



**AGREEMENT BETWEEN BROWARD COUNTY AND CONEX EXHIBITION SERVICES, LLC FOR
TRADE SHOW BOOTHS AND RELATED SERVICES (RLI #GEN2128008R1)**

This agreement ("Agreement") is between Broward County, a political subdivision of the State of Florida ("County"), and Conex Exhibition Services, LLC, a Florida limited liability company ("Contractor") (each a "Party" and collectively referred to as the "Parties").

RECITALS

A. County, through its Greater Fort Lauderdale Convention and Visitors Bureau ("Visit Lauderdale"), requires the services of a qualified contractor to provide trade show booths and related exhibition services for domestic and international trade shows attended by Visit Lauderdale.

B. County desires to contract with Contractor to provide such services, including the planning, design, storage, transportation, and execution of trade show booths.

C. The Parties desire to enter into this Agreement to set forth the terms and conditions under which Contractor will provide the required services.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

1.1. **Applicable Law** means all applicable laws, codes, advisory circulars, rules, regulations, and ordinances of any federal, state, county, municipal, or other governmental entity, as may be amended.

1.2. **Board** means the Board of County Commissioners of Broward County, Florida.

1.3. **Code** means the Broward County Code of Ordinances.

1.4. **Contract Administrator** means the Director of the Greater Fort Lauderdale Convention and Visitors Bureau, the Assistant Director of the Greater Fort Lauderdale Convention and Visitors Bureau, or such other person designated by the Director of the Greater Fort Lauderdale Convention and Visitors Bureau in writing.

1.5. **County Business Enterprise** or **CBE** means an entity certified as meeting the applicable requirements of Section 1-81 of the Code.

1.6. **Fiscal Year** means County's fiscal year (October 1 through the following September 30).

1.7. **Notice to Proceed** means a written authorization to proceed with a project, phase, or task, issued by the Contract Administrator.

1.8. **Purchasing Director** means County's Director of Purchasing.

1.9. **Services** means all work required of Contractor under this Agreement, including, without limitation, all deliverables, goods, consulting, training, project management, and services specified in the Scope of Services attached as Exhibit A, as well as the specific Services assigned to Contractor pursuant to a Work Authorization or purchase order.

1.10. **Subcontractor** means an entity or individual, including subconsultants, providing Services to County through Contractor, regardless of tier.

ARTICLE 2. EXHIBITS

Exhibit A	Scope of Services
Exhibit B	Payment Schedule
Exhibit C	Minimum Insurance Coverages
Exhibit D	Work Authorization Form

ARTICLE 3. SCOPE OF SERVICES

3.1. **Scope of Services.** Contractor shall perform all Services, including, without limitation, the work specified in Exhibit A (the "Scope of Services"). The Scope of Services is a description of Contractor's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks that are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.

3.2. **Optional Services.** If any Services, or the quantity thereof, are identified as optional ("Optional Services"), County may select the type, amount, and timing of Optional Services pursuant to a work authorization ("Work Authorization") in substantially the form attached as Exhibit D, executed by Contractor and County pursuant to this section. Any Optional Services procured, when combined with the other required Services, shall not result in a payment obligation exceeding the applicable maximum amount stated in Section 5.1. Notwithstanding anything to the contrary in this Agreement, Work Authorizations shall be executed on behalf of County as follows: (a) the Contract Administrator may execute Work Authorizations for which the total aggregate cost to County is less than \$50,000; (b) the Purchasing Director may execute Work Authorizations for which the total aggregate cost to County is within the Purchasing Director's delegated authority; and (c) any Work Authorization above the Purchasing Director's delegated authority requires express approval by the Board. Contractor shall not commence work on any Work Authorization until receipt of a purchase order and a Notice to Proceed issued by the Contract Administrator.

ARTICLE 4. TERM AND TIME OF PERFORMANCE

4.1. **Term.** This Agreement begins on the date it is fully executed by the Parties ("Effective Date") and continues for one (1) year ("Initial Term"), unless otherwise terminated or extended

as provided in this Agreement. The Initial Term, Extension Term(s), and any Additional Extension, as those terms are defined in this article, are collectively referred to as the "Term."

4.2. Extensions. County may extend this Agreement for up to four (4) additional one (1) year terms (each an "Extension Term") on the same terms and conditions stated in this Agreement, except as otherwise provided for rate adjustments pursuant to the terms of this Agreement. County shall provide written notice to Contractor of its intent to extend this Agreement at least thirty (30) days prior to the expiration of the then-current term. The Purchasing Director is authorized to exercise any Extension Term(s) and notice of same to Contractor by electronic mail alone shall be effective and sufficient.

4.3. Additional Extension. If the Purchasing Director determines, in their sole discretion, that unusual or exceptional circumstances render the exercise of an Extension Term not practicable, or that no Extension Term remains available and expiration of this Agreement would result in a gap in necessary Services, then the Purchasing Director may extend this Agreement for period(s) not to exceed three (3) months in the aggregate ("Additional Extension") on the same rates, terms, and conditions as existed at the end of the then-current term. The Purchasing Director may exercise the Additional Extension by written notice to Contractor at least thirty (30) days prior to the end of the then-current term stating the duration of the Additional Extension. The Additional Extension must be within the authority of the Purchasing Director or otherwise authorized by the Board.

4.4. Fiscal Year. The continuation of this Agreement beyond the end of any County Fiscal Year is subject to both the appropriation and the availability of funds pursuant to Chapter 129 and, if applicable, Chapter 212, Florida Statutes.

4.5. Time of the Essence. Time is of the essence for Contractor's performance of the duties, obligations, and responsibilities required by this Agreement.

ARTICLE 5. COMPENSATION

5.1. Maximum Amounts. For all goods and Services provided under this Agreement, County will pay Contractor up to a maximum amount as follows:

Categories	Not-To-Exceed Amount
Trade Show Planning & Design Services	\$45,000.00
Trade Show Management Services, Booth Maintenance, and Storage Services	\$300,000.00
Exhibit Production, Handling, and Management Services	\$3,250,000.00
Reimbursable Expenses	\$1,850,000.00
TOTAL NOT TO EXCEED	\$5,445,000.00

Payment shall be made only for Services actually performed and completed pursuant to this Agreement as set forth in Exhibit B (Payment Schedule), which amount shall be accepted by Contractor as full compensation for all such Services. Contractor acknowledges that the amounts set forth in this Agreement are the maximum amounts payable and constitute a limitation upon County's obligation to compensate Contractor for goods and Services. These maximum amounts, however, do not constitute a limitation of any sort upon Contractor's obligation to perform all Services.

