

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: May 14, 2024

Consent
 Ordinance

Regular
 Public Hearing

Department: Parks and Recreation

Submitted By: Parks and Recreation Department

Submitted For: Parks and Recreation Department

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to receive and file: an executed agreement with Team Services Florida, LLC, to provide sports officiating services for Department operated youth basketball and youth volleyball programming at West Boynton Recreation Center in an amount not to exceed \$8,568, for a period of January 30, 2024, through September 30, 2024.

Summary: The Parks and Recreation Department operates sports programs and amenities including youth basketball and volleyball at the West Boynton Recreation Center. These programs require qualified sports officials to referee every game, in order to ensure safe and fair play. Procurement of sports official services are exempt from the Palm Beach County Purchasing Code Section 2-51(f); however, where possible exempt procurements shall be competitively bid by the Department. A Request for Submittals (RFS) was issued in October 2023, seeking submittals for sports officiating services at West Boynton Recreation Center. One submittal was received and evaluated from Team Services Florida, LLC. The Department subsequently entered into an agreement with Team Services Florida, LLC. The term of this agreement is from January 30, 2024 through September 30, 2024, no renewal options are included. This Agreement has been fully executed on behalf of the Board of County Commissioners (BCC) by the Director of Purchasing in accordance with Section 2.53(d) of the Purchasing Code. In accordance with County PPM CW-O-051, all delegated agreements must be submitted by the initiating Department as a receive and file agenda item. This executed agreement is now being submitted to the BCC to receive and file. District 2 (AH)

Background and Justification: A Request for Submittals (RFS) was issued in October 2023, which sought to competitively procure sports officiating services for youth basketball and volleyball programs at West Boynton Recreation Center. The Department received one submittal from Team Services Florida, LLC. Team Services Florida, LLC was selected in part based on satisfactory levels of service provided in past sports officiating agreements.

Attachment: Agreement for Sport Officiating Services

Recommended by: 
Department Director

4/17/2024
Date

Approved by: 
Assistant County Administrator

4/30/24
Date

**AGREEMENT BETWEEN PALM BEACH COUNTY
AND TEAM SERVICES FLORIDA, LLC, FOR SPORTS OFFICIATING SERVICES**

This Agreement is made as of the 28th day of December 2023, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as the "COUNTY") and Team Services Florida, LLC, a corporation authorized to do business in the State of Florida, (hereinafter referred to as the "CONTRACTOR") whose Federal ID. number is 81-4882910.

In consideration of the mutual promises contained herein, the COUNTY and CONTRACTOR agree as follows:

ARTICLE 1 - SERVICES

The CONTRACTOR'S responsibility under this Agreement is to provide sports officiating services at certain COUNTY recreation facilities, as more specifically set forth in the Scope of Work detailed in Exhibit "A," attached hereto and incorporated herein.

The COUNTY'S representative/liaison during the performance of this Agreement shall be the Athletics Programs Coordinator, telephone number 561-966-7035.

The CONTRACTOR'S representative/liaison during the performance of this Agreement shall be Leland Dombrowsky, telephone number 561-285-7040.

ARTICLE 2 - SCHEDULE

The CONTRACTOR shall commence services on January 30, 2024, and complete all services by September 30, 2024.

Reports and other items shall be delivered or completed in accordance with Exhibit "A".

ARTICLE 3 - PAYMENTS TO CONTRACTOR

- A. The total amount to be paid by COUNTY under this Agreement for all services shall not exceed a total amount of \$8,568.00. The CONTRACTOR shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The CONTRACTOR will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in Exhibit "B" for services rendered toward the completion of the Scope of Work. Though the CONTRACTOR'S invoice will be considered the basis for payment, the actual amount paid will be determined by the COUNTY. In the event of a discrepancy between the amount paid and the amount invoiced, the decision of the COUNTY is final. The CONTRACTOR may request to review any supporting documentation utilized to determine the amount paid.
- B. Invoices received from the CONTRACTOR pursuant to this Agreement will be reviewed and approved by the COUNTY's representative, to verify that services have been rendered in conformity with the Agreement. All invoices shall be itemized and include at a minimum, the number of officials worked, the number of games worked, location and dates of games worked, and an authorized signature for CONTRACTOR. Approved invoices will be sent to the Parks and Recreation Department's Procurement Section for payment processing. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval.
- C. Final Invoice: In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "final invoice" on the CONTRACTOR'S final/last billing to the COUNTY. This shall constitute CONTRACTOR's certification that all services have been properly performed and all charges and costs have been invoiced to the COUNTY. Any other charges not properly included on this final invoice are waived by the CONTRACTOR.

