each contractor, subcontractor and subconsultant does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(f), Florida Statutes, as may be amended. **GRANTEE** shall require that its contractors maintain a copy of any such affidavit for, at a minimum, the duration of this **AGREEMENT**, the subcontract, and any extensions 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 GRANTEE has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If COUNTY has a good faith belief that GRANTEE's contractor has knowingly violated section 448.09(1), Florida Statutes, as may be amended, COUNTY shall notify GRANTEE to terminate its contract with the contractor and GRANTEE shall immediately terminate its contract with the subcontractor.

If COUNTY terminates this AGREEMENT pursuant to the above, GRANTEE 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, GRANTEE shall also be liable for any additional costs incurred by COUNTY as a result of the termination.

21. Entirety of Agreement. The PARTIES agree that this AGREEMENT, together with any attached exhibits, 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 in this Agreement may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the Parties hereto.
22. Grant Agreement Submission. GRANTEE shall execute the AGREEMENT through an approved COUNTY Electronic Signature Software. If GRANTEE is unable to access the approved software GRANTEE shall submit three (3) signed copies of the AGREEMENT, with approved signatures. If the GRANTEE fails to submit the required copies of the AGREEMENT, the COUNTY may decline to review and execute the AGREEMENT.
23. Counterparts. The 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. The GRANTEE execute the AGREEMENT by manual means only, unless the COUNTY provides otherwise.
24. Assignment. The GRANTEE is not permitted in any manner to assign its rights or obligations under this AGREEMENT, and any purported unpermitted assignment will be void.
25. Termination. The PARTIES agree that in the event GRANTEE fails to comply with the terms of this AGREEMENT, the COUNTY will provide to GRANTEE notice of default and may provide GRANTEE thirty (30) days written notice to cure the default. In the event GRANTEE fails to cure the default within the thirty (30) day cure period, the COUNTY will have the right to terminate this AGREEMENT, shall have no further obligation to honor reimbursement requests submitted by GRANTEE, and GRANTEE shall return any COUNTY funds already collected by GRANTEE under this AGREEMENT. The effective date of the termination will be the notice of termination.
26. Independent Contractor. The GRANTEE is, and shall be, in the performance of all work services and activities under this AGREEMENT, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this AGREEMENT shall at all times, and in all places, be subject to the GRANTEE'S sole direction, supervision, and control.

The GRANTEE shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the GRANTEE'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employee or agents of the COUNTY. The GRANTEE doesnot have the power or authority to bind the COUNTY in any promise, agreement, or representation.

(This space intentionally left blank)

WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this AGREEMENT on behalf of the COUNTY and GRANTEE has hereunto set its hand the day and year above written.

ATTEST:

JOSEPH ABRUZZO
CLERK AND COMPTROLLER

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS:

By: _____
Deputy Clerk

By: _____
Maria Sachs, Mayor

GRANTEE: FLORIDA ATLANTIC UNIVERSITY BOARD OF TRUSTEES

By:  _____
Miriam Campo, Associate VP for Research

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By:  _____
Yelizaveta Herman, Assistant County Attorney

APPROVED AS TO
TERMS AND
CONDITIONS

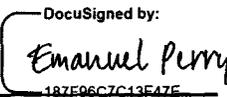
By:  _____
Emanuel Perry, Director
Tourist Development Council

EXHIBIT A

1. **CAPITAL IMPROVEMENT description.** **CAPITAL IMPROVEMENT** consists of construction of the improvements identified below to the Recital and Lecture Hall, within the Kurt and Marilyn Wallach Holocaust and Jewish Studies Building (Wallach Building), which is to be constructed on FAU's Boca Raton Campus. The **GRANT** will be used to offset costs as shown below:

DESCRIPTION	GRANT AMOUNT	LINE-ITEM COST
Acoustical Panels - labor and materials	\$83,000	\$83,000
Ceiling Acoustical Baffles – labor and materials	\$150,000	\$150,000
Recital Hall Seating – labor and materials	\$75,000	\$75,000
Stage Lighting – labor and materials	\$42,000	\$42,000
Total	\$350,000	\$350,000

Total Cost of Other Improvements to Recital and Lecture Hall Funded by GRANTEE: \$468,000

