



**II. FISCAL IMPACT ANALYSIS**

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

<b>Fiscal Years</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>	<b>2030</b>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>15,000</u>	<u>30,000</u>	<u>30,000</u>	<u>15,000</u>	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<u>15,000</u>	<u>30,000</u>	<u>30,000</u>	<u>15,000</u>	_____
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	_____	_____	_____	_____	_____

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

**Budget Account No.:**

Fund 1232 Department 380 Unit 3252 Object 3401

**B. Recommended Sources of Funds/Summary of Fiscal Impact:**  
 Manatee Protection Fund – Outreach (1232) \$30,000 Annual

**C. Department Fiscal Review:**  
 \_\_\_\_\_  
*Debra*

**III. REVIEW COMMENTS**

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

*Shirley Ann* 1/28/26  
 OFMB KK 1/28/26  
*Travis* 1/29/26  
 Contract Development & Control

**B. Legal Sufficiency:**  
 \_\_\_\_\_  
 1/30/26  
 Assistant County Attorney

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

(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT)

**MEMORANDUM OF UNDERSTANDING  
BETWEEN DISCOVER PALM BEACH COUNTY, INC.  
AND PALM BEACH COUNTY  
FOR ANNUAL LAGOONFEST EVENT MANAGEMENT**

This Memorandum of Understanding (MOU) is made as of the 3<sup>rd</sup> day of March 2026 by and between Discover Palm Beach County, Inc., a nonprofit corporation dba Discover The Palm Beaches (DTPB) and Palm Beach County, a political subdivision of the State of Florida (County). In consideration of the mutual promises contained herein, DTPB and the County agree as follows:

DTPB will contract with a professional event management company (EMC) for management of the annual LagoonFest events from 2026 through 2028. The EMC shall provide special event management services that include comprehensive event management - planning, marketing, promotion, sponsorship development, and implementation of the annual LagoonFest events. LagoonFest is a free, public outreach and engagement event located in downtown West Palm Beach on the waterfront. This annual festival serves to connect citizens and visitors to the wonder and value of our local, natural treasure – Lake Worth Lagoon. As a co-producer of this event, the County shares responsibility for the financial and managerial aspects of the event with DTPB. As part of that responsibility, the County will contribute 50% towards DTPB’s contract with the EMC for the annual LagoonFest events not to exceed \$30,000 in any given event year.

DTPB and County’s interest in LagoonFest is to elevate awareness and create a connection with Lake Worth Lagoon for locals and visitors of Palm Beach County. Lake Worth Lagoon is Palm Beach County’s largest estuary ecosystem, an essential natural resource to our community, and an eco-tourism destination for visitors to Palm Beach County.

**All items in the Scope of Work are applicable for ALL years unless otherwise specified.**

**I. SCOPE OF WORK**

In consultation with the County, including the County’s prior written consent with regard to the total contract amount of each annual contract with an EMC, DTPB will contract with an EMC that will be responsible to secure necessary municipal permits and approvals, plan, design, market, promote, secure sponsorships for, and produce an outdoor, eco-themed, family-friendly festival along the lagoon waterfront in downtown West Palm Beach once a year for each year of this MOU. The Annual LagoonFest events are scheduled for the first Saturday in November of each event year. LagoonFest helps raise awareness of the natural wonders of the lagoon and its watershed through interactive, nature-based exhibitors and vendors designed to engage participants in fun and meaningful ways.

**II. PARTY’S REPRESENTATIVES/LIAISON**

- a. The County’s representative during the performance of this MOU shall be Benji Studt, ERM Environmental Program Supervisor, telephone number 561-681-3885, email address [bstudt@pbc.gov](mailto:bstudt@pbc.gov) or successor.

- b. DTPB's representative during the performance of this MOU shall be Erika Constatine, Senior Vice President, Marketing, DTPB, telephone number 561-233-3005, email address [econstantine@thepalmbeaches.com](mailto:econstantine@thepalmbeaches.com) or successor.

### III. SERVICES

DTPB represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this MOU. Through a contract with an EMC, DTPB shall provide services including planning, assistance in securing municipal authorizations, offsetting event costs through sponsorship development, event marketing and promotion, maintenance of event budget records, as well as event management during LagoonFest.

### IV. SCHEDULE

For each annual LagoonFest event, below is the projected annual timeline.