- D. In order to do business with Palm Beach County, CONTRACTORS are required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Purchasing Department's Vendor Self Service (VSS) system, which can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. If CONTRACTOR intends to use subcontractors, CONTRACTOR must also ensure that all subcontractors are registered as contractors in VSS. All subcontractor agreements must include a contractual provision requiring that the subcontractor register in VSS. COUNTY will not finalize a contract award until the COUNTY has verified that the CONTRACTOR and all of its subcontractors are registered in VSS

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Agreement by the CONTRACTOR shall also act as the execution of a truth-in- negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Agreement are accurate, complete, and current, as of the date of the Agreement and that same are no higher than those charged the CONTRACTOR'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The COUNTY shall exercise its rights under this Article 4, within three (3) years following final payment.

ARTICLE 5 - TERMINATION

This Contract may be terminated by the CONTRACTOR upon sixty (60) days' prior written notice to the COUNTY in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the CONTRACTOR. It may also be terminated, in whole or in part, by the COUNTY, with cause upon five (5) business days written notice to the CONTRACTOR or without cause upon ten (10) business days written notice to the CONTRACTOR.

Unless the CONTRACTOR is in breach of this Contract, the CONTRACTOR shall be paid for services rendered to the COUNTY'S satisfaction through the date of termination. After receipt of a Termination Notice, except as otherwise directed by the COUNTY, in writing, the CONTRACTOR shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all services and subcontracts relating to the performance of the terminated work.
- C. Continue and complete all parts of the work that have not been terminated.

ARTICLE 6 - PERSONNEL

The CONTRACTOR represents that it has, or will, secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of, or have any contractual relationship with the COUNTY.

All of the services required hereunder shall be performed by the CONTRACTOR or under its supervision, and all personnel engaged in performing the services shall be fully qualified, certified, and if required, authorized or permitted under state and local law to perform such services.

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

All of CONTRACTOR'S personnel (and all subcontractors), while on COUNTY premises, will comply with all COUNTY requirements governing conduct, safety and security.

ARTICLE 7 - SUBCONTRACTING

The COUNTY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The CONTRACTOR is encouraged to seek additional small business enterprises for participation in subcontracting opportunities. If the CONTRACTOR uses any subcontractors on this project, the following provisions of this Article shall apply:

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONTRACTOR shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

ARTICLE 8 - FEDERAL AND STATE TAX

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the CONTRACTOR. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials used to fulfill the contractual obligations with COUNTY, nor is the CONTRACTOR authorized to use COUNTY'S Tax Exemption Number in securing such materials.

The CONTRACTOR shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

ARTICLE 9 - AVAILABILITY OF FUNDS

The COUNTY'S performance and obligation to pay under this Agreement is contingent upon an annual appropriation for its purpose by the Board of COUNTY Commissioners.

ARTICLE 10 - INSURANCE

It is the responsibility of CONTRACTOR to provide proof of the required insurance coverages specified in **Exhibit "C"** to this Agreement. Such proof of insurance must be provided to the Department's authorized representative prior to the execution of this Agreement.

ARTICLE 11 - INDEMNIFICATION

The CONTRACTOR shall protect, defend, reimburse, indemnify and hold Palm Beach County, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Agreement or due to the acts or omissions of the CONTRACTOR.