5.2. Method of Billing and Payment.

5.2.1. Unless otherwise stated in Exhibit B, Contractor must submit invoices no more often than once monthly, but only after the Services invoiced have been completed. Invoices are due within fifteen (15) days after the end of the month covered by the invoice, except that the final invoice must be received no later than sixty (60) days after the expiration or earlier termination of this Agreement. Invoices shall describe the Services performed and, as applicable, the personnel, hours, tasks, or other details as requested by the Contract Administrator. Contractor shall submit a Certification of Payments to Subcontractors and Suppliers (Form 00924, available at <https://www.broward.org/Purchasing/Pages/StandardTerms.aspx>) with each invoice that includes Services performed by a Subcontractor. The certification shall be accompanied by a copy of the notification sent to each unpaid Subcontractor listed on the form, explaining the good cause why payment has not been made to that Subcontractor.

5.2.2. Invoices shall be in the amounts set forth in Exhibit B for the applicable Services, minus any agreed upon retainage as stated in Exhibit B. Retainage amounts shall only be invoiced upon completion of all Services, unless otherwise stated in Exhibit B.

5.2.3. County shall pay Contractor within thirty (30) days after receipt of Contractor's proper invoice in accordance with the "Broward County Prompt Payment Ordinance," Section 1-51.6 of the Code. To be deemed proper, all invoices must: (a) comply with all applicable requirements, whether set forth in this Agreement or the Code; and (b) be submitted on the then-current County form and pursuant to instructions prescribed by the Contract Administrator. Payments shall be sent to Contractor's address in accordance with Article 11, unless otherwise requested by Contractor in writing and approved by the Contract Administrator in writing. Payment may be withheld for failure of Contractor to comply with a term, condition, or requirement of this Agreement.

5.2.4. Contractor must pay Subcontractors and suppliers within fifteen (15) days after receipt of payment from County for such subcontracted work or supplies. If Contractor withholds an amount as retainage from Subcontractors or suppliers, Contractor shall release such retainage and pay same within fifteen (15) days after receipt of payment of retained amounts from County. Failure to pay a Subcontractor or supplier in accordance with this subsection shall be a material breach of this Agreement, unless Contractor

demonstrates to Contract Administrator's satisfaction that such failure to pay results from a bona fide dispute with the Subcontractor or supplier and, further, Contractor promptly pays the applicable amount(s) to the Subcontractor or supplier upon resolution of the dispute. Contractor shall include requirements substantially similar to those set forth in this subsection in its contracts with Subcontractors and suppliers.

5.3. Reimbursable Expenses. Contractor shall not be reimbursed for any expenses it incurs unless expressly provided for in this Agreement. Reimbursement of any travel costs or travel-related expenses permitted under this Agreement shall be limited to those permitted under Section 112.061, Florida Statutes, except to the extent that Exhibit B expressly provides otherwise. County shall not be liable for any expenses that exceed those allowed by Section 112.061 or that were not approved in writing in advance by the Contract Administrator.

5.4. Subcontractors. Contractor shall invoice Subcontractor fees only in the actual amount paid by Contractor, without markup or other adjustment.

5.5. Withholding by County; Overcharges. Notwithstanding any provision of this Agreement to the contrary, County may withhold payment, in whole or in part, (a) in accordance with Applicable Law, or (b) to the extent necessary to protect itself from loss on account of (i) inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the Contract Administrator, or (ii) Contractor's failure to comply with any provision of this Agreement. The amount withheld shall not be subject to payment of interest by County. In the event of an overcharge of any nature by Contractor in excess of five percent (5%) of the total amount billed in the invoice where the overcharge occurred, Contractor must refund the overbilled amount and pay liquidated damages in the amount of fifteen percent (15%) of the overbilled amount within thirty (30) days after demand by County as just compensation for damages incurred by County due to the overbilling, including, but not limited to, County's administrative costs and loss of potential investment returns (including interest).

ARTICLE 6. REPRESENTATIONS AND WARRANTIES

6.1. Representation of Authority. Contractor represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of Contractor, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that Contractor has with any third party or violates Applicable Law. Contractor further represents and warrants that execution of this Agreement is within Contractor's legal powers, and each individual executing this Agreement on behalf of Contractor is duly authorized by all necessary and appropriate action to do so on behalf of Contractor and does so with full legal authority.

6.2. Solicitation Representations. Contractor represents and warrants that all statements and representations made in Contractor's proposal, bid, or other supporting documents submitted to County in connection with the solicitation, negotiation, or award of this Agreement, including during the procurement or evaluation process, were true and correct when made and are true

and correct as of the date Contractor executes this Agreement, unless otherwise expressly disclosed in writing by Contractor.

6.3. Contingency Fee. Contractor represents and warrants that it has not employed or retained any person or entity, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

6.4. Truth-In-Negotiation Representation. Contractor's compensation under this Agreement is based upon its representations to County, and Contractor certifies that the wage rates, factual unit costs, and other information supplied to substantiate Contractor's compensation, including without limitation those made by Contractor during the negotiation of this Agreement, are accurate, complete, and current as of the date Contractor executes this Agreement. Contractor's compensation may be reduced by County, in its sole discretion, to correct any inaccurate, incomplete, or noncurrent information provided to County as the basis for Contractor's compensation in this Agreement.

6.5. Public Entity Crime Act. Contractor represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that statute. Contractor further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Contractor has been placed on the convicted vendor list.

6.6. Discriminatory Vendor and Scrutinized Companies Lists; Countries of Concern. Contractor represents that it has not been placed on the "discriminatory vendor list" as provided in Section 287.134, Florida Statutes, and that it is not a "scrutinized company" pursuant to Sections 215.473 or 215.4725, Florida Statutes. Contractor represents and certifies that it is not, and for the duration of the Term will not be, ineligible to contract with County on any of the grounds stated in Section 287.135, Florida Statutes. Contractor represents that it is, and for the duration of the Term will remain, in compliance with Section 286.101, Florida Statutes.

6.7. Claims Against Contractor. Contractor represents and warrants that there is no action or proceeding, at law or in equity, before any court, mediator, arbitrator, governmental or other board or official, pending or, to the knowledge of Contractor, threatened against or affecting Contractor, the outcome of which may (a) affect the validity or enforceability of this Agreement, (b) materially and adversely affect the authority or ability of Contractor to perform its obligations under this Agreement, or (c) have a material and adverse effect on the consolidated financial condition or results of operations of Contractor or on the ability of Contractor to conduct its business as presently conducted or as proposed or contemplated to be conducted.

6.8. Verification of Employment Eligibility. Contractor represents that Contractor and each Subcontractor have registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Contractor violates this section, County may immediately terminate this Agreement for cause and Contractor shall be liable for all costs incurred by County due to the termination.

6.9. Warranty of Performance. Contractor represents and warrants that it possesses the knowledge, skill, experience, and financial capability required to perform and provide all Services and that each person and entity that will provide Services is duly qualified to perform such Services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render Services. Contractor represents and warrants that the Services shall be performed in a skillful and respectful manner, and that the quality of all Services shall equal or exceed prevailing industry standards for the provision of such Services.

