

Agenda Item #: 3DD-4

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: August 25, 2026 ☒ Consent ☐ Regular
 ☐ Ordinance ☐ Public Hearing
Department

Submitted By: TOURIST DEVELOPMENT COUNCIL
Submitted For: TOURIST DEVELOPMENT COUNCIL

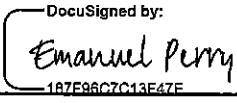
I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: a Palm Beach County Tourist Development Tax Category “B” FY 2026 Agreement with Florida Atlantic University Board of Trustees (FAU) and Florida Atlantic University Foundation, Inc. (FAUF) in the amount of \$190,626 for a retroactive term of October 1, 2025 through September 30, 2026, and managed by the Cultural Council of Palm Beach County, Inc. (Cultural Council) for the promotion/marketing of cultural events.

Summary: On October 21, 2025, 22 fully executed Category “B” grant agreements were submitted as receive and file agenda items. This last Agreement is being submitted retroactively because it required modifications requested by FAU and FAUF. This Agreement deviates from the standard grant template and is being presented separately for approval. FAUF has been certified by FAU as a direct-support organization of FAU pursuant to Section 1004.28, Florida Statutes, and pursuant to its articles of incorporation, FAUF was established to do and perform all things necessary and to have all powers necessary to encourage, promote, and provide FAU with funds and resources to further FAU’s slated objectives as a state university of Florida. FAU and FAUF desire and request that the County pay FAUF the Grant Funds that are due FAU. Grant funding was approved by the Tourist Development Council (TDC) on June 12, 2025. This Agreement will fund events which will promote cultural tourism in Palm Beach County. Countywide (YBH)

Background and Justification: Since 1994, the Board of County Commissioners has approved grants managed by the Cultural Council in support of cultural tourism, as Category B grants. This grant funding was approved by the Cultural Council as part of the Category “B” Grant process but needed revisions. This Agreement is now being submitted retroactively for approval.

- Attachment:**
- 1. Florida Atlantic University Board of Trustees and Florida Atlantic University Foundation, Inc. Agreement with Exhibits A, B, C, COI, and Florida Statutes 787.06 Affidavit

Recommended by:  Emanuel Perry Date: 7/2/2026
ybh Department Director

Approved By:  Date: 7/8/26
Deputy County Administrator

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2026	2027	2028	2029	2030
Capital Expenditures					
Operating Costs	\$190,626				
External Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	\$190,626				
# 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: 1455 Dept. 710 Unit: 7014 Object: 8201

Reporting Category _____

B. Recommended Sources of Funds/Summary of Fiscal Impact:
2nd, 3rd, 5th, and 6th bed tax funding.

C. Department Fiscal Review: [Signature]

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

[Signature] Clark 7/1/24
OFMB Contract Dev. and Control

B. Approved as to form and Legal Sufficiency:

[Signature] 7/7/26
Assistant County Attorney

C. Approved as to Terms and Conditions:

Department Director

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

PALM BEACH COUNTY
TOURIST DEVELOPMENT TAX CATEGORY B
FY2026 GRANT AGREEMENT

This is a Grant Agreement (Agreement), entered into on_____, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, (COUNTY); Florida Atlantic University Board of Trustees, (GRANTEE) and Florida Atlantic University Foundation, Inc. (FAUF), (singularly, "PARTY" and collectively, "PARTIES").

WHEREAS, the matching grant award provided for herein by the COUNTY will assist the GRANTEE with expenses that the GRANTEE incurs in GRANTEE’s tourism project described herein, hereinafter referred to as the "PROJECT"; and

WHEREAS, COUNTY has determined that the subject PROJECT will enable GRANTEE to provide an activity which will directly promote tourism in Palm Beach County, under special use Category "B" of Ordinance No. 95-30; and

WHEREAS, the expenditure of Tourist Development Tax Funds pursuant to this Agreement has been found, determined and declared to be a county and public purpose by the Board of County Commissioners of COUNTY, under authority of Section 125.0104, Florida Statutes, and Ordinance No. 95-30, as amended; and

WHEREAS, FAUF has been certified by the GRANTEE as a direct-support organization of GRANTEE pursuant to Section 1004.28, Florida Statutes; and

WHEREAS, pursuant to its Articles of Incorporation, FAUF was established to do and perform all things necessary and to have all powers necessary to encourage, promote, and provide GRANTEE with funds and resources to further the GRANTEE’s stated objectives as a state university of Florida;

WHEREAS, the GRANTEE and FAUF desire and request that the COUNTY pay FAUF the Grant Funds that are due to the GRANTEE, as provided herein; and

WHEREAS, as provided herein, the PARTIES agree for the COUNTY to pay the Grant Funds directly to FAUF.