ARTICLE 12 - SUCCESSORS AND ASSIGNS

The COUNTY and the CONTRACTOR each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the COUNTY nor the CONTRACTOR shall assign, sublet, convey, or transfer its interest in this Agreement without the prior written consent of the other.

ARTICLE 13 - REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce this Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Agreement is intended to or shall be construed to create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the COUNTY and/or CONTRACTOR.

ARTICLE 14 - CONFLICT OF INTEREST

The CONTRACTOR represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes. The CONTRACTOR further represents that no person having any such conflict of interest shall be employed for said performance of services.

The CONTRACTOR shall promptly notify the COUNTY'S representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business CONTRACTOR, interest or other circumstance which may influence or appear to influence the CONTRACTOR'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business CONTRACTOR, interest or circumstance, the nature of work that the CONTRACTOR may undertake, and request an opinion of the COUNTY as to whether the CONTRACTOR, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest, if entered into by the CONTRACTOR. If, in the opinion of the COUNTY, the prospective business CONTRACTOR, interest or other circumstance would not constitute a conflict of interest by the CONTRACTOR, the COUNTY shall so state in the notification and the CONTRACTOR shall, at its option, enter into said circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the CONTRACTOR under the terms of this Agreement.

ARTICLE 15 - EXCUSABLE DELAYS

The CONTRACTOR shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONTRACTOR or its subcontractors and without their fault or negligence. Such causes include, but are not limited to: acts of God, natural or public health emergencies, labor disputes, freight embargoes, and abnormally severe and unusual weather conditions.

Upon the CONTRACTOR'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the CONTRACTOR'S failure to perform was without it or its subcontractors fault or negligence, the Agreement Schedule and/or any other affected provision of this Agreement shall be revised accordingly, subject to the COUNTY'S rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 16 - ARREARS

The CONTRACTOR shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

ARTICLE 17 – DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONTRACTOR shall deliver to the COUNTY'S representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the CONTRACTOR and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced and reused at the discretion of the COUNTY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

Notwithstanding any other provision in this Contract, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General, Palm Beach County Code, Sections 2-421 - 2-440, as amended.

ARTICLE 18 - INDEPENDENT CONTRACTOR RELATIONSHIP

The CONTRACTOR is, and shall be, in the performance of all work services and activities under this Agreement, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the CONTRACTOR'S sole direction, supervision, and control.

The CONTRACTOR shall exercise control over the means and manner in which it and its employees and subcontractors perform the work, and in all respects the CONTRACTOR'S relationship and the relationship of its employees and subcontractors to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The CONTRACTOR does not have the power or authority to bind the COUNTY in any promise, agreement or representation other than specifically provided for in this Agreement.

ARTICLE 19 - CONTINGENT FEES

The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, contractor, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 20 - ACCESS AND AUDITS

The CONTRACTOR shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion of this Agreement. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CONTRACTOR'S place of business.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed COUNTY contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the CONTRACTOR, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

ARTICLE 21 - NONDISCRIMINATION

The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the CONTRACTOR warrants and represents that throughout the term of the Contract, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

As a condition of entering into this Contract, the CONTRACTOR represents and warrants that it will comply with the COUNTY'S Commercial Nondiscrimination Policy as described in Resolution 2017-1770, as amended. As part of such compliance, the CONTRACTOR shall not discriminate on the basis of race, color,

national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the CONTRACTOR retaliate against any person for reporting instances of such discrimination. The CONTRACTOR shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the COUNTY'S relevant marketplace in Palm Beach County. The CONTRACTOR understands and agrees that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification or debarment of the company from participating in COUNTY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. CONTRACTOR shall include this language in its subcontracts.

ARTICLE 22 - AUTHORITY TO PRACTICE

The CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses, certifications and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses, certifications and approvals shall be submitted to the COUNTY'S representative upon request.

ARTICLE 23- SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 24 - PUBLIC ENTITY CRIMES

As provided in F.S. 287.123-133, by entering into this Agreement or performing any work in furtherance hereof, the CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida DEPARTMENT of Management Services within the 36 months immediately preceding the date hereof. This notice is required by Section 287.133 (3) (a), F.S.