6.10. Prohibited Telecommunications. Contractor represents and certifies that Contractor and all Subcontractors do not use, and for the Term will not provide or use, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 C.F.R. §§ 52.204-24 through 52.204-26.

6.11. Criminal History Screening Practices. If this Agreement is subject to the requirements of Section 26-125(d) of the Code, Contractor represents and certifies that Contractor will comply with Section 26-125(d) of the Code for the duration of the Term.

6.12. Domestic Partnership Requirement. Unless this Agreement is exempt from the provisions of the "Broward County Domestic Partnership Act," Section 16½-157 of the Code ("Act"), Contractor certifies and represents that it shall at all times comply with the provisions of the Act. The contract language referenced in the Act is deemed incorporated in this Agreement as though fully set forth in this section.

6.13. Breach of Representations. Contractor acknowledges that County is materially relying on the representations, warranties, and certifications of Contractor stated in this article, and County shall be entitled to exercise any or all of the following remedies if any such representation, warranty, or certification is untrue: (a) recovery of damages incurred; (b) termination of this Agreement without any further liability to Contractor; (c) set off from any amounts due Contractor the full amount of any damage incurred; and (d) debarment of Contractor.

ARTICLE 7. INDEMNIFICATION

Contractor shall indemnify, hold harmless, and defend County and all of County's current, past, and future officers, agents, and employees (collectively, "Indemnified Party") from and against

any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any breach of this Agreement by Contractor, or any intentional, reckless, or negligent act or omission of Contractor, its officers, employees, or agents, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, Contractor shall, upon written notice from County, defend each Indemnified Party with counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement. If considered necessary by the Contract Administrator and the County Attorney, any sums due Contractor under this Agreement may be retained by County until all Claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County.

ARTICLE 8. INSURANCE

8.1. Throughout the Term, Contractor shall, at its sole expense, maintain the minimum insurance coverages stated in Exhibit C in accordance with the terms and conditions of this article. Contractor shall maintain insurance coverage against claims relating to any act or omission by Contractor, its agents, representatives, employees, or Subcontractors in connection with this Agreement. County reserves the right at any time to review and adjust the limits and types of coverage required under this article.

8.2. Contractor shall ensure that "Broward County" is listed and endorsed as an additional insured as stated in Exhibit C on all policies required under this article.

8.3. On or before the Effective Date or at least fifteen (15) days prior to commencement of Services, as may be requested by County, Contractor shall provide County with a copy of all Certificates of Insurance or other documentation sufficient to demonstrate the insurance coverage required in this article. If and to the extent requested by County, Contractor shall provide complete, certified copies of all required insurance policies and all required endorsements within thirty (30) days after County's request.

8.4. Contractor shall ensure that all insurance coverages required by this article remain in full force and effect without any lapse in coverage throughout the Term and until all performance required of Contractor has been completed, as determined by Contract Administrator. Contractor or its insurer shall provide notice to County of any cancellation or modification of any required policy at least thirty (30) days prior to the effective date of cancellation or modification, and at least ten (10) days prior to the effective date of any cancellation due to nonpayment, and shall concurrently provide County with a copy of its updated Certificates of Insurance evidencing continuation of the required coverage(s).

8.5. All required insurance policies must be placed with insurers or surplus line carriers authorized to conduct business in the State of Florida with an A.M. Best rating of A- or better and a financial size category class VII or greater, unless otherwise approved by County's Risk Management Division in writing.

8.6. If Contractor maintains broader coverage or higher limits than the insurance requirements stated in Exhibit C, County shall be entitled to all such broader coverages and higher limits. All required insurance coverages shall provide primary coverage and not require contribution from any County insurance, self-insurance, or otherwise, which shall be in excess of and shall not contribute to the required insurance provided by Contractor.

8.7. Contractor shall declare in writing any self-insured retentions or deductibles over the limit(s) prescribed in Exhibit C and submit to County for approval at least fifteen (15) days prior to the Effective Date or commencement of Services. Contractor shall be solely responsible for and shall pay any deductible or self-insured retention applicable to any claim against County. County may, at any time, require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Any deductible or self-insured retention may be satisfied by either the named insured or County, if so elected by County, and Contractor shall obtain same in endorsements to the required policies.

8.8. Unless prohibited by the applicable policy, Contractor waives any right to subrogation that any of Contractor's insurers may acquire against County, and shall obtain same in an endorsement of Contractor's insurance policies.

8.9. Contractor shall require that each Subcontractor maintains insurance coverage that adequately covers the Services provided by that Subcontractor on substantially the same insurance terms and conditions required of Contractor under this article. Contractor shall ensure that all such Subcontractors comply with these requirements and that "Broward County" is named as an additional insured under the Subcontractors' applicable insurance policies. Contractor shall not permit any Subcontractor to provide Services unless and until all applicable requirements of this article are satisfied.

8.10. If Contractor or any Subcontractor fails to maintain the insurance required by this Agreement, County may pay any costs of premiums necessary to maintain the required coverage and deduct such costs from any payment otherwise due to Contractor. If requested by County, Contractor shall provide, within one (1) business day, evidence of each Subcontractor's compliance with this article.

8.11. If any of the policies required under this article provide claims-made coverage: (1) any retroactive date must be prior to the Effective Date; (2) the required coverage must be maintained after termination or expiration of the Agreement for at least the duration stated in Exhibit C; and (3) if coverage is canceled or nonrenewed and is not replaced with another claims-made policy form with a retroactive date prior to the Effective Date, Contractor must obtain and

maintain "extended reporting" coverage that applies after termination or expiration of the Agreement for at least the duration stated in Exhibit C.

ARTICLE 9. TERMINATION

9.1. Termination for Cause. This Agreement may be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved Party identifying the breach. This Agreement may be terminated for cause by County for reasons including, but not limited to, any of the following:

9.1.1. Contractor's (a) failure to suitably or continuously perform the Services in a manner calculated to meet or accomplish the objectives in this Agreement or Work Authorization, (b) suspension or debarment by a state or federal governmental entity or by a local governmental entity with a population in excess of one million people, or (c) repeated submission (whether negligent or intentional) for payment of false or incorrect bills or invoices; or

9.1.2. By the County Administrator or the Director of Office of Economic and Small Business Development ("OESBD") for fraud, misrepresentation, or material misstatement by Contractor in the award or performance of this Agreement or that violates any applicable requirement of Section 1-81 of the Code.