NOW, THEREFORE, the PARTIES hereto agree as follows:

ARTICLE I

MARKETING DESCRIPTION

- 1.1 **GRANTEE:** Name: Florida Atlantic University Board of Trustees
Address: 777 Glades Road, Admin 247
Boca Raton, 33431

Attention: Kathy DiMaggio, Director, Business and Financial Operations, Dorothy F. Schmidt College of Arts & Letters
- 1.2 **GRANT NOT TO EXCEED AMOUNT (Grant Award):** \$190,626
- 1.3 **PROJECT DESCRIPTION (Project):** As provided in Exhibit “A”, attached hereto.
- 1.4 **PROJECT BUDGET:** As provided in Exhibit “B”, attached hereto.
- 1.5 **REPORTING SCHEDULE:** Final report due 10/31/26
- 1.6 **PAYMENT SCHEDULE:** Reimbursement Requests of up to 25% of Grant Award are due quarterly.
- 1.7 **EXPENDITURE DEADLINE:** Final Reimbursement Request due to COUNTY September 7, 2026
- 1.8 **GRANT PERIOD:** October 1, 2025 through September 30, 2026
- 1.9 **GRANT RESTRICTIONS, ALLOWABLE AND DISALLOWABLE EXPENSES:**

Grant restrictions are as provided in this Agreement, including, but not limited to, Exhibit “C” and the Cultural Tourism Development Fund, Category B Grant Program Application and Guidelines. Category B grant reimbursement funds are subject to budget availability and cannot

be used to match other TOURIST DEVELOPMENT COUNCIL funded grant programs, nor can grantee organizations submit reimbursement requests for the same expenses to more than one TOURIST DEVELOPMENT COUNCIL funding program. Only allowable expenses shall be eligible for reimbursement. The final determination as to whether an expense identified in the Project Budget is allowable shall be made in the sole discretion of COUNTY and GRANTEE agrees to abide by and be bound by COUNTY's determination.

ARTICLE II

CONDITIONS

- 2.1 IMPLEMENTATION:** Palm Beach County has delegated certain important responsibilities in the implementation of this Agreement to the Contract Administrator, Cultural Council of Palm Beach County, Inc., d.b.a. Cultural Council for Palm Beach County, referred to hereinafter as "CULTURAL COUNCIL". The CULTURAL COUNCIL is a private non-profit corporation contracting with COUNTY and is not a part of COUNTY government. The CULTURAL COUNCIL makes recommendations to COUNTY but does not provide final approvals on behalf of COUNTY or incur any obligations on behalf of the COUNTY.
- 2.2 PROJECT DESCRIPTION:** The GRANTEE shall use the Grant Funds only for the purposes and services which are specifically described in the Project Description attached hereto as **Exhibit "A"** and in compliance with this Agreement including the conditions in Article 1.9. GRANTEE represents that the project provided for by this Agreement will be accomplished and will directly promote Palm Beach County tourism. Any changes in the approved Project Description or marketing plan shall first be submitted to the CULTURAL COUNCIL. Thereafter, the CULTURAL COUNCIL shall convey such revised Project Description to the Executive Director of the TOURIST DEVELOPMENT COUNCIL for his/her approval. No expense related

to a change in the Project Description occurring after Agreement approval will be reimbursed unless approved as provided herein.

2.3 PROJECT BUDGET: All expenditures of Grant Funds shall be subject to the conditions and terms of this Agreement and must be in accordance with the Project Budget, attached hereto as **Exhibit “B”**. The GRANTEE's expenditure of Grant Funds must be only for the items specified in each line-item of the Project Budget and not in excess of the amounts specified in each line-item. The GRANTEE may amend the amount identified for specific Grant Fund line-items in the Project Budget, if such changes do not exceed ten percent (10%) per line item and so long as the amount of Grant Funds allocated for other items is likewise adjusted. Any change in any line-item expenditure of Grant Funds in excess of ten percent (10%) per item shall require the advance written approval of the Executive Director of the TOURIST DEVELOPMENT COUNCIL. Any request for approval shall first be submitted by GRANTEE to the CULTURAL COUNCIL. The CULTURAL COUNCIL will convey such request to the Executive Director of the TOURIST DEVELOPMENT COUNCIL for approval.

2.4 REPORTING: This project is being funded with the expectation that it will directly promote Palm Beach County Tourism by providing specifically described cultural or fine art entertainment, festivals, programs and activities which will be made available to and be attended by visitors to Palm Beach County. To assist in a determination of whether the Project is fulfilling or has fulfilled its purpose of directly promoting tourism in the COUNTY, the GRANTEE must supply the CULTURAL COUNCIL with written reports, including an audience survey and other documentation demonstrating the Project's direct promotion of tourism in the COUNTY. GRANTEE must conduct an audience survey that incorporates survey questions consistent with those outlined by the CULTURAL COUNCIL's contracted marketing research firm. GRANTEE must also provide data in a

format that allows the CULTURAL COUNCIL to easily aggregate Palm Beach County statistics at the interim and final reporting periods. These reports are to be received by the CULTURAL COUNCIL pursuant to the reporting schedule contained in Article 1.5. The CULTURAL COUNCIL will submit said reports to the Executive Director of the TOURIST DEVELOPMENT COUNCIL. The GRANTEE shall also submit programming information to the CULTURAL COUNCIL for Tourist Development funded publications by the publication deadline. GRANTEE shall provide immediate notice to the CULTURAL COUNCIL in the event that a grant funded Project is to be canceled or rescheduled.

2.5 GRANT AMOUNT AND PAYMENT SCHEDULE: The total amount of the Grant is specified in Article 1.2. By awarding this Grant, COUNTY assumes no obligation to provide financial support of any type or amount that is not in compliance with this Agreement or that is in excess of the total Grant Funds. The Grant Funds will be paid to FAUF pursuant to the Payment Schedule specified in Article 1.6, subject to the provisions of Article 2.7, and shall be solely payable from Category B tourist development tax funds lawfully available. In the event of a shortfall in projected Category B tourist development tax funds, it may be necessary to reduce the total amount of the Grant Funds provided in this Agreement. The CULTURAL COUNCIL and COUNTY will determine the amount of the reduction and notify the GRANTEE about the reduction in advance and the reduction will take effect upon written notice by the COUNTY.