- a. DTPB shall complete executed agreement between DTPB and the selected EMC by March 15<sup>th</sup> of each event year.
- b. DTPB shall ensure that a LagoonFest Event application is submitted to the City of West Palm Beach one year prior to each event to be held the subsequent November.
- c. LagoonFest shall be held the first Saturday of November of each event year.
- d. LagoonFest Post-Event Summary meeting with DTPB, County, and EMC. By December 15<sup>th</sup> of each event year, DTPB, EMC, and County shall meet to review the Lagoonfest event that just occurred and to discuss improvements and changes for the next year's Lagoonfest.
- e. Final invoices shall be submitted to County by December 31<sup>st</sup> of each event year.

### V. DELIVERABLES

DTPB will deliver to the County:

- a. Copy of the executed contract between DTPB and the selected EMC for each event year shall be provided to the County by March 30<sup>th</sup> of each event year.
- b. Completion of LagoonFest event the first Saturday in November of each event year.
- c. Proof of Performance prepared by the EMC for each event year shall be provided to the County by December 31<sup>st</sup> of each event year.

### VI. PAYMENT

The County shall pay DTPB as follows:

- a. Fifty percent (or 50%) of the EMC total contract upon delivery of an invoice from DTPB for the completed deliverable described in Section V.a. of this MOU.
- b. The remaining 50% of the EMC's total contract amount upon completion of the annual LagoonFest event for the completed deliverable described in Section V.c. and delivery of a final invoice from DTPB as described in Section IV.e of this MOU.

An invoice must be submitted by DTPB for payment to be processed. Each invoice must include a list of deliverables/services rendered. Invoices will be paid within thirty (30) days of approval of invoice and deliverables/services.

DTPB shall submit any pending invoice(s) and/or report(s), along with any required documents, to the COUNTY within forty-five (45) business days after the termination or expiration of the MOU in order to close-out the contract ("Closeout Period"). These invoice(s) and/or report(s), including but not limited to vendor performance report(s), shall reflect work required and completed during the MOU term. The COUNTY shall deem invoices received during and prior to the expiration of the Closeout Period as final billing for goods and services provided under the contract. DTPB's failure to submit pending invoices during the Closeout Period shall serve as an admission that no pending invoices remain. Nothing herein shall limit the COUNTY's discretion to make the final determination whether payment may be made to DTPB after the expiration or termination of the MOU.

#### VII. RIGHTS

DTPB acknowledges and agrees that the County shall reserve the right to review and approve/deny event exhibitors, vendors, and sponsors to ensure alignment with goals and values of LagoonFest, DTPB, and the County.

#### VIII. TERMINATION

Either party may terminate this MOU for good cause shown by giving the other party ninety (90) days' notice in writing.

#### IX. REMEDIES

This MOU shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the MOU will be held in a 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.

No provision of this MOU 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 MOU, including but not limited to any citizen or employees of the COUNTY and/or DTPB.

X. 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 R2025-0748, as may be amended, DTPB warrants and represents that throughout the term of the MOU, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, or genetic information. Failure to meet this requirement shall be considered default of the MOU.

As a condition of entering into this MOU, DTPB represents and warrants that it will comply with the COUNTY'S Commercial Nondiscrimination Policy as described in Resolution R2025-0748, as amended. As part of such compliance, DTPB shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall DTPB retaliate against any person for reporting instances of such discrimination. DTPB 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 discrimination. DTPB understands and agrees that a material violation of this clause shall be considered a material breach of this MOU and may result in termination of this MOU, 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. DTPB shall include this language in its subcontracts.

XI. ACCESS AND AUDITS

DTPB 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 MOU. The COUNTY 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 DTPB's place of business.

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 DTPB, its officers, agents, employees, and lobbyists 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 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

XII. SEVERABILITY

If any term or provision of this MOU, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this MOU, 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 MOU shall be deemed valid and enforceable to the extent permitted by law.

XIII. E-VERIFY - EMPLOYMENT ELIGIBILITY

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

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

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

XIV. INDEMNIFICATION

DTPB and EMC 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 DTPB's or EMC's performance of the terms of this MOU or due to the acts or omissions of DTPB or EMC.

This article shall survive termination or expiration of this MOU.

XV. REGULATIONS; LICENSING REQUIREMENTS

DTPB shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. DTPB 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.

XVI. SUCCESSORS AND ASSIGNS; ASSIGNMENT

The COUNTY and the DTPB 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 MOU.

Except as above, neither the County nor the DTPB shall assign, sublet, convey or transfer its interest in this MOU without the prior written consent of the other.

XVII. INDEPENDENT CONTRACTOR RELATIONSHIP

DTPB is, and shall be, in the performance of all work services and activities under this MOU, 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 MOU shall at all times, and in all places, be subject to DTPB's sole direction, supervision, and control. DTPB shall exercise control over the means and manner in which it and its employees perform the work, and in all respects DTPB'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.