Unless otherwise stated in this Agreement, if this Agreement was approved by Board action, termination for cause by County must be by action of the Board or the County Administrator; in any other instance, termination for cause may be by the County Administrator, the County representative expressly authorized under this Agreement, or the County representative (including any successor) who executed the Agreement on behalf of County. If County erroneously, improperly, or unjustifiably terminates this Agreement for cause, such termination shall be deemed a termination for convenience pursuant to Section 9.2 effective thirty (30) days after such notice was provided and Contractor shall be eligible for the compensation provided in Section 9.2 as its sole remedy.

9.2. Termination for Convenience; Other Termination. This Agreement may also be terminated for convenience by the Board with at least thirty (30) days advance written notice to Contractor. Contractor acknowledges that it has received good, valuable, and sufficient consideration for County's right to terminate this Agreement for convenience including in the form of County's obligation to provide advance written notice to Contractor of such termination in accordance with this section. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances if the County Administrator determines that termination is necessary to protect the public health, safety, or welfare. If this Agreement is terminated by County pursuant to this section, Contractor shall be paid for any Services properly performed through the termination date specified in the written notice of termination, subject to any right of County to retain any

sums otherwise due and payable, and County shall have no further obligation to pay Contractor for Services under this Agreement.

9.3. Notice of termination shall be provided in accordance with the "Notices" section of this Agreement except that notice of termination by the County Administrator to protect the public health, safety, or welfare may be oral notice that shall be promptly confirmed in writing.

9.4. In addition to any termination rights stated in this Agreement, County shall be entitled to seek any and all available contractual or other remedies available at law or in equity including recovery of costs incurred by County due to Contractor's failure to comply with any term(s) of this Agreement.

ARTICLE 10. EQUAL EMPLOYMENT OPPORTUNITY AND CBE COMPLIANCE

10.1. Contractor and Subcontractors shall not discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. Contractor shall include the foregoing or similar language in its contracts with all Subcontractors, except that any project assisted by U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.

10.2. By January 1 of each year, Contractor must submit, and cause each Subcontractor to submit, an Ownership Disclosure Form (or such other form or information designated by County), available at <https://www.broward.org/econdev/Pages/forms.aspx>, identifying the ownership of the entity and indicating whether the entity is majority-owned by persons fitting specified classifications.

10.3. Although no CBE goal has been set for this Agreement, County encourages Contractor to give full consideration to the use of CBE firms to perform work under this Agreement.

ARTICLE 11. MISCELLANEOUS

11.1. Contract Administrator Authority. The Contract Administrator is authorized to coordinate and communicate with Contractor to manage and supervise the performance of this Agreement. Contractor acknowledges that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise materially modify the Scope of Services except as expressly set forth in this Agreement or, to the extent applicable, in the Broward County Procurement Code. Unless expressly stated otherwise in this Agreement or otherwise set forth in the Code or the Broward County Administrative Code, the Contract Administrator may exercise ministerial authority in connection with the day-to-day management of this Agreement. The Contract Administrator may also approve in writing minor modifications to the Scope of Services that do not increase the total cost to County or waive any rights of County.

11.2. Rights in Documents and Work. Any and all reports, photographs, surveys, documents, materials, data, or other work created by Contractor in connection with performing Services,

whether finished or unfinished ("Documents and Work"), shall be owned by County, and Contractor hereby transfers to County all right, title, and interest, including any copyright or other intellectual property rights, in or to the Documents and Work. Upon expiration or termination of this Agreement, the Documents and Work shall become the property of County and shall be delivered by Contractor to the Contract Administrator within seven (7) days after expiration or termination. Any compensation due to Contractor may be withheld until all Documents and Work are received as provided in this Agreement. Contractor shall ensure that the requirements of this section are included in all Contractor's agreements with Subcontractor(s).

11.3. Public Records. Notwithstanding any other provision in this Agreement, any action taken by County in compliance with, or in a good faith attempt to comply with, the requirements of Chapter 119, Florida Statutes, shall not constitute a breach of this Agreement. If Contractor is acting on behalf of County as stated in Section 119.0701, Florida Statutes, Contractor shall:

11.3.1. Keep and maintain public records required by County to perform the Services;

11.3.2. Upon request from County, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by Applicable Law;

11.3.3. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by Applicable Law for the duration of this Agreement and after completion or termination of this Agreement if the records are not transferred to County; and

11.3.4. Upon expiration or termination of this Agreement, transfer to County, at no cost, all public records in possession of Contractor or keep and maintain public records required by County to perform the Services. If Contractor transfers the records to County, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt. If Contractor keeps and maintains the public records, Contractor shall meet all requirements of Applicable Law for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

If Contractor receives a request for public records regarding this Agreement or the Services, Contractor must immediately notify the Contract Administrator in writing and provide all requested records to County to enable County to timely respond to the public records request. County will respond to all such public records requests.

Contractor must separately submit and conspicuously label as "RESTRICTED MATERIAL – DO NOT PRODUCE" any material (a) that Contractor contends constitutes or contains its trade secrets under Chapter 688, Florida Statutes, or (b) for which Contractor asserts a right to withhold from public disclosure as confidential or otherwise exempt from production under Florida public

records laws (including Chapter 119, Florida Statutes) (collectively, "Restricted Material"). In addition, Contractor must, simultaneous with the submission of any Restricted Material, provide a sworn declaration or affidavit in a form acceptable to County from a person with personal knowledge attesting that the Restricted Material constitutes trade secrets or is otherwise exempt or confidential under Florida public records laws, including citing the applicable Florida statute and specifying the factual basis for each such claim. Upon request by County, Contractor must promptly identify the specific applicable statutory section that protects any particular document. If a third party submits a request to County for records designated by Contractor as Restricted Material, County shall refrain from disclosing such material unless otherwise ordered by a court of competent jurisdiction, authorized in writing by Contractor, or the claimed exemption is waived. Any failure by Contractor to strictly comply with the requirements of this section shall constitute Contractor's waiver of County's obligation to treat the records as Restricted Material. Contractor must indemnify and defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to nondisclosure of Restricted Material in response to a third-party request.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-767-2413, KARJOSEPH@BROWARD.ORG, 101 N.E. THIRD AVE., SUITE 100, FORT LAUDERDALE, FL 33301.

11.4. Audit Rights and Retention of Records. County shall have the right to audit the books, records, and accounts of Contractor and all Subcontractors that are related to this Agreement. Contractor and all Subcontractors shall keep such books, records, and accounts as may be necessary to record complete and correct entries related to this Agreement and performance under this Agreement. All such books, records, and accounts shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Contractor and all Subcontractors shall make same available in written form at no cost to County. Contractor shall provide County with reasonable access to Contractor's facilities, and County shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Agreement.