2.6 PROJECT MONITORING AND EVALUATION: The CULTURAL COUNCIL shall monitor and conduct an evaluation of compliance with this Agreement. GRANTEE shall provide County representatives, which may include, but is not limited to, the County Mayor, County Commissioners, County Administration, Department Staff, other County staff, TOURIST DEVELOPMENT COUNCIL staff and board members, CULTURAL COUNCIL staff and board members, and guests (collectively, COUNTY REPRESENTATIVES) full access, including but not limited to parking, meals and entertainment, without cost to the

PROJECT and to any other key stakeholder events to observe, encourage, and/or monitor the GRANTEE's program, procedures, and operations under this Grant, or to discuss the GRANTEE's PROJECT with the GRANTEE's personnel. Such participation shall be reasonable relative to any such PROJECT'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 the PROJECT and 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 the COUNTY REPRESENTATIVES on the COUNTY's behalf. In so doing, GRANTEE shall take all reasonable efforts to communicate to the COUNTY REPRESENTATIVES that the access to the PROJECT and to any key stakeholder events is being provided pursuant to this Grant 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 GRANTEE.

- 2.7 PAYMENT OF GRANT FUNDS:** Only projects which advance, promote and further Palm Beach County tourism shall receive Grant Funds. In accordance with this Agreement, FAUF shall receive the Grant Funds from COUNTY in the form of reimbursement to GRANTEE for its expenditures for "allowable" Grant Fund items and only for those expenses identified in the Project Budget which are deemed by COUNTY to be "allowable" and subject to compliance with the requirements of this Agreement. Examples of "allowable" and "disallowable" expenses are set forth in the attached Exhibit "C". No Grant Funds shall be advanced by COUNTY to or on behalf of GRANTEE. The following

procedure shall be applicable to the payment of Grant Funds by COUNTY:

GRANTEE shall submit quarterly, as outlined in **Exhibit "C"**, to the CULTURALCOUNCIL a "Request for Payment of Grant Funds", upon a form approved by the Clerk of the Board of County Commissioners. Upon approval of a "Request for Payment of Grant Funds" (hereinafter referred to as "REQUEST") by the CULTURAL COUNCIL and the Executive Director of the TOURIST DEVELOPMENT COUNCIL, the REQUEST shall be submitted by the CULTURAL COUNCIL to the Clerk of the Board of County Commissioners for processing and payment in accordance with this Agreement and applicable 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, and 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 CULTURAL COUNCIL or the COUNTY. Moreover, COUNTY shall not pay FAUF on any invoice, unless and until the Clerk of the Board of County Commissioners approves said payment pursuant to the Clerk's pre-payment audit thereof in accordance with law, and subject to the conditions, if any, attached to said approval.

2.8 ACCESS AND AUDITS: 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 the GRANTEE, the FAUF, their officers, agents, employees, and lobbyists in order to ensure compliance with applicable 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.

2.9 **CREDITS:** The GRANTEE must include the following credit designations for the agency managing their grant (Cultural Council of Palm Beach County), the funding source (Funded by the Tourist Development Council), and the grantor (Palm Beach County Board of County Commissioners).



Any advertising performed in accordance with this Agreement must include the above series of credits, easily legible and sized of the same proportion for all, or other credit/logo that has been approved by the Executive Director of the TOURIST DEVELOPMENT COUNCIL. News releases; print advertising; radio and television advertising; must have these credits clearly recognizable/audible in the advertisement. For digital advertisements, electronic social media advertising channels must have these credits clearly recognizable in the “grantee or cultural council co-op landing page” by clicking through the digital advertisement to the GRANTEE or CULTURAL COUNCIL web site in order for reimbursement of the allowable advertising expenses. Screen prints of both these electronic pages will be required for reimbursement.

2.10 **FAMILARIZATION TOURS, DESTINATION REVIEWS, FILM OPPORTUNITIES:**

The GRANTEE understands and agrees that the GRANTEE’s facility shall be made available at no cost to the TOURIST DEVELOPMENT COUNCIL and any TOURIST DEVELOPMENT COUNCIL tourism agency for the purpose of familiarization tours, destination reviews or filming vignettes or segments for the Palm Beach Channel upon reasonable advance notice, subject to availability and at no charge. In addition, the GRANTEE shall give the TOURIST DEVELOPMENT COUNCIL and related tourism agencies, the most favored customer rates

when they are booking the GRANTEE's venue and services for a tourism related special event. The TOURIST DEVELOPMENT COUNCIL and/or the applicable tourism agency will notify the GRANTEE when a special tourism event is being organized by a contractor, agent, or partner on behalf of the tourism agency, and the most favored customer rates shall apply to that booking and services.

Most favored rates are determined by bookings and services offered over a period of 12 months prior to the booking. Unless the GRANTEE is notified that the venue request is a TOURIST DEVELOPMENT COUNCIL or tourism agency related request, the GRANTEE has no obligation to extend most favored rates, including to third parties, meeting planners or other entities or businesses requesting the venue.