Total Construction Cost of Recital and Lecture Hall: \$818,000

Wallach Building Total Construction Cost: \$12,533,700

2. The following costs and expenses are not eligible for reimbursement under the **AGREEMENT**:
- a. Developer fees;
 - b. Design studies;
 - c. Recapitalization and refinancing;
 - d. Conceptual design services that do not result in construction documents for the **CAPITAL IMPROVEMENT**;
 - e. Legal fees, insurance and liability insurances, and membership fees;
 - f. Staff salaries and benefits;
 - g. Operational and overhead expenditures;
 - h. Marketing and promotional costs and expenses;
 - i. Strategic planning, annual reports, and expenses related to developing a long-term plan to reposition the GRANTEE's infrastructure;
 - j. Cash reserves;
 - k. Consumable supplies and materials;
 - l. Activities that are solely for fundraising;
 - m. Private functions, religious services, lobbying activities, and any non-public activity;
 - n. Costs of entertainment, social activities, including but not limited to receptions, parties, galas, dinners, and associated costs, including catering, planning, staffing, and supplies; and
 - o. Long-term debt.
-

3. **GRANTEE** further warrants and represents, as follows:
 - a. **GRANTEE** is the lessee of the property upon which the **CAPITAL IMPROVEMENT** is being made under a long term ground lease agreement with the State of Florida Board of Trustees of the Internal Improvement Trust Fund;
 - b. At the time of executing the **AGREEMENT**, the **GRANTEE** has sufficient funds or has secured financing for the entire cost of the **CAPITAL IMPROVEMENT** through final completion. Pledges and donations of in-kind goods or services do not meet this requirement; and
 - c. the **CAPITAL IMPROVEMENT** benefits tourism in Palm Beach County.
-

EXHIBIT B
RECOGNITION

GRANTEE shall install and maintain in perpetuity recognition for the County on the Giving Wall located in the Wallach Building Recital and Lecture Hall.

GRANTEE shall submit to the **COUNCIL** a photograph of County recognition, as provided below, prior to **REQUEST** for final reimbursement.



**In Recognition of Support Provided by
Palm Beach County Board of County Commissioners**

EXHIBIT C
REQUEST FOR PAYMENT OF GRANT FUNDS

Board of County Commissioners
Palm Beach County, Florida

Agreement: AGREEMENT BETWEEN PALM BEACH COUNTY AND FLORIDA ATLANTIC UNIVERSITYBOARD OF TRUSTEES, FOR THE CULTURAL CAPITAL FUND GRANT

GRANTEE: FLORIDA ATLANTIC UNIVERSITY BOARD OF TRUSTEES

Amount to be Paid: \$ _____

The GRANTEE submits this request for payment of grant funds, with accompanying invoices and other supporting documentation, to Palm Beach County, Florida (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 GRANTEE 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 requests for payment relating to this Agreement were applied in the manner set forth in such requests for payment;
- (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 GRANTEE's or FAU's contractual requirements with its consultants and/or contractors; and
- (vi) that there has not been filed or served upon the County or the GRANTEE 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 request for payment which has not been released or will not be released simultaneously with the payment of such obligation.

GRANTEE

CULTURAL COUNCIL OF PALM BEACH COUNTY

By: _____
Signature

By: _____
Signature

Print Name: _____

Print Name: _____

Title: _____

Title: _____



DEPARTMENT OF FINANCIAL SERVICES
Division of Risk Management

**STATE RISK MANAGEMENT TRUST FUND
 GENERAL LIABILITY
 CERTIFICATE OF COVERAGE**

In consideration of the provisions and stipulations contained herein or added hereto and for the premium charged, the State Risk Management Trust Fund, hereinafter referred to as the "Fund", certifies that the State department or agency named in this certificate is hereby provided general liability coverage. Coverage shall be effective on the inception date at 12:01 a.m. standard time.

This certificate is comprised of the foregoing provisions and stipulations, together with such other provisions and stipulations as may be added hereto by the Fund in the future:

I. COVERAGES

General Liability Coverage--Bodily and Property Damage

To pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any officer, employee, agent or volunteer of the named insured, as such terms may be further defined herein or by administrative rule, while acting within the scope of his office or employment, pursuant to the provisions and limitations of Chapter 284, Part II and Section 768.28, Florida Statutes.