Contractor and all Subcontractors shall preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for at least three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. This article shall survive any dispute or litigation between the Parties, and Contractor expressly acknowledges and agrees to be bound by this article throughout the course of any dispute or litigation with County. Any audit or inspection pursuant to this section may be performed by any County representative (including any outside representative engaged by County). Contractor hereby grants County the right to conduct such audit or review at

Contractor's place of business, if deemed appropriate by County, with seventy-two (72) hours' advance notice. Contractor shall make all such records and documents available electronically in common file formats or via remote access if, and to the extent, requested by County.

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment upon such entry. If an audit or inspection reveals overpricing or overcharges to County of any nature by Contractor in excess of five percent (5%) of the total contract billings reviewed by County, Contractor shall make adjustments for the overcharges and pay liquidated damages pursuant to Section 5.5. Any adjustments or payments due as a result of such audit or inspection shall be made within thirty (30) days after presentation of County's findings to Contractor.

Contractor shall ensure that the requirements of this section are included in all agreements with all Subcontractor(s).

11.5. Independent Contractor. Contractor is an independent contractor of County, and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. In providing Services, neither Contractor nor its agents shall act as officers, employees, or agents of County. Contractor shall not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.

11.6. Regulatory Capacity. Notwithstanding the fact that County is a political subdivision with certain regulatory authority, County's performance under this Agreement is as a Party to this Agreement and not in its regulatory capacity. If County exercises its regulatory authority, the exercise of such authority and the enforcement of Applicable Law shall have occurred pursuant to County's regulatory authority as a governmental body separate and apart from this Agreement, and shall not be attributable in any manner to County as a Party to this Agreement.

11.7. Sovereign Immunity. Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by County nor shall anything included herein be construed as consent by County to be sued by third parties in any matter arising out of this Agreement.

11.8. Third-Party Beneficiaries. Neither Contractor nor County intends to primarily or directly benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

11.9. Notices. Unless otherwise stated herein, for notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Addresses may be changed by the applicable Party giving notice of such change in accordance with this section.

FOR COUNTY:

Broward County

Attn: Stacy Ritter, President, Greater Fort Lauderdale Convention and Visitors Bureau
101 NE 3rd Ave., Ste. 100, Fort Lauderdale, Florida 33301

Email address: sritter@broward.org

FOR CONTRACTOR:

Conex Exhibition Services

Attn: Matt Sanchez, Managing Director
12314 Rock Garden Lane, Miami, Florida 33156

Email address: msanchez@conexgroup.com

11.10. Assignment. All Subcontractors must be expressly identified in this Agreement or otherwise approved in advance and in writing by County's Contract Administrator. Except for approved subcontracting, neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by Contractor without the prior written consent of County. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit County to immediately terminate this Agreement, in addition to any other remedies available to County at law or in equity. County reserves the right to condition its approval of any assignment, transfer, encumbrance, or subcontract upon further due diligence and an additional fee paid to County to reasonably compensate it for the performance of any such due diligence.

11.11. Conflicts. Neither Contractor nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment and care related to its performance under this Agreement. During the Term, none of Contractor's officers or employees shall serve as an expert witness against County in any legal or administrative proceeding in which they or Contractor is not a party, unless compelled by legal process. Further, such persons shall not give sworn testimony or issue a report or writing as an expression of such person's expert opinion that is adverse or prejudicial to the interests of County in connection with any such pending or threatened legal or administrative proceeding unless compelled by legal process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support of such representation, in any action or in any administrative or legal proceeding. If Contractor is permitted pursuant to this Agreement to utilize Subcontractors, Contractor shall require such Subcontractors, by written contract, to comply with the provisions of this section to the same extent as Contractor.

11.12. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term. County's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this

Agreement. A waiver of any breach shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

11.13. Compliance with Laws. Contractor and the Services must comply with all Applicable Law, including, without limitation, the Americans with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and the requirements of any applicable grant agreements.

11.14. Severability. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

11.15. Joint Preparation. This Agreement has been jointly prepared by the Parties and shall not be construed more strictly against either Party.

11.16. Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all subsections thereof, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" means calendar days, unless otherwise expressly stated. Any reference to approval by County shall require approval in writing, unless otherwise expressly stated.

11.17. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision within an article or section of this Agreement, the article or section shall prevail and be given effect.

11.18. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

11.19. Amendments. Unless expressly authorized herein, no modification, amendment, or alteration of any portion of this Agreement is effective unless contained in a written document

executed with the same or similar formality as this Agreement and by duly authorized representatives of County and Contractor.

11.20. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Agreement are contained herein.

11.21. HIPAA Compliance. County has access to protected health information ("PHI") that is subject to the requirements of 45 C.F.R. Parts 160, 162, and 164 and related regulations. If Contractor is considered by County to be a covered entity or business associate or is required to comply with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") or the Health Information Technology for Economic and Clinical Health Act ("HITECH"), Contractor shall fully protect individually identifiable health information as required by HIPAA or HITECH and, if requested by County, shall execute a Business Associate Agreement in the form set forth at www.broward.org/Purchasing/Pages/StandardTerms.aspx. The County Administrator is authorized to execute a Business Associate Agreement on behalf of County. Where required, Contractor shall handle and secure such PHI in compliance with HIPAA, HITECH, and related regulations and, if required by HIPAA, HITECH, or other Applicable Law, include in its "Notice of Privacy Practices" notice of Contractor's and County's uses of client's PHI. The requirement to comply with this provision, HIPAA, and HITECH shall survive the expiration or earlier termination of this Agreement. Contractor shall ensure that the requirements of this section are included in all agreements with Subcontractors.

11.22. Payable Interest.

11.22.1. Payment of Interest. Unless prohibited by Applicable Law, County shall not be liable for interest to Contractor for any reason, whether as prejudgment interest or for any other purpose, and Contractor waives, rejects, disclaims, and surrenders any and all entitlement to interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement.

11.22.2. Rate of Interest. If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under Applicable Law, one quarter of one percent (0.25%) simple interest (uncompounded).

11.23. Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached Exhibits are incorporated into and made a part of this Agreement.

11.24. Multiple Originals and Counterparts. This Agreement may be executed in multiple originals or in counterparts, whether signed physically or electronically; each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same agreement.

11.25. Use of County Name or Logo. Contractor shall not use County's name or logo in marketing or publicity materials without prior written consent from the Contract Administrator.

11.26. Drug-Free Workplace. If required under Section 21.23(f), Broward County Administrative Code, or Section 287.087, Florida Statutes, Contractor certifies that it has and will maintain a drug-free workplace program throughout the Term.

11.27. Polystyrene Food Service Articles. Contractor shall not sell or provide for use on County property expanded polystyrene products or food service articles (e.g., Styrofoam), unencapsulated expanded polystyrene products, or single-use plastic straws or stirrers, as set forth in more detail in Section 27.173, Broward County Administrative Code.