2.11 INDEMNIFICATION: Each PARTY shall be liable for its own actions and negligence, and to the extent permitted by law, GRANTEE and FAUF shall each be responsible to indemnify, defend and hold harmless COUNTY against any actions, claims or damages arising out of their own respective negligence in connection with their respective responsibilities under 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 a PARTY to indemnify the other PARTIES for such other PARTIES's negligent, willful or intentional acts or omissions.

2.12 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.

2.13 **ASSIGNMENT:** The GRANTEE and FAUF are not permitted in any manner to assign any rights or obligations under this Agreement, and any purported assignment will be void.

2.14 **INDEPENDENT CONTRACTOR RELATIONSHIP:** 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 employees or agents of the COUNTY.

The GRANTEE does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

2.15 **COMPLIANCE:** The GRANTEE and FAUF agree to abide by and be governed by all applicable laws, including but not limited to Palm Beach County's ordinances, as said laws and ordinances exist and are amended from time to time, subject to applicable state law, regulations, guidance and authorities governing GRANTEE as a Florida state agency and Florida state university.

In entering into this Agreement, Palm Beach County does not waive the requirements of any state, county or local ordinance or the requirements of obtaining any permits or licenses which are normally required to conduct the business or activity contemplated by the GRANTEE.

2.16 **AUTHORITY TO PRACTICE:** The GRANTEE hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

2.17 PERSONNEL: The GRANTEE represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. All of the services required herein under shall be performed by the GRANTEE or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

The GRANTEE warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of the GRANTEE'S personnel (and all Subcontractors), while on County premises, will comply with all COUNTY requirements governing conduct, safety and security.

2.18 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.

2.19 **REMEDIES AND EXPENDITURE DEADLINE:**

- (A) If the GRANTEE or FAUF fails to comply with any of the provisions of this Agreement, the COUNTY may withhold, temporarily or permanently, all, or any, unpaid portion of the Grant upon giving written notice to the GRANTEE, and/or terminate this Agreement and the COUNTY shall have no further funding obligation to the GRANTEE under this Agreement. Furthermore, GRANTEE and FAUF shall repay to COUNTY all funds received by FAUF which did not result in cultural programs or projects.
- (B) In the event that a project or program for which FAUF has received funds is canceled and not replaced with an approved revised project or program in accordance with Article 2.2, GRANTEE and FAUF shall repay to COUNTY all funds received by it for such canceled project or program.
- (C) The GRANTEE and FAUF shall repay COUNTY for all unauthorized, illegal or unlawful

expenditures of Grant Funds, including unlawful and/or unauthorized expenditures discovered after the expiration of the Grant Period. The GRANTEE and FAUF shall also be liable to reimburse the COUNTY for any lost or stolen Grant Funds. In the event the GRANTEE ceases to exist, or ceases or suspends its operation for any reason, any remaining unpaid portion of this Grant shall be retained by COUNTY and COUNTY shall have no further funding obligation to GRANTEE or FAUF with regard to those unpaid funds. The determination that the GRANTEE has ceased or suspended its operation shall be made solely by COUNTY and GRANTEE agrees to be bound by COUNTY's determination.

- (D) Grant Funds which are to be repaid to the COUNTY pursuant to this Article are to be repaid by delivering to the COUNTY a certified check for the total amount due, payable to Palm Beach County at the Office of the Executive Director of the TOURIST DEVELOPMENT COUNCIL within ten (10) days of the COUNTY's demand.
- (E) 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.**

2.20 TERMINATION BY COUNTY:

(A) Notwithstanding anything contained in this Agreement, COUNTY shall have the right to terminate this Agreement, with or without cause, upon five (5) days written notice to GRANTEE.

(B) In the event of a Force Majeure event, COUNTY or GRANTEE may cancel this Agreement immediately with notice to the other party provided, however, that GRANTEE and FAUF shall return any Grant Funds attributable to a Project Event that have been disbursed if the Project Event is cancelled and not rescheduled. Project Events may be rescheduled with the approval of the Executive Director of the TOURIST DEVELOPMENT COUNCIL. A Force Majeure Event is any one or more of the following:

1. acts of God, such as severe acts of nature or weather events including floods, fires, earthquakes, hurricanes, or explosions;
2. war, acts of terrorism, and epidemics or manmade biological attack;
3. acts of governmental authorities such as expropriation, condemnation, and changes in laws and regulations (Such acts are not compensable under this Agreement); and
4. strikes and labor disputes;

In the event of a cancellation prior to the Event, COUNTY shall be relieved of all obligations under this Agreement.

2.21 WRITTEN NOTICE: Any written notice required under this Agreement shall be sufficient if sent by certified mail as follows:

- (A) As to the GRANTEE: Addressed to the GRANTEE specified in Article 1.1.

(B) As to the CULTURAL COUNCIL:

Addressed as follows:

President and CEO

Cultural Council For Palm Beach County, Inc.

601 Lake Avenue

Lake Worth Beach, FL 33460

(C) As to the COUNTY:

Addressed as follows:

Executive Director

Tourist Development Council

2195 Southern Blvd., 500

West Palm Beach, Florida 33406

2.22 CONTRACT REPRESENTS TOTAL AGREEMENT: This Agreement, including its special conditions, if any, and exhibits, represents the entire agreement of the parties. No modifications or amendments may be made to this Agreement unless made in writing signed by the parties and approved by appropriate action of the Executive Director of the TOURIST DEVELOPMENT COUNCIL, as delegated by the COUNTY.