II. DEFENSE, SETTLEMENT, SUPPLEMENTARY PAYMENTS

With respect to such coverage as is afforded by this certificate, the Fund shall:

- (a) defend any proceeding against the insured seeking such benefits and any suit against the insured alleging such injury and seeking damages on account thereof, even if such proceeding or suit is groundless, false, or fraudulent. The Fund will investigate all claims filed against the insured in order to determine the legal liability of the insured and to determine damages sustained by the claimant. The Fund will negotiate, settle, or deny the claim based on these findings and appropriate Florida law.
- (b) pay all premiums on bonds to release attachments and on appeal bonds required in any such defended suit for an amount not in excess of the applicable limit of liability established in this certificate;
- (c) pay all expenses incurred by the Fund, all costs taxed against the insured in any such suit, and all interest accruing after entry of judgment until the Fund has paid, tendered, or deposited in court that part of such judgment as does not exceed the limit of the Fund's liability thereon;
- (d) pay expenses incurred by the insured for such immediate medical relief to others as shall be imperative at the time of the accident.

III. DEFINITIONS

- (a) **Named Insured** - The department or agency named herein.
- (b) **Insured** - State department or agency named herein, their officers, employees, agents or volunteers.
- (c) **Volunteer** - Any person who of his own free will, provides goods or services to the named insured, with no monetary or material compensation as defined in Chapter 110, Part IV, Florida Statutes.
- (d) **Agent** - Any person not an employee, acting under the direct control and supervision of a state agency or department, for the benefit of a state agency or department.
- (e) **Automobile** - A land motor vehicle, trailer, or semi-trailer designed and licensed for use on public roads (including machinery or apparatus attached thereto), but does not include mobile equipment.
- (f) **Mobile Equipment** - A land vehicle (including machinery or apparatus attached thereto), whether or not self-propelled;
 - (1) not subject to motor vehicle registration, or

- (2) maintained for use exclusively on premises owned by or rented to the named insured, including the ways immediately adjoining, or
- (3) designed for use principally off public roads, or
- (4) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle; power cranes, shovels, loaders, diggers and drills; concrete mixers (other than the mix-in-transit type); graders, scrapers, rollers and other road construction or repair equipment; air-compressors, pumps and generators, including spraying, welding, and building cleaning equipment; and geophysical exploration and well-servicing equipment.

IV. EXCLUSIONS

This certificate does not apply:

- (a) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of:
 - (1) any automobile owned or operated by or rented or loaned to any insured, or
 - (2) any other automobile operated by any person in the course of his employment by any insured, but this exclusion does not apply to the parking of an automobile on premises owned by, rented to, or controlled by the named insured or the ways immediately adjoining, if such automobile is not owned by, rented, or loaned to any insured;
- (b) to any action which may be brought against the named insured by anyone who unlawfully participates in riot, unlawful assembly, public demonstration, mob violence, or civil disobedience if the claim arises out of such riot, unlawful assembly, public demonstration, mob violence, or civil disobedience;
- (c) to any obligation for which the insured or the Fund may be held liable under any employer's liability or workers' compensation law;
- (d) to property damage to property owned or occupied by the insured;
- (e) to property damage to premises alienated by the insured arising out of such premises or any part thereof;
- (f) to loss of use of tangible property which has not been physically injured or destroyed, resulting from:
 - (1) a delay in or lack of performance by or on behalf of the named insured of any contract or agreement;
 - (2) the failure of the named insured's products, or work performed by or on behalf of the named insured to meet the level of performance, quality fitness, or durability warranted or represented by the named insured;
- (g) to property damage to the named insured's products arising out of such products or any part of such products;
- (h) to property damage to work performed by or on behalf of the named insured arising out of the work or any portion



DEPARTMENT OF FINANCIAL SERVICES
Division of Risk Management

STATE RISK MANAGEMENT TRUST FUND
GENERAL LIABILITY
CERTIFICATE OF COVERAGE

In consideration of the provisions and stipulations contained herein or added hereto and for the premium charged, the State Risk Management Trust Fund, hereinafter referred to as the "Fund", certifies that the State department or agency named in this certificate is hereby provided general liability coverage. Coverage shall be effective on the inception date at 12:01 a.m. standard time.

This certificate is comprised of the foregoing provisions and stipulations, together with such other provisions and stipulations as may be added hereto by the Fund in the future:

I. COVERAGES

General Liability Coverage--Bodily and Property Damage

To pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any officer, employee, agent or volunteer of the named insured, as such terms may be further defined herein or by administrative rule, while acting within the scope of his office or employment, pursuant to the provisions and limitations of Chapter 284, Part II and Section 768.28, Florida Statutes.