11.28. Anti-Human Trafficking. By execution of this Agreement by the undersigned authorized representative of Contractor, Contractor hereby attests under penalty of perjury that Contractor does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes; under penalties of perjury, the undersigned authorized representative of Contractor declares that they have read the foregoing statement and that the facts stated in it are true.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: Broward County, through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of _____, 20__; and Contractor, signing by and through its duly authorized representative.

COUNTY

ATTEST:


Broward County, by and through
its Board of County Commissioners

By: _____
Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By: _____
Mayor
____ day of _____, 20__

Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

Karina
By: Rodrigues Digitally signed by Karina Rodrigues
Date: 2025.05.01 08:15:57 -04'00'
Karina D. Rodrigues (Date)
Assistant County Attorney


By:  Digitally signed by Rene D. Harrod
Date: 2025.05.01 08:31:44 -04'00'
Rene D. Harrod (Date)
Chief Deputy County Attorney

KDR
Conex Agreement for Trade Show Booths and Related Services
04/21/2025
#1157539v14

**AGREEMENT BETWEEN BROWARD COUNTY AND CONEX EXHIBITION SERVICES, LLC FOR
TRADE SHOW BOOTHS AND RELATED SERVICES (RLI #GEN2128008R1)**

CONTRACTOR

CONEX EXHIBITION SERVICES, LLC

By: _____
Authorized Signer

MATIAS SANCHEZ
Print Name and Title

30 day of April, 2025

Exhibit A

Scope of Services

Contractor shall provide the following Services:

1. Services Summary

County requires the services of Contractor to provide trade show booths and related exhibition services for approximately twenty-four (24) trade shows each year, which includes domestic and international locations attended by Visit Lauderdale. Contractor will create and deploy highly attractive, technologically advanced, experiential trade show booths (each an "Exhibit" and collectively referred to as the "Exhibits"). County will not own the Exhibits; it will instead rent them from Contractor. Contractor will provide all services necessary to ensure that each approved Exhibit is properly setup at shows identified by the Contract Administrator. These services include, but are not limited to: having a stock of, or access to a stock of, Exhibits and components in storage; annually designing a scalable booth to be used for trade shows that year; producing the booth and related components and materials; shipping, handling setup/installation, dismantling, and maintenance; coordinating logistics; and procuring services at trade show locations (e.g., carpeting, electricity, internet access, furniture, etc.). Contractor will provide all other exhibition services necessary to successfully deploy each Exhibit.

2. Services Description

2.1. Trade Show Planning and Design Services

Contractor will provide the following trade show planning and design services for a flat annual fee as set forth in Exhibit B. The annual fee for these services will be paid following the receipt of an approved Trade Show Plan, as detailed below in Section 2.1.1, and the approved design, as detailed in Section 2.1.2.

2.1.1. Trade Show Plan

Contractor will work with County to review Exhibit designs, related components and materials, and exhibition services needed for each planned trade show, and prepare a trade show deployment plan for the applicable Fiscal Year for County's review and approval within thirty (30) days after the start of the County's Fiscal Year ("Trade Show Plan"). The Trade Show Plan shall include the following:

2.1.1.1. A list of confirmed trade shows and events Visit Lauderdale will be attending during the applicable Fiscal Year. A preliminary list of planned trade shows will be provided by County within five (5) days after execution of the Agreement, and annually a minimum of thirty (30) days prior to the start of the Fiscal Year. The list will include the estimated size of each booth space and list of materials needed. Details related to specific trade shows are subject to

change, at the Contract Administrator's discretion, throughout the year.

2.1.1.2. A timeline, per trade show, for planning, designing, production, shipping, set-up/installation, dismantling, and returning booths to Contractor's warehouse/storage.

2.1.1.3. An estimated budget with cost breakdown for each trade show including all costs for Services and reimbursable expenses.

2.1.2. Exhibit Design (including graphic and/or video design)

2.1.2.1. Annually, Contractor shall design and implement (including digital or static graphic and video design) new and/or modified Exhibits. While the Exhibits will be similar in size and scope each year, the change may include new components, graphic design (digital and static), and other elements, as determined by Contract Administrator, to generate new excitement at trade shows.

2.1.2.2. Contractor shall discuss design specifications with County, to include, but not be limited to, brand colors, theme, required size or structure, material, number of available partner participation spaces, storage, etc.

2.1.2.3. Exhibit designs will need to accommodate different size footprints (for example, some shows allow 20'x20' booths and others 40'x40' booths). Contractor will need to determine the best way to accomplish this while maintaining a similar high-impact appearance at every show.

2.1.2.4. Contractor shall present at least two Exhibit design options annually to County, within thirty (30) days after the start of the Fiscal Year, based on specifications provided by County, with up to two available revisions as requested by the Contract Administrator within five (5) business days after receipt of the two (2) options.

2.1.2.5. Approval of Exhibit design will take place via written Notice to Proceed issued by the Contract Administrator.

2.2. Trade Show Management Services, Booth Maintenance, and Storage Services

Contractor will provide the following services including coordinating the trade shows, booth maintenance, and booth storage for a flat monthly fee as set forth in Exhibit B. The monthly fee payment for these services will be paid following the receipt of the approved monthly report, as detailed in Section 4.2.

2.2.1. Trade Show Management Services

County and Contractor will conduct meetings at mutually agreed upon times to review Contractor's Trade Show Plan and update it as needed to reflect Visit Lauderdale's trade show schedule. The Parties recognize and agree that the Trade Show Plan will evolve and be updated and maintained by Contractor throughout the Fiscal Year. All changes to the Trade Show Plan must be approved in writing by Contract Administrator prior to Contractor's implementation of the revised Trade Show Plan.

2.2.2. Booth Maintenance and Storage Services

2.2.2.1. Contractor will maintain the Exhibits in between trade shows and will repair and replace components as necessary and as part of the monthly fee with no additional payment or reimbursement from County. When in use, Contractor must always maintain Exhibits' components in a like-new appearance.

2.2.2.2. Booth Storage and Workshop: Contractor will provide the services detailed in this Scope of Services regarding storage, workshop, and shipping facilities for Exhibits from at least two facilities: one on the east side of the United States; and one on the west side of the United States.

2.3. Exhibit Production, Handling, and Management Services:

In accordance with the approved Trade Show Plan, Contractor will coordinate all trade show management services necessary to fulfill the Trade Show Plan and take steps to mitigate costs to County. The fee for exhibit production, handling, and management services will be paid with an invoice following a successful deployment at an event and with supporting documentation detailing location of event, size of booth and equipment used, and itemized receipts for all eligible reimbursable expenses. The fee for Exhibit production, handling, and management services will be calculated based upon the size of each Exhibit, as shown on Exhibit B.

2.3.1. Contractor will, in cooperation with County, plan and execute the Exhibits as follows and will work according to the timeline established in the Trade Show Plan.