2.23 NONDISCRIMINATION: The GRANTEE warrants and represents that 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 in accordance with law. As a condition of entering into this Agreement, the GRANTEE represents and warrants that it will comply with the County's Commercial Nondiscrimination Policy as described in Resolution 2025-0748 as amended. As part of such compliance, the GRANTEE 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 the GRANTEE retaliate against any person for reporting instances of such discrimination. The GRANTEE shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the County’s relevant marketplace in Palm Beach County. The GRANTEE understands and agrees that a material violation of this clause shall be considered a material breach of the Agreement and may result in termination of the Agreement, disqualification or debarment of the GRANTEE 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.

ARTICLE III
SPECIAL CONDITIONS

- 3.1 **ORDINANCE AMENDMENT:** Nothing in this Agreement shall impair or prohibit the Board of County Commissioners from amending Ordinance No. 95-30, as amended, as the County may from time to time deem appropriate.

- 3.2 **PERFORMANCE AND OBLIGATION TO PAY:** GRANTEE's performance and COUNTY's performance and obligation to pay under this Agreement are contingent upon an allocation of Tourist Development Tax funds for the purposes and uses provided in this Agreement, the availability of Tourist Development Tax funds designated in COUNTY's Tourist Development Plan for Category B, and an annual appropriation by the COUNTY for the purposes and uses described in this Agreement.

- 3.3 **ELIGIBILITY REQUIREMENTS:** The Grant Funds were awarded based on the GRANTEE

meeting the eligibility conditions specified in the grant program’s application guidelines. The GRANTEE agrees to notify the CULTURAL COUNCIL in writing of any changes to the specified conditions within 30 days of said change. The COUNTY shall review any changes and shall accept or reject said change within its sole discretion. If deemed necessary, the COUNTY shall terminate the Agreement.

ARTICLE IV
EXECUTIVE DIRECTOR APPROVAL REQUIRED

4.1 AGREEMENT/APPROVAL AND AMENDMENT: This Agreement and all amendments thereto must be approved and executed by the Executive Director of the TOURIST DEVELOPMENT COUNCIL, as delegated by the Board of County Commissioners of Palm Beach County, Florida and shall not take effect until so approved.

ARTICLE V
PUBLIC ENTITY CRIMES

- 5.1 PUBLIC ENTITY CRIMES:** As provided in Florida Statute 287.132-133, 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 convicted vendor list maintained by the State of Florida Department of Management Services within 36 months immediately preceding the date hereof. This notice is required by Florida Statute 287.133 (3) (a).
- 5.2 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.

5.3 PUBLIC RECORDS: The GRANTEE and FAUF shall maintain records related to all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Agreement. The COUNTY shall have access to such records as required in this section for the purpose of inspection or audit during normal business hours, at the GRANTEE'S and FAUF's place of business. 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 and FAUF shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The GRANTEE and FAUF are specifically required to:

- (A) Keep and maintain public records required by the COUNTY to perform services as provided under this Agreement.
- (B) Upon request from the COUNTY's Custodian of Public Records (COUNTY's Custodian) or COUNTY's representative/liaison, on behalf of the COUNTY's Custodian, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The GRANTEE and FAUF further agree 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. Nothing contained herein shall prevent the disclosure of or the provision of records to the COUNTY.

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

Failure of the GRANTEE and/or FAUF to comply with the requirements of this section 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 and FAUF 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 OR FAUF 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.

5.4 GRANT AGREEMENT SUBMISSION: GRANTEE and FAUF shall execute the Grant Agreement

through an approved County Electronic Signature Software. If Grantee or FAUF is unable to access the approved software Grantee shall submit three (3) signed copies of the Grant Agreement, with approved signatures, within thirty (30) days of the first day of the EVENT. If the GRANTEE or FAUF fails to timely submit the required copies of the Grant Agreement, the COUNTY may decline to review and execute the Grant Agreement.

5.5 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 and FAUF shall execute the Agreement by manual means only, unless the COUNTY provides otherwise.

5.6 DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES

OF CONCERN: Grantee and FAUF each certifies that it complies with F.S. 1010.25, as provided in F.S. 286.101, as both may be amended.

5.7 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.

5.8 DIGITAL ACCESSIBILITY COMPLIANCE: Grantee acknowledges that the County is a public entity subject to Title II of the Americans with Disabilities Act (ADA) and applicable federal accessibility regulations. Grantee represents and warrants that all websites, web-based applications, digital services, electronic documents, multimedia, and other electronic content created, developed, provided, submitted, maintained, or delivered under this Contract that may be electronically displayed, accessed, distributed, or made available to the public by the County shall conform to the Web Content Accessibility Guidelines (WCAG) 2.1, Level AA, or any successor standard adopted by the U.S. Department of Justice.

All electronic documents submitted to the County, including but not limited to PDFs, reports, forms, presentations, and public-facing materials, shall be provided in an accessible format compliant with the applicable accessibility standard at the time of delivery.