ARTICLE 25 - MODIFICATIONS OF WORK

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

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

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

ARTICLE 26 - NOTICE

All notices required in this Agreement shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Palm Beach County Parks and Recreation Department
Attn: Director of Recreation Services
2700 6th Avenue South
Lake Worth, Florida 33461

With copy to:

Palm Beach County Parks and Recreation Department
Attn: Director of Financial & Support Services
2700 6th Avenue South
Lake Worth, Florida 33461

And, if sent to the CONTRACTOR, notices shall be addressed to:

Team Services Florida, LLC
Attn: Leland Dombrowsky
13900 Jog Road Suite 203-195
Delray Beach, Florida 33446

ARTICLE 27 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the CONTRACTOR, agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto, in accordance with Article 25 - Modifications of Work.

ARTICLE 28 - CRIMINAL HISTORY RECORDS CHECK

CONTRACTOR at its sole expense shall conduct criminal background checks on staff members, volunteers, officials, agents, sub-contractors and employees associated with contract operations as required by federal, state, or local laws and/or Countywide/Department/Division policies and procedures. CONTRACTOR will provide updated and current list using Background Screening Affidavit Form provided by the COUNTY in Exhibit "D" attached hereto. CONTRACTOR shall only use sports officials, staff and volunteers that have met the minimum requirements as set forth in this agreement and/or as provided by the COUNTY.

The CONTRACTOR, CONTRACTOR's employees, subcontractors of the CONTRACTOR and employees of subcontractors shall comply with Palm Beach County Code, Section 2-371 – 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), for unescorted access to critical facilities ("Critical Facilities") or criminal justice information facilities ("CJI Facilities") as identified in Resolutions R2013-1470 and R2015-0572, as amended. The CONTRACTOR is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the CONTRACTOR acknowledges that its Contract price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the COUNTY.

This Contract may include sites and/or buildings which have been designated as either "critical facilities" or "criminal justice information facilities" pursuant to the Ordinance and above referenced Resolutions, as amended. COUNTY staff representing the COUNTY department will contact the CONTRACTOR(S) and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The CONTRACTOR shall make every effort to collect the badges of its employees and its subcontractors' employees upon conclusion of the contract and return them to the

COUNTY. If the CONTRACTOR or its subcontractor(s) terminates an employee who has been issued a badge, the CONTRACTOR must notify the COUNTY within two (2) hours. At the time of termination, the CONTRACTOR shall retrieve the badge and shall return it to the COUNTY in a timely manner.

The COUNTY reserves the right to suspend the CONTRACTOR if the CONTRACTOR 1) does not comply with the requirements of County Code Section 2-371 – 2-377, as amended; 2) does not contact the COUNTY regarding a terminated CONTRACTOR employee or subcontractor employee within the stated time; or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

ARTICLE 29 - REGULATIONS; LICENSING REQUIREMENTS

The CONTRACTOR shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. CONTRACTOR is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

ARTICLE 30 – SCRUTINIZED COMPANIES

As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725. Pursuant to F.S. 287.135(3)(b), if CONTRACTOR is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Contract may be terminated at the option of the COUNTY.

ARTICLE 31 - PUBLIC RECORDS

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

- A. Keep and maintain public records required by the COUNTY to perform services as provided under this Agreement.
- B. Upon request from the COUNTY'S Custodian of Public Records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The CONTRACTOR further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach COUNTY PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement, if the CONTRACTOR does not transfer the records to the public agency.
- D. Upon completion of the Agreement the CONTRACTOR shall transfer, at no cost to the COUNTY, all public records in possession of the CONTRACTOR unless notified by COUNTY'S representative/liaison, on behalf of the COUNTY'S Custodian of Public Records, to keep and maintain public records required by the COUNTY to perform the service. If the CONTRACTOR transfers all public records to the COUNTY upon completion of the Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically by the CONTRACTOR must be provided

to COUNTY, upon request of the COUNTY'S Custodian of Public Records, in a format that is compatible with the information technology systems of COUNTY, at no cost to COUNTY.