2.3.2. Booth Production:

2.3.2.1. Contractor shall complete the procurement (if required) and production of Exhibits and associated components according to approved designs established in the Trade Show Plan. This includes the components of the Exhibits, any equipment necessary for the Exhibits to function, and any software/digital implementation necessary for digital/static components of the Exhibits to display

the graphics designed as part of the trade show planning and design services stated above in Section 2.1.

2.3.3. Handling:

2.3.3.1. Contractor shall provide booth material preparation, coordination of shipping and receiving logistics, and ongoing Exhibits maintenance through a dedicated, Contractor-assigned manager. These services shall include, but are not limited to, the following:

2.3.3.1.1. Selecting the necessary booth and related elements for each trade show.

2.3.3.1.2. Inspecting the physical condition and cleanliness of the Exhibits and all associated components and materials.

2.3.3.1.3. Preparing packaging for transportation to/from trade shows.

2.3.3.1.4. Coordinating freight and transportation logistics for booth and other exhibition materials in accordance with the Trade Show Plan, including loading and unloading at all transfer points within trade show management's approved time slots.

Freight expenses are permitted reimbursable expenses (e.g., the invoice from UPS or a trucking company). All reimbursable expenses must be approved by Contract Administrator in advance and will be paid by Contractor to the applicable entity directly and invoiced at actual cost with no mark-up to County.

2.3.3.1.5. Receiving, inspecting, repacking, and storing Exhibit materials at Contractor's warehouse after each trade show.

2.3.4. Show Management

In accordance with the approved Trade Show Plan, Contractor shall coordinate all trade show management services necessary to execute the Trade Show Plan and take steps to mitigate costs to County. Unless expressly stated below as eligible as a reimbursable expense, all show management services are included at no additional cost to County.

2.3.4.1. Contractor shall provide all labor needed to install and dismantle the Exhibit at each trade show, including complying with all applicable trade show/venue requirements.

2.3.4.1.1. Contractor shall arrange travel and accommodation logistics for Contractor's personnel at no additional cost to County. Any travel and accommodation costs for Contractor personnel pursuant to this section (including, but not limited to, air or ground transportation, costs to and from each trade show's location; local transportation; lodging/hotel costs; and food) will be paid directly by Contractor and will not be a reimbursable expense under this Agreement.

2.3.4.1.2. Contractor shall request and properly contract for all necessary trade show services (including, but not limited to, electrical, internet, on-site material handling, rigging, cleaning, carpeting, furniture, floral arrangements, catering, hostesses, custom booth functions, audio-visual equipment and other labor, inspections, or services provided by vendors or unions or as required by venues, etc.). These expenses are permitted reimbursable expenses. All reimbursable expenses must be approved by the Contract Administrator in advance and will be paid by Contractor to the applicable entity directly and invoiced at actual cost with no mark-up to County.

2.3.4.2. On-site Trade Show Coordination and Supervision

2.3.4.2.1. In accordance with the approved Trade Show Plan, and if and to the extent requested in writing by Contract Administrator, Contractor will assign one dedicated, on-site personnel during trade show dates and hours to coordinate and supervise the on-site trade show services. Contractor's responsibilities shall include:

- On-site coordination and supervision of Exhibit and exhibition material at trade show venue.
- Coordination and supervision of the installation and dismantling of the Exhibit.
- Cleaning and vacuuming the Exhibit area as necessary or required.
- Maintaining, repairing, correcting malfunctions, and addressing any unforeseen occurrences beyond the normal installation of the Exhibit.
- On-site repackaging of all Exhibit and exhibition materials at trade show venue and completion of necessary outbound forms submissions.

The Contract Administrator will provide a minimum of thirty (30) days' advance written notice for any trade show requiring on-site coordination. Contractor shall make reasonable efforts to accommodate last-minute requests and warrants that it can prioritize County's needs with no less than two (2) weeks' notice.

2.4. Reimbursable Expenses

2.4.1. All reimbursable expenses must be approved by the Contract Administrator in writing in advance. Contractor shall pay these expenses to the applicable third-party entity directly and shall invoice County at actual cost, with no mark-up.

2.4.2. Shipping and Freight Reimbursable Expenses

2.4.2.1. Reimbursable shipping and freight expenses are limited to costs incurred through a common carrier (e.g., the invoice from UPS or a trucking company to move the booth to and from the Contractor's warehouse to a trade show, or from one trade show directly to another trade show).

2.4.3. Trade Show Services Reimbursable Expenses

2.4.3.1. Reimbursable expenses include, but not are not limited to, on-site trade show services such as: electrical, internet, on-site material handling, rigging, cleaning, carpeting, furniture, floral arrangements, catering, hostesses, custom booth functions, audio-visual equipment and other labor, inspections, or services provided by third-party vendors or unions and/or as required by venues, etc.

2.4.3.2. Selecting Reimbursable Expense provider (third-party vendor):

2.4.3.2.1. If a trade show or venue requires the use of a specific vendor, Contractor shall use the designated provider.

2.4.3.2.2. If there is no specific provider required by the show or venue, Contractor must obtain at least two (2) quotes for the service and gain approval from the Contract Administrator prior to committing to a specific provider.

3. Managerial Approach

Contractor will ensure that the persons responsible for Contractor's performance of the Services and, to the extent applicable, identified below (collectively "Key Personnel") are appropriately trained and experienced and have adequate time and resources to perform the Services in

accordance with the terms of this Agreement. In order to make a change to the composition of the Key Personnel, Contractor must provide County with thirty (30) days' advance written notice (or as much advance notice as is possible if thirty (30) days' notice is not possible) regarding such proposed changes and the management plan associated with such proposed changes. County shall have the right, in its sole discretion, to approve or reject any proposed changes to Key Personnel. County shall not be responsible for any additional costs associated with a change in Key Personnel.

The Key Personnel shall be as follows:

Main contact:

Matias Sanchez, Managing Partner

Secondary contacts:

Lucas Delfino, Managing Partner

Martin Rolon, Senior Project Manager

Design process:

Rocio Puente, Designer

Vanina Russo, Designer

On-site assistance:

Luis Gonzalez, Assistant

4. Communication & Reports

- 4.1 Meetings/Communication. At no additional cost to County, the Parties shall conduct monthly meetings (or more frequently, as requested by County) between Contractor and Contract Administrator to review and update the Trade Show Plan, including all applicable show deadlines, requirements, and estimated costs.
- 4.2 Required Reporting. At no additional cost to County, Contractor shall provide a monthly report subject to the approval of the Contract Administrator that includes, at a minimum, the following:
 - 4.2.1 A comparison of actual costs incurred during the prior month compared to the estimated cost breakdown outlined in the approved Trade Show Plan.
 - 4.2.2 A summary of all Services provided during the preceding month, including any third-party services utilized. The report shall include all invoices and receipts for reimbursable expenses. Documentation of reimbursable expenses must include copies of vendor invoices and proof of payment.

