



THE SCHOOL DISTRICT OF  
PALM BEACH COUNTY, FLORIDA

THOMAS HOGARTH, P.E.  
DIRECTOR

STEVEN G. BONINO  
CHIEF OF SUPPORT OPERATIONS

BUILDING CODE SERVICES  
3661 INTERSTATE PARK ROAD NORTH, #200  
RIVIERA BEACH, FLORIDA 33404-5906



(561) 383-2093 / FAX: (561) 882-1978

## BUILDING PLAN CONFIDENTIALITY AGREEMENT

The undersigned as an authorized representative and on behalf of the organization named here \_\_\_\_\_ is requesting permission for a representative to review certain building plans in order to prepare a plan/specifications or bid for goods/services to the School Board of Palm Beach County.

Pursuant to Florida Statutes §119.071(3) (a) 1 and 2, and §119.071(3) (b) (copy attached). Acknowledge that these plans are exempt from a public disclosure. In reliance upon the warranties and representations herein of the undersigned, the School Board has agreed to provide me or a member of my organization with limited access and necessary copies of the plans for the purpose of preparing a bid and/or providing services to the School Board if the contract already awarded.

For the purposes of this Agreement, the term “*Confidential Information*” means any building plans, blueprints schematic drawings, security system plans and diagrams, including draft, preliminary and final formats, which depict the internal layout and structural elements of a building owned, leased or operated by the School Board of Palm Beach County, the School District of Palm Beach County and any and all facilities of either of them (hereinafter, collectively, School Board).

I acknowledge that, on behalf of the above named organization, am responsible for protecting the confidential status of the *Confidential Information*. Moreover, undertake and accept the obligation to protect the secrecy of all *Confidential Information* received from the School Board or from any other party with the same degree of care as the School Board uses, but in no event with less than a reasonable degree of care. I will not copy or cause to be copied the *Confidential Information* and shall not disclose the *Confidential Information* to any person or entity, or use it for any other purpose than set forth herein. The confidential obligations of this Agreement will survive any expiration or termination of this Agreement. Upon termination of this Agreement, the use of *Confidential Information* shall cease and the *Confidential Information* in any form in my possession or under my control will be retained only as necessary to meet the requirements for my professional license. Upon expiration of the applicable record retention period, I will destroy all copies of the *Confidential Information* in my possession or under my control, including but not limited to *Confidential Information* on my computer, disks and other digital storage devices. Upon request, I will certify in writing its compliance with this Section.

In the event that I am requested or required (by oral questions, interrogatories, requests for information or documents, subpoena, Civil Investigative Demand or similar process) to disclose any of the *Confidential Information*, I agree I will provide the School Board with prompt notice in writing of such request(s) sufficiently before responding so that it may seek an appropriate protective order or other appropriate remedy

and/or waive my compliance with the provisions of this Agreement. In the event, that such a protective order or other remedy is not obtained, or that the School Board grants a waiver hereunder, I may furnish that portion (and only that portion) of the *Confidential Information* which, in the written opinion of my counsel, I am legally compelled to disclose and will exercise my best efforts to obtain reliable assurance that confidential treatment will be accorded any *Confidential Information* so furnished.

I hereby agree to indemnify and hold harmless the School Board from any damage, loss, cost or liability (including legal fees and the cost of enforcing this indemnity) arising out of or resulting from any unauthorized use or disclosure by me of the *Confidential Information*. I also acknowledge that money damages would be both incalculable and an insufficient remedy for any breach of this Agreement by me, and that any such breach would cause the School Board irreparable harm. Accordingly, I also agree that in the event of any breach or threatened breach of this Agreement, the School Board, in addition to any other remedies at law or in equity it may have, shall be entitled, without the requirement of posting a bond or other security, to equitable relief, including injunctive relief and specific performance.

I understand and agree that no failure or delay by the School Board in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise therefore or the exercise of any right, power, or privilege hereunder.

The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement, which shall remain in full force and effect.

This Agreement shall be governed by and construed in accordance with laws of the State of Florida, without giving effect to the conflict of law's provisions thereof. The Organization irrevocably and unconditionally:

1. Agree that any suit, action, or legal proceeding arising out of or relating to this Agreement may be brought in a court or appropriate jurisdiction in Palm Beach County, Florida;
2. Consents to the jurisdiction of each such court in any suit, action or proceeding; and
3. Waives any objection, which it may have to venue of any suit, action, or proceeding in any of such courts.

I acknowledge that all provisions of this Agreement apply equally to both the Organization named above and me as an individual.

\_\_\_\_\_  
Organization's Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

## FLORIDA STATUTES §119.071(3)(a)(1) and (2) and §119.071(3)(b)

### (3) SECURITY

(a)1. As used in this paragraph, the term “security system plan” includes all:

- a. Records, information, photographs, audio and visual presentations, schematic diagrams, surveys, recommendations, or consultations or portions thereof relating directly to the physical security of the facility or revealing security systems;
- b. Threat assessments conducted by any agency or any private entity;
- c. Threat response plans;
- d. Emergency evacuation plans;
- e. Sheltering arrangements; or
- f. Manuals for security personnel, emergency equipment, or security training.

2. A security system plan or portion thereof for:

- a. Any property owned by or leased to the state or any of its political subdivisions; or
- b. Any privately owned or leased property held by an agency is confidential and exempt from s.119.07(1) and s.24(a), Art. I of the State Constitution. This exemption is remedial in nature, and it is the intent of the Legislature that this exemption apply to security system plans held by an agency before, on, or after the effective date of this paragraph.

3. Information made confidential and exempt by this paragraph may be disclosed by the custodian of public records to:

- a. The property owner or leaseholder; or
- b. Another state or federal agency to prevent, detect, guard against, respond to, investigate, or manage the consequences of any attempted or actual act of terrorism, or to prosecute those persons who are responsible for such attempts or acts.

(b) Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by an agency are exempt from s.119.07(1) and s.24(a), Art. I of the State Constitution. This exemption applies to building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by an agency before, on, or after the effective date of this act. Information made exempt by this paragraph may be disclosed to another governmental entity if disclosure is necessary for the receiving entity to perform its duties and responsibilities; to a licensed architect, engineer, or contractor who is performing work on or related to the building, arena, stadium, water treatment facility, or other structure owned or operated by an agency; or upon a showing of good cause before a court of competent jurisdiction. The entities or persons receiving such information shall maintain the exempt status of the information. This paragraph is subject to the Open Government Sunset Review Act in accordance with s.119.15 and shall stand repealed on October 2, 2007, unless reviewed and reenacted by the Legislature.