Grantee shall ensure that any updates, revisions, or modifications to such digital content remain compliant throughout the term of this Contract. Upon request, Grantee shall provide documentation reasonably demonstrating accessibility compliance. If any deliverable is determined by the County to be noncompliant, Grantee shall promptly remediate the noncompliance at no additional cost to the County and within a timeframe specified by the County. Grantee shall ensure that any third-party digital content or platforms used in performance of this Contract either comply with the requirements herein or that an accessible alternative acceptable to the County is provided.

Failure to comply with this subsection shall constitute a material breach of this Contract.

IN WITNESS WHEREOF, the Executive Director of the Tourist Development Council of Palm Beach County, Florida, has made and executed this Grant Agreement on behalf of the COUNTY and GRANTEE has hereunto set its hand the day and year above written.

[This space intentionally left blank; signature page follows.]

PALM BEACH COUNTY, FLORIDA:

ATTEST:
MICHAEL A. CARUSO
CLERK AND COMPTROLLER:

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS:

By: _____ Date: _____
Deputy Clerk

By: _____
Mayor Sara Baxter

APPROVED AS TO TERMS
AND CONDITIONS:

By: Emanuel Perry
Emanuel Perry, Executive Director
Tourist Development Council

GRANTEE ORGANIZATION:

Florida Atlantic University Board of Trustees Federal Tax ID #: 65-0385507

By: [Signature]
Dr. Kenneth Dawson-Scully, Executive Vice President
Academic Affairs and Provost

Florida Atlantic University Foundation, Inc. Federal Tax ID #: 59-0917824

By: [Signature]
David Kian, Interim Chief Executive Officer

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY: COUNTY

By: [Signature]
Yelizaveta B. Herman
County Attorney

APPROVED AS TO TERMS AND CONDITIONS:
CULTURAL COUNCIL OF PALM BEACH
COUNTY, INC.

By: Dave Lawrence
Dave Lawrence, President and CEO

Exhibit A

All programs are presented on the Boca Raton campus unless otherwise noted.

AVRON B. FOGELMAN SPORTS MUSEUM: Sports memorabilia Museum. All-year.

WEINER HOLOCAUST MUSEUM: Features authentic Holocaust artifacts. All-year.

DIMENSIONS IN TESTMONY: Digital display offers virtual conversations with Holocaust survivors. All-year.

THE LARKIN AMERICAN PRESIDENTIAL STUDY: A collection of original letters signed by every U.S. President. All-year.

UNIVERSITY GALLERIES: "A Century of Jews in Boca Raton: History, Community, Legacy." An exhibit of photographs, historical documents, and personal narratives. Oct-Nov.

"America 250: We Hold These Truths." Brings together artists whose works examine the layered meanings of American identity. Jan-Mar.

"Art Amidst Darkness: Holocaust Testimonies from the Yad Vashem Collection." Exhibit by artists who bore witness to the Holocaust. Jan-Feb.

THEATRE AND DANCE: Jerusalem Ballet: Presents "Houdini" exploring the life of legendary escape artist, Harry Houdini, and "Memento" which lauds the heroic acts of Jewish Polish ballerina, Franceska Mann, who resisted Nazi guards. Oct 25-Nov2.

"The Pirates of Penzance" comic opera. Nov 8-23.

"The Tempest" a story of shipwreck and magic by William Shakespeare. Feb 20-Mar 1.

"By Any Other Name," a new musical. Nine of Shakespeare's young lovers find themselves magically transported to the same forest. Apr 17-26.

THEATRE LAB: "Heebie Jeebies: Tales from the Midnight." New work based on spooky stories from classic literature updated for modern times. Sep 20-Oct 12.

"The City in the City in the City." Two traveling companions embark on the adventure of a lifetime. Nov 8-25.

"Conversa." Show about identity, migration, change, and the echoes of history which call us home. Feb 7-22.

"Inferna." Explores trauma, forgiveness and the often-absurd comedy of being a child. Apr 11-26.

"Owl" New Play Festival. Collaboration of Theatre Lab and the Department of Theatre and Dance shows into three-weekends of new work: "Inferna" and "By Any Other Name" with lectures, and new play readings. Apr 11-26.

SUMMER FESTIVAL REPERTORY SERIES: Classic comedy, musical theater show and two Big Band concerts. Jun-Jul.

MUSIC: "Irena Kofman and Friends" chamber music series. Oct and Mar.

Exhibit A

Evenings of Jazz: Nov and Apr.

Candela: High energy Salsa and Latin Jazz. Nov and Apr.

Handel’s “Messiah.” St. Joan of Arc Catholic Church. Dec.

The Bob Lappin and the Palm Beach Pops Inaugural Legacy Concert.” Feb 3.

LECTURES: “Inheriting the Revolution: The Modern Legacy of 1776.” Mar.

The Alan B. and Charna Larkin Symposium on the American Presidency features NY Times photographer and speaker, Doug Mills, “Capturing the American Presidency.” Feb.