II. DEFENSE, SETTLEMENT, SUPPLEMENTARY PAYMENTS

With respect to such coverage as is afforded by this certificate, the Fund shall:

- (a) defend any proceeding against the insured seeking such benefits and any suit against the insured alleging such injury and seeking damages on account thereof, even if such proceeding or suit is groundless, false, or fraudulent. The Fund will investigate all claims filed against the insured in order to determine the legal liability of the insured and to determine damages sustained by the claimant. The Fund will negotiate, settle, or deny the claim based on these findings and appropriate Florida law.
- (b) pay all premiums on bonds to release attachments and on appeal bonds required in any such defended suit for an amount not in excess of the applicable limit of liability established in this certificate;
- (c) pay all expenses incurred by the Fund, all costs taxed against the insured in any such suit, and all interest accruing after entry of judgment until the Fund has paid, tendered, or deposited in court that part of such judgment as does not exceed the limit of the Fund's liability thereon;
- (d) pay expenses incurred by the insured for such immediate medical relief to others as shall be imperative at the time of the accident.

III. DEFINITIONS

- (a) **Named Insured** - The department or agency named herein.
- (b) **Insured** - State department or agency named herein, their officers, employees, agents or volunteers.
- (c) **Volunteer** - Any person who of his own free will, provides goods or services to the named insured, with no monetary or material compensation as defined in Chapter 110, Part IV, Florida Statutes.
- (d) **Agent** - Any person not an employee, acting under the direct control and supervision of a state agency or department, for the benefit of a state agency or department.
- (e) **Automobile** - A land motor vehicle, trailer, or semi-trailer designed and licensed for use on public roads (including machinery or apparatus attached thereto), but does not include mobile equipment.
- (f) **Mobile Equipment** - A land vehicle (including machinery or apparatus attached thereto), whether or not self-propelled;
 - (1) not subject to motor vehicle registration, or

- (2) maintained for use exclusively on premises owned by or rented to the named insured, including the ways immediately adjoining, or
- (3) designed for use principally off public roads, or
- (4) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle; power cranes, shovels, loaders, diggers and drills; concrete mixers (other than the mix-in-transit type); graders, scrapers, rollers and other road construction or repair equipment; air-compressors, pumps and generators, including spraying, welding, and building cleaning equipment; and geophysical exploration and well-servicing equipment.

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 - (2) any other automobile operated by any person in the course of his employment by any insured, but this exclusion does not apply to the parking of an automobile on premises owned by, rented to, or controlled by the named insured or the ways immediately adjoining, if such automobile is not owned by, rented, or loaned to any insured;
- (b) to any action which may be brought against the named insured by anyone who unlawfully participates in riot, unlawful assembly, public demonstration, mob violence, or civil disobedience if the claim arises out of such riot, unlawful assembly, public demonstration, mob violence, or civil disobedience;
- (c) to any obligation for which the insured or the Fund may be held liable under any employer's liability or workers' compensation law;
- (d) to property damage to property owned or occupied by the insured;
- (e) to property damage to premises alienated by the insured arising out of such premises or any part thereof;
- (f) to loss of use of tangible property which has not been physically injured or destroyed, resulting from:
 - (1) a delay in or lack of performance by or on behalf of the named insured of any contract or agreement;
 - (2) the failure of the named insured's products, or work performed by or on behalf of the named insured to meet the level of performance, quality fitness, or durability warranted or represented by the named insured;
- (g) to property damage to the named insured's products arising out of such products or any part of such products;
- (h) to property damage to work performed by or on behalf of the named insured arising out of the work or any portion



**FLORIDA ATLANTIC
UNIVERSITY**

Office of the President

MEMORANDUM

TO: Miriam Campo, Assistant Vice President for Research,
Office of Sponsored Programs

FROM: Stacy Volnick, Interim President 

SUBJECT: Signature Authority for the Division of Research, Office of Sponsored Programs
(Contracts and Grants)

DATE: February 22, 2023

Pursuant to section 1001.74, Florida Statutes, Florida Atlantic University Regulations 6.002 and 6.003 and Florida Atlantic University Board of Trustees Board Operating Policies and Procedures Section 4.6, I hereby extend signature authority to you to bind Florida Atlantic University for all Division of Research contracts and grants. You shall have this authority as long as you maintain your employment with Florida Atlantic University as Assistant Vice President for Research in the Office of Sponsored Programs. I expect you to exercise this authority in consultation with and under the supervision of the Vice President for Research, or in the absence of a person filling that position, in consultation with me.

This signature authority is to commence on the date noted above and shall supersede all prior delegations of such authority.

c: Daniel Flynn, Vice President for Research
David Kian, Vice President for Legal Affairs & General Counsel