DTPB does not have the power or authority to bind the County in any promise, agreement or representation.

XVIII. DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN

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

XIX. MODIFICATIONS OF WORK

COUNTY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by DTPB of the COUNTY's notification of a contemplated change, CONSULTANT shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify COUNTY of any estimated change in the completion date, and (3) advise COUNTY if the contemplated change shall affect the DTPB ability to meet the completion dates or schedules of this MOU.

If COUNTY so instructs in writing, DTPB shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending COUNTY's decision to proceed with the change.

If COUNTY elects to make the change, COUNTY shall initiate an MOU amendment and DTPB shall not commence work on any such change until such written amendment is signed by DTPB and approved and executed on behalf of Palm Beach County.

XX. PUBLIC RECORDS

Notwithstanding anything contained herein, as provided under section 119.0701, Florida Statutes, as may be amended, if DTPB: (i) provides a service; and (ii) acts on behalf of the COUNTY as provided under section 119.011(2), Florida Statutes, as may be amended, DTPB shall comply with the requirements of section 119.0701, Florida Statutes, as may be amended. DTPB is specifically required to:

- a. Keep and maintain public records required by the COUNTY to perform services as provided under this MOU.
- 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, Florida Statutes, or as otherwise provided by law. DTPB 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 MOU term and following completion of the MOU, if DTPB does not transfer the records to the public agency.
- d. Upon completion of the MOU, DTPB shall transfer, at no cost to the COUNTY, all public records in possession of DTPB 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 DTPB transfers all public records to the COUNTY upon completion of the MOU, DTPB shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If DTPB keeps and maintains public records upon completion of the MOU, DTPB shall meet all applicable requirements for retaining public records. All records stored electronically by DTPB 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 DTPB to comply with the requirements of this article shall be a material breach of this MOU. 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. DTPB acknowledges that it has familiarized itself with the requirements of chapter 119, Florida Statutes, and other requirements of state law applicable to public records not specifically set forth herein.

**IF DTPB HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DTPB'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS MOU, 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.**

**XXI. HUMAN TRAFFICKING AFFIDAVIT**

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

**XXII. EFFECTIVE DATE/TERM**

The effective date of the MOU shall be March 03, 2026, and shall terminate on December 31, 2028.

**IN WITNESS WHEREOF**, the Board of County Commissioners of Palm Beach County, Florida has made and executed this MOU on behalf of the COUNTY; and an authorized official of DTPB has made and executed this MOU on behalf of DTPB.

Remainder of this page left blank intentionally.

ATTEST:

MICHAEL A. CARUSO  
CLERK OF THE CIRCUIT COURT  
AND COMPTROLLER

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Sara Baxter, Mayor

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

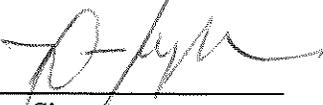
APPROVED AS TO TERMS  
AND CONDITIONS

  
\_\_\_\_\_  
Scott A. Stone  
Assistant County Attorney

  
\_\_\_\_\_  
Deborah Drum      Date  
Department Director

Discover Palm Beach County, Inc.,  
dba Discover The Palm Beaches:

WITNESS:

  
\_\_\_\_\_  
Signature  
Milton Segarra  
\_\_\_\_\_  
Typed Name  
President & CEO  
\_\_\_\_\_  
Title

  
\_\_\_\_\_  
Signature  
Ericka Constantine  
\_\_\_\_\_  
Name (Type or Print)

(corp. seal)

EXHIBIT "A"

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

**THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED**

I, the undersigned, am an officer or representative of Discover Palm Beach County, Inc.  
(Consultant) and attest that Consultant does not use coercion for labor or services as defined in  
section 787.06, Florida Statutes.

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

[Signature]  
(signature of officer or representative)

Milton Segarra / Sr. CEO  
(printed name and title of officer or representative)

State of Florida, County of Palm Beach.

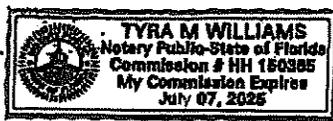
State of \_\_\_\_\_ County of \_\_\_\_\_

Sworn to and subscribed before me by means of  physical presence or  online notarization  
this 7th day of May, 2025, by Milton Segarra.

Personally known  OR produced identification .

Type of identification produced drivers license

[Signature]  
NOTARY PUBLIC  
My Commission Expires:  
State of FL at large



(Notary Seal)