GREAT DECISIONS LECTURE SERIES: Presents critical issues facing the U.S. Jan-Feb

TOURIST DEVELOPMENT FUND FY2025/2026
Category B - Cultural Tourism
INCOME/EXPENSE BUDGET

Program Budget Detail: October 1, 2025 to September 30, 2026 (Grant Fiscal Year)	Allocation of Category Grant Funds (Grant Award)	Other Program Funds (Include program matching funds)	Total Program Budget (All Exhibit A Income/ Expense) (C=A+B)	All Other Organization Operating Income and Expenses	Total Organization Operating Budget (E=C+D)	% of Total	In-Kind Support** (Amount Included in "E" total)
Expenses	(A)	(B)	(C)	(D)	(E)	(F) %	(G)
Personnel: Admin/Tech/Artistic	N/A	1,179,952	1,179,952	209,527	1,389,479	53.7%	
Personnel: Marketing (50% of allowable)		289,130	289,130	45,365	334,495	12.9%	
Outside Professional Services: Artistic	80,000	404,980	484,980	-	484,980	18.7%	
Outside Professional Services: Marketing/PR		-	-	-	-	-	
Outside Professional Services: Other		45,000	45,000	-	45,000	1.7%	
Space Rental for Program		15,150	15,150	-	15,150	0.6%	
Rent/Mortgage	N/A	-	-	-	-	-	
Marketing/Advertising	110,626	50,000	160,626	-	160,626	6.2%	
All Other Remaining Operating Expenses	N/A	145,000	145,000	15,000	160,000	6.2%	
TOTAL EXPENSES	\$ 190,626	\$ 2,129,212	\$ 2,319,838	\$ 269,892	\$ 2,589,730	100%	\$ -
N/A (not funded by Tourist Development Fund) (Total expenses in each column above must equal total Revenues in same column below. Budgets must be balanced.)							
Revenue							
Admissions (Tickets/Subscriptions) Revenue			400,000	-	400,000	15.4%	
Membership Revenue			140,000	-	140,000	5.4%	
Contracted Services Revenue			-	-	-	-	
Other Revenue			-	-	-	-	
Corporate Contributions			50,000	-	50,000	1.9%	
Foundation Grants			350,000	75,000	425,000	16.4%	
Other Private Support			454,379	50,000	504,379	19.5%	
Government Grants (Federal)			-	-	-	-	
Government Grants (State)			734,833	144,892	879,725	34.0%	
Government Grants (Local)			-	-	-	-	
TDC Grant Award Amount	(Matches total of column A above)		190,626	-	190,626	7.4%	
Grantee Cash-Budget shortfall/(surplus)***			-	-	-	-	
TOTAL REVENUES			\$ 2,319,838	\$ 269,892	\$ 2,589,730	100%	\$ -
(If any amounts appear on this line, then your Budget is out of balance. Please correct.) \$ - \$ - \$ - \$ - \$ - \$ - \$ -							
Explain any "In-Kind" amounts listed in Column G on B-2 worksheet				*Explain sources/uses of Cash shortfall/surplus on worksheet (tab 3)			

In-Kind Explanation FY25-26 - Exhibit B

Grantee Name:	
In declaring any "In-Kind" Revenue, please describe details below:	
Personnel: Admin/Tech/Artistic:	N/A
Neither volunteer hours nor donated salaries are recognized as "In-Kind"	
Personnel: Marketing (50% of allowable):	N/A
Neither volunteer hours nor donated salaries are recognized as "In-Kind"	
Outside Professional Services: Artistic	
Outside Professional Services: Marketing/PR	
Outside Professional Services: Other	
Space Rental for Program:	
Rent/Mortgage:	
Marketing/Advertising:	
Remaining Operating Expenses:	

Shortfall or Surplus Explanation FY25-26 - Exhibit B

Grantee Name:	
Shortfall Explanation:	
If Income/Expense creates a net shortfall (loss), please provide a short explanation of the source of funds (listed under "Applicant Cash") that will be used to cover that planned shortfall.	
Shortfall:	
Surplus Explanation:	
If Income/Expense creates a net surplus, please provide a short explanation of the planned use of those surplus funds (listed under "Applicant Cash").	
Surplus:	

Exhibit C

Cultural Tourism, Category B Grant

Allowable Expenses

Program Description: A program is defined as a specific event, exhibit, performance or other activity which would attract out-of-town visitors.

Professional in-house marketing staff, up to 50% of adjusted salary (gross salary less vacation, sick, personal, bereavement, and holidays). **100% of staff time must be dedicated to marketing.** If an organization does not have a dedicated (100%) marketing individual on staff, consideration will be given to support a position that includes marketing duties. 50% of the adjusted salary dedicated to marketing duties only is reimbursable.

- Outside professional services specific to artist fees directly related to the funded program, including travel
- Outside professional services specific to marketing and/or public relations directly related to the funded program(s)
- Outside professional services specific to production and technical expenses directly related to the funded program(s)
- Marketing and advertising costs directly used on out-of-county marketing related to the funded program
- Space rental directly related to the funded program
- Pre-payments made prior to grant period for allowable expenses directly related to the funded program(s), deposits required by contracts, or if there is a savings resulted, services are essential to the program, or good or services are available only if advance payment is made and after the event/service occurs.

