

## CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

THIS Confidentiality and Non-Disclosure Agreement ("Agreement") is made and entered into this 3<sup>rd</sup> day of December, 2024, by and between DOROTHY JACKS, as Property Appraiser for Palm Beach County, Florida, ("Property Appraiser"), and Loxahatchee Groves Water Control District – Nuisance Abatement, ("Taxing District"). The DOROTHY JACKS is the Disclosing Party and Loxahatchee Groves Water Control District – Nuisance Abatement the Receiving Party.

WHEREAS, Property Appraiser and Loxahatchee Groves Water Control District – Nuisance Abatement agree to share certain information which is confidential under Florida law, proprietary or otherwise not generally available to the public with respect to each party's information technology systems, databases, and other matters;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows;

1. **Confidential Information.** As used herein, the term "Confidential Information" being exchanged refers to the following records:

**Mailing list of the Loxahatchee Groves Water Control District – Nuisance Abatement  
Non-Ad Valorem boundary.**

2. **Nondisclosure of Confidential Information.** The Confidential Information will be kept strictly confidential by Receiving Party. The Confidential Information may be disclosed to Receiving Party's officers, employees, representatives, consultants, subcontractors and agents (collectively, "Representatives"), but only if such Representatives need to know the Confidential Information in connection with the Exchange. It is understood that (i) such Representatives will be informed by the Receiving Party of the confidential nature of the Confidential Information, and (ii) in any event, Receiving Party will be responsible for any breach of this Agreement by any of its Representatives. Receiving Party shall not disclose the Confidential Information to any person other than as permitted hereby, and shall safeguard the Confidential Information from unauthorized disclosure.

Both Parties agree that all Confidential Information shall be kept strictly confidential in strict accordance with the terms of this agreement. Both Parties agree to not to directly or indirectly reveal, report, publish, disclose use (other than for its permitted purposes contemplated herein) or transfer the Confidential Information to any person or entity, except as may be previously authorized in writing by both Parties.

3. **Notice Preceding Compelled Disclosure.** If Receiving Party or its Representatives are requested or required (by oral question, interrogatories, requests for information or documents, subpoena, civil investigative demand, or similar process) to disclose any Confidential Information, Receiving Party shall promptly notify Disclosing Party of such request or requirement so that Disclosing Party may seek an appropriate protective order or waive compliance with this Agreement. If, in the absence of a protective order or the receipt of a waiver hereunder, Receiving Party or its Representatives are compelled to disclose the Confidential Information or else stand liable for contempt or suffer other censure or penalty, Receiving Party and its Representatives may disclose only such of the Confidential Information to the party compelling disclosure as is required by law and, in connection with such compelled disclosure, Receiving Party and its Representatives shall use their reasonable efforts to obtain from the party to whom disclosure is made written assurance that confidential treatment will be accorded to such portion of the Confidential Information as is disclosed.

4. **Return of Information.** The Confidential Information will remain the property of Disclosing Party. The written Confidential Information, or any copies thereof, will be returned to Disclosing Party immediately upon its request, and no copies will be retained by Receiving Party or its Representatives, unless the parties agree otherwise. Any Confidential Information that may be found in drafts, notes, compilations, studies, synopses, or summaries thereof, or other documents furnished to Receiving Party or its Representatives, shall be held by Receiving Party and kept subject to the terms of this Agreement.

5. **Remedies.** Receiving Party acknowledges and agrees that money damages would not be a sufficient remedy for any breach of this Agreement by Receiving Party or its Representatives and Disclosing Party will be entitled to specific performance and injunctive relief as remedies for any such breach. Such remedies will not be deemed to be the exclusive remedies for a breach of this Agreement by Receiving Party or any of its Representatives but will be in addition to all other remedies available at law or in equity to Disclosing Party.

6. **Duration.** This Agreement may be terminated at any time by written notice from either party to the other. Notwithstanding the expiration or termination of this Agreement, the obligations imposed on the Receiving Party shall continue with respect to each piece of Confidential Information until such Confidential Information shall cease to be secret and confidential or shall be in the public domain (other than as a result of a breach by the Receiving Party of the obligations of this Agreement).

7. **Amendment; Ambiguity; Interpretation; and Venue.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior verbal or written agreements between the parties with respect thereto. This Agreement may only be amended by written document, properly authorized, executed and delivered by both parties hereto. This Agreement shall be interpreted as a whole unit and section headings are for convenience only. All interpretations shall be governed by the laws of the State of Florida. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall be in the Fifteenth Judicial Circuit in and for Palm Beach County Florida.

THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA APPLICABLE TO AGREEMENTS MADE AND TO BE PERFORMED WITHIN SUCH STATE WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES, PERSONAL JURISDICTION OR INCONVENIENT FORUM ARGUMENTS.

8. **Miscellaneous.** This Agreement inures to the benefit of the parties hereto and their successors and assigns and is binding on each other and each other's successors and assigns. This Agreement constitutes the entire agreement between DOROTHY JACKS as Property Appraiser of Palm Beach County, and **Loxahatchee Groves Water Control District – Nuisance Abatement** with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement upon the terms and conditions on the day and year first written above.

\_\_\_\_\_  
DOROTHY JACKS, as Property Appraiser

\_\_\_\_\_  
Date

\_\_\_\_\_  
OTHER PARTY, as  
**Loxahatchee Groves Water Control District**

\_\_\_\_\_  
Date

\*(TO BE ADDED WHERE THE PROPERTY APPRAISER IS THE DISCLOSING PARTY.)

\***Indemnification.** **Loxahatchee Groves Water Control District – Nuisance Abatement** shall fully indemnify, hold harmless and defend the Property Appraiser and its employees from any litigation and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs and expenses (including but not limited to reasonable attorney's fees and costs), involving a third-party claim, which arises out of or relates to any breach of any covenant or other obligation or duty of **Town of Loxahatchee Groves – Nuisance Abatement** under this Agreement.