4.2.3 An inventory report that includes a visual catalog of all County-owned property stored by Contractor, along with the current status of each item (e.g., currently in inventory or currently checked out).

4.2.4 Summary of any meetings held, as detailed in 2.2.1. and 4.1.

**Exhibit B
Payment Schedule**

The rates specified below shall remain in effect during the Initial Term of the Agreement. For any Extension Term or Additional Extension, Contractor may request an annual rate increase, at least thirty (30) days in advance of the applicable annual period, based on changes to the Consumer Price Index for All Urban Consumers (CPI-U), Miami-Fort Lauderdale-West Palm Beach, FL, as published by the U.S. Bureau of Labor Statistics. Any increase for the upcoming annual period must be mutually agreed upon in writing in advance by the Contract Administrator and Contractor, and shall not exceed a three percent (3%) increase compared to the previously applicable rates.

Any Services required under this Agreement for which no specific fee or cost is expressly stated in this Payment Schedule shall be deemed to be included, at no extra cost, within the costs and fees expressly provided for in this Exhibit B.

Services	Rate	NOT-TO-EXCEED AMOUNT
Trade Show Planning and Design Services	\$9,000 annual fee	\$45,000.00
Trade Show Management Services, Booth Maintenance, and Storage Services	\$5,000 monthly fee	\$300,000.00
Exhibit Production, Handling, and Management Services (invoiced after completion of the applicable Trade Show)		\$3,250,000.00
Exhibit Size	Fee per Exhibit	
10'x10'	\$11,026.00	
10'x20'	\$21,246.00	
20'x20'	\$38,185.00	
10'x30'	\$31,965.00	
20'x30'	\$54,624.00	
30'x30'	\$76,282.00	
10'x40'	\$40,185.00	
20'x40'	\$70,063.00	
30'x40'	\$95,941.00	
40'x40'	\$117,319.00	

Services	Rate	NOT-TO-EXCEED AMOUNT
Reimbursable Expenses (including, but not limited to, trade show labor for setup/dismantling, freight and shipping fees, rigging, custom booth functions, audio-visual equipment, floral, catering, hostesses, internet, and electrical services, at actual cost without markup)	Subject to prior written approval by Contract Administrator	\$1,850,000.00

Services shall only be invoiced upon satisfactory completion of the applicable Services as evidenced by written approval by the Contract Administrator.

For reimbursement of any travel costs or travel-related expenses permitted under this Agreement, Contractor shall comply with Section 112.061, Florida Statutes. County shall not be liable for any expenses that exceed those allowed by Section 112.061 or that were not approved in writing in advance by Contract Administrator.

Exhibit C Minimum Insurance Requirements

Project: Trade Show Booths and Related Services
Agency: Greater Fort Lauderdale Convention and Visitors Bureau

TYPE OF INSURANCE	ADDITIONAL INSURANCE	SUBROGATION WARRANTY	MINIMUM LIABILITY LIMITS		
				Each Occurrence	Aggregate
GENERAL LIABILITY - Broad form <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Premises Operations <input type="checkbox"/> XCU Explosion/Collapse/Underground <input checked="" type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury <input type="checkbox"/> Bailee Coverage Per Occurrence or Claims-Made: <input checked="" type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made General Aggregate Limit Applies per: <input type="checkbox"/> Project <input type="checkbox"/> Policy <input type="checkbox"/> Loc. <input type="checkbox"/> Other _____	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Bodily Injury Property Damage Combined Bodily Injury and Property Damage Personal Injury Products & Completed Operations	\$1,000,000	\$2,000,000
AUTO LIABILITY <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Any Auto, If applicable <i>Note: May be waived if no driving will be done in performance of services/project.</i>			Bodily Injury (each person) Bodily Injury (each accident) Property Damage Combined Bodily Injury and Property Damage	\$1,000,000	
<input type="checkbox"/> EXCESS LIABILITY / UMBRELLA Per Occurrence or Claims-Made: <input type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made <i>Note: May be used to supplement minimum liability coverage requirements.</i>					
<input checked="" type="checkbox"/> WORKER'S COMPENSATION <i>Required if the vendor comes on-site to provide services.</i>	N/A	<input checked="" type="checkbox"/>	Each Accident	STATUTORY LIMITS	
<input checked="" type="checkbox"/> EMPLOYER'S LIABILITY			Each Accident	\$500,000	
<input type="checkbox"/> MOTOR CARRIER AND CARGO LIABILITY			Each Accident		
<input type="checkbox"/> Installation floater is required if Builder's Risk or Property are not carried. <i>Note: Coverage must be All Risk, Completed Value.</i>			*Maximum Deductible (Wind and/or Flood): *Maximum Deductible:		Completed Value
Description of Operations: Broward County is additional insured for liability. Insured's insurance shall provide primary coverage and shall not require contribution from the County, self-insurance or otherwise. Waiver of subrogation applies in favor of Broward County. For Claims-Made policies insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work.					
CERTIFICATE HOLDER: Broward County 115 South Andrews Avenue Fort Lauderdale, Florida 33301			Digitally signed by COLLEEN A. POUNALL Date: 2024.08.27 16:14:27 -04'00' Risk Management Division		

Exhibit D
Work Authorization

Agreement: [Title, Date, Contract Number]

Work Authorization No. _____

This Work Authorization is between Broward County and Contractor pursuant to the Agreement. Contractor affirms that the representations and warranties in the Agreement are true and correct as of the date this Work Authorization is executed by Contractor. In the event of any inconsistency between this Work Authorization and the Agreement, the provisions of the Agreement shall govern and control.

The time period for this Work Authorization will be from the date of County's Notice to Proceed until ____ (____) days after the Notice to Proceed, unless otherwise extended or terminated by the Contract Administrator.

Services to be provided:

[COMPOSE SIMPLE SUMMARY]

See Exhibit A for additional detail.

The applicable not-to-exceed amount stated in the Agreement for the work at issue is \$[_____].

The total fee for goods and services under this Work Authorization is \$[_____] ("Total Fee").

The Total Fee shall be invoiced by Contractor upon written acceptance by County of all goods and services required to be provided under this Work Authorization.

(Signatures appear on the following page.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Work Authorization, effective as of the date the last party signs this Work Authorization.

County

Project Manager

Date

Contract Administrator

Date

Approved as to form by the Office of the
Broward County Attorney:

Karina D. Rodrigues

Date

Assistant County Attorney

Board or Designee

Date

Contractor

ATTEST/WITNESSES

Signature

Date

Signature of Witness 1

Date

Print/Type Name

Print/Type Name of Witness 1

Title

Signature of Witness 2

Date

Print/Type Name of Witness 2