Failure of the CONTRACTOR to comply with the requirements of this article shall be a material breach of this Agreement. COUNTY shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. CONTRACTOR acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

ARTICLE 32 – COUNTERPARTS

This Agreement, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same Agreement. The COUNTY may execute the Agreement through electronic or manual means. CONTRACTOR shall execute by manual means only, unless the COUNTY provides otherwise.

ARTICLE 33 – E-VERIFY – EMPLOYMENT ELIGIBILITY:

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

CONTRACTOR shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. CONTRACTOR shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Agreement which requires a longer retention period.

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

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

PALM BEACH COUNTY, FLORIDA ON BEHALF OF THE BOARD OF COUNTY COMMISSIONERS:

**BY MELODY THELWELL
DIRECTOR OF PURCHASING**


Melody Thelwell, Purchasing Director 12/28/23
Date

WITNESS:


Signature 12/13/23
Date

Hannah Tannone
Print

**CONTRACTOR – TEAM SERVICES
FLORIDA LLC**

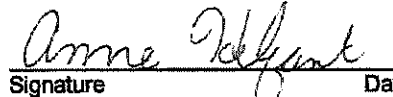

Signature 12-13-23
Date

LELAND DOMBROWSKY
Print

OWNER/DIRECTOR
Title

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

Senior Assistant County Attorney


Signature 12-20-23
Date

**APPROVED AS TO TERMS AND
CONDITIONS:**

Director - Parks & Recreation Department

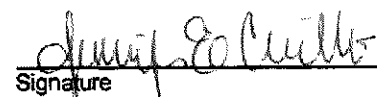

Signature 12/22/23
Date

EXHIBIT "A" SCOPE OF WORK

REQUIREMENTS

The CONTRACTOR shall provide qualified, registered, trained, and insured officials for COUNTY sponsored youth basketball and youth volleyball programs at West Boynton Park and Recreation Center, located at 6000 Northtree Boulevard, Boynton Beach, FL 33463. The youth basketball and youth volleyball leagues are operated in the gymnasium inside the West Boynton Recreation Center.

The CONTRACTOR shall provide two (2) officials per basketball game and one (1) official for volleyball games. The COUNTY, at its sole discretion, may opt to request one (1) official for basketball games. Failure to consistently provide the specified number of officials shall be cause for termination of this Agreement.

The CONTRACTOR shall provide requested officials within forty-eight (48) hours of initial contact by the COUNTY. A representative, who is authorized to make decisions for the CONTRACTOR, will be directly and immediately available to confer with the COUNTY representatives according to the following schedules:

Monday through Friday, 8:00 am - 10:00 am and 4:00 pm - 6:00 pm.

Response time schedules may be adjusted for efficiency proposes as agreed upon by both the CONTRACTOR and the COUNTY.

PROCEDURES

A. Officials shall arrive in proper uniform a minimum of five (5) minutes prior to the schedule time for all games. Delays or interrupted start-up time caused by the failure of a timely arrival may result in fines outlined below.

B. Officials must check-in with the COUNTY's league coordinator before the start of each game and must show identification and proof of current officiating credentials. Officials are required to sign the COUNTY'S log sheet for the games they have worked.

C. The COUNTY reserves the right to recommend disciplinary action in the form of suspension and/or dismissal for any official who fails to perform their duties as defined in this Agreement or for any behavior deemed inappropriate by the COUNTY.

RULEBOOK(S)

The CONTRACTOR shall enforce all rules for play established by the COUNTY. Recognized rulebooks may include official rules as published by recognized athletic governing bodies such as Florida High School Athletic Association (FHSAA) and supplemental rules as modified by the COUNTY. COUNTY reserves the right to change or modify recognized rulebook(s) if/when deemed necessary in the best interest of COUNTY programs and/or participants. COUNTY shall notify CONTRACTOR of applicable rulebook(s) for each sport and shall provide an electronic copy of the COUNTY's supplemental rules upon commencement of the Agreement. COUNTY will provide CONTRACTOR with a revised electronic copy of the COUNTY's supplemental rules for each sport immediately upon any approved changes or modifications deemed necessary by the COUNTY.