Disallowable Expenses

- General Operating or administrative expenses
- Mortgage or rent of office building, renovation, or remodeling of facilities
- Purchase of permanent equipment, anything with a life span of one year or more
- Fundraising, galas, sponsorships, development, membership, annual reports, printed newsletter, private events, private event invitations and/or program publications that include solicited (paid) advertising. Call center expenses related to membership and subscription renewal are not allowable
- Funds cannot be used for expenses or program costs associated with sponsorships, co-op marketing opportunities or additional support from another TDC agency. Likewise, program costs incurred in fulfillment of sponsorships, co-op marketing opportunities, or additional support from other TDC agencies are not eligible for reimbursement through this program.
- Classes and other educational activities
- Advertising and/or printing that omit the County, TDC, or Cultural Council logos and/or recognition
- Food and beverage expenses
- Student or intern expenses
- Any awards, prizes, or contributions
- Any other non-program related expenses
- Prepaid expenses, unless specified in allowable expenses
- Postage

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

Name Insured: Florida Atlantic University

DFS-D0-863
Effective 07/23
Rule 69H-2.004, F.A.C.



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 thereof, or out of materials, parts, or equipment furnished in connection therewith;

DFS-D0-863
Effective 07/23
Rule 69H-2.004, F.A.C.

- (i) eminent domain proceedings or damage to persons or property of others arising therefrom;
- (j) to punitive damages;
- (k) to actions of insureds committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property;
- (l) to professional medical liability of the Board of Regents, the physicians, officers, employees, or agents of the Board;
- (m) to liability related in any way with nuclear energy;
- (n) to liability assumed by the insured under any contract or agreement;
- (o) to final judgments in which the insured has been determined to have caused the harm intentionally;
- (p) to awards for injunctive, declaratory, or prospective relief rendered against an insured by any federal or state court, agency or commission.

V. CONDITIONS

A. Premium

Premium charges shall be assessed in accordance with the provisions of Chapter 284, Part II, Florida Statutes, and any rules promulgated thereunder utilizing a retrospective rating arrangement premium calculation method whereby 80% of the premium is based on losses actually incurred by the insured and 20% is based on the changes in risk exposures (employees, etc.) of an insured. The premium must be paid promptly by an insured agency from its operating budget upon receiving the premium bill or invoice.

B. Audit

The Fund shall be permitted to examine and audit the insured's books and records at any time during the term of this coverage and any extension thereof, and within three years after the final termination of this coverage, as far as they relate to the premium bases or the subject matter of this coverage.

C. Insured's Duties in the Event of Occurrence, Claim or Suit

- (1) Event of Occurrence
Written notice containing particulars sufficient to identify the insured, along with reasonably obtainable information with respect to the time, place and circumstances thereof, the names and addresses of the injured and all known witnesses, shall immediately be given by or for the insured to the Fund.
- (2) Notice of Claim or Suit
If claim is made by suit brought against the insured, the insured shall immediately forward to the Fund every demand, notice, summons, or other process received by him or his representative. Failure by the insured to advise the Fund of a claim or suit prior to a settlement agreement or the insured otherwise obligating itself, shall void coverage by the Fund, for that claim.
- (3) Assistance and Cooperation of the Insured
The insured shall cooperate with the Fund and, upon the Fund's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the insured because of injury or damage with respect to which coverage is afforded under this certificate, and the insured shall upon request, make available all agency records pertaining to a specific claim, shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expenses other than for first aid to others at the time of accident.

- (4) Action Against the Fund
No action shall lie against the Fund unless, as a condition precedent thereto, the insured shall have been in full compliance with all of the terms of this certificate and the provisions of applicable Florida Statutes.
- (5) Severability of Interest
The term "the insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limits of the Fund's liability.
- (6) Limits of Liability
The limit of liability expressed as applicable to "each person" is the limit of the Fund's liability for all damages, including damages for care and loss of services, arising out of personal injury and property damage sustained by one person as a result of any one occurrence; but the total liability of the Fund for all damages sustained by two or more persons as a result of any one occurrence shall not exceed the limit of liability as applicable "each occurrence".
- (7) Other Insurance
If there is insurance applicable to any claim, the coverage extended by this certificate shall apply only as excess insurance over any and all other applicable insurance.
- (8) Terms of Coverage
This certificate is issued for the purpose of confirming coverage as contemplated by Chapter 284, Part II, Florida Statutes. In the event of any conflict between provisions or coverages in this certificate and the provisions of any Florida Statutes or laws including, but not limited to the aforesaid, said statutes and laws shall control.
- (9) Cancellation
Failure of the Fund to receive the amount of premiums billed to the insured agency within the time frames allowed by law may result in cancellation of the certificate of coverage. Payments must be made promptly from the insured's operating budget upon receipt of the premium bill as specified in Section 284.36, Florida Statutes, and lack of prompt payment will result in a request from the Fund to the Comptroller to transfer premiums from any available funds of the delinquent agency under the provisions of Section 284.44(7), Florida Statutes.

- D. Self-Insurance Coverage
Coverage for defending and paying claims under this certificate is provided under the authority of Chapter 284, Florida Statutes, wherein the state is authorized to administer a self-insurance program. Provision of this certificate does not constitute the issuance of insurance other than on a self-insurance basis, and payment of any covered claim obligations is contingent upon availability of legislative funding.

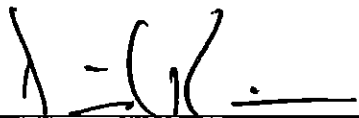
EXHIBIT

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 the Florida Atlantic University Foundation, 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 of officer or representative)

David Kian, Interim 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, 16th day of May, 2026, by David Kian.

Personally known ☒ OR produced identification ☒.

Type of identification produced FL Drivers License.



NOTARY PUBLIC
My Commission Expires:
State of Florida at large



(Notary Seal)