TIMEKEEPING/SCOREKEEPING

During youth league volleyball and basketball, the COUNTY will be responsible for scorekeeping duties, which will include keeping the official game time and score once the game has started.

EXHIBIT "A"

SCOPE OF WORK

TRAINING

CONTRACTOR is responsible for training all officials on league rules per the recognized rulebook(s) for each sport they officiate and must provide all officials with a copy of the recognized rulebook(s) for each sport they officiate. CONTRACTOR shall provide training to all officials a minimum of once per year for each sport they officiate. CONTRACTOR must submit documented proof to COUNTY including training criteria, materials, and a complete list of names of all officials trained and dates of training within two (2) weeks after each training date.

EVALUATION

The CONTRACTOR shall evaluate in writing each sports official per sport, per year. CONTRACTOR shall provide completed evaluations to COUNTY upon request.

DRESS CODE

Officials shall be dressed in the following attire when officiating games for the COUNTY:

Volleyball Official: polo shirt, dark (blue or black) pants or shorts, proper indoor court footwear, and a whistle on a lanyard.

Basketball: referee jersey, black pants or shorts, proper indoor court footwear, and a whistle on a lanyard.

If two officials are required, both official shall wear a matching shirt.

CODE OF CONDUCT/ETHICS

CONTRACTORS's sports officials are required to abide by a Code of Ethics and/or Code of Conduct. CONTRACTOR shall provide copy of its Code of Ethics and/or Code of Conduct to COUNTY upon execution of Agreement.

REVISIONS TO GAME SCHEDULES

The COUNTY reserves the right to amend the game schedules on site in order to ensure game completion in an organized and timely manner consistent with established park operation hours.

An official with the CONTRACTOR, who is authorized to make decisions for the CONTRACTOR, must be available at each league location during all scheduled games.

CANCELLATION/FORFEITED GAMES

When the COUNTY cancels game(s) for any reason, and notifies the CONTRACTOR within one (1) hour or more prior to the start of the first game, any official who arrives on site will receive no pay for the first or subsequent canceled games. Canceled games may be defined as reschedules.

When the COUNTY cancels game(s) for any reason, and notifies the CONTRACTOR with less than one (1) hour prior to the start of the first game, any official who arrives on site and signs the appropriate official's log sheet will receive payment for one (1) game fee.

Any game started but not played to conclusion for any reason, will result in payment of one (1) game fee.

Any official scheduled to officiate a game which is forfeited will work as an additional official on another court and will receive payment for the game worked. If there is no other court available to work, then the official will receive payment for one game.

EXHIBIT "A" SCOPE OF WORK

In the event that a protest is made and the protesting team wins the protest, the game shall be replayed from the point of the protest in accordance with the current applicable rules and regulations. If the officials are deemed at fault in the protest, the CONTRACTOR shall schedule officials for the replayed/continued game at no charge to the COUNTY.

All league games are subject to tiebreaker rules outlined in the COUNTY's recognized rulebook(s) and supplemental rules. No additional fees will be paid for tiebreaker games.

UNSATISFACTORY SERVICE

In the event that the COUNTY determines the official(s) performance or service is unsatisfactory, COUNTY shall provide written notification to the CONTRACTOR specifying the concerns. Upon receipt of the written notice, the Contractor will have five (5) business days to determine corrective action and no more than seven (7) business days to implement corrective action with said official. The COUNTY shall make the final determination as to the corrective action given to an unsatisfactory official(s). The COUNTY reserves the right to remove any sports official working County leagues for unacceptable, egregious personal conduct.

In the event that CONTRACTOR does not meet the standards of the agreement, the COUNTY reserves the right to assess fines for non-compliance. The specific amount will be quantified in writing to the CONTRACTOR and the total amount shall be deducted from the impending invoice. The table below represents fines that may be assessed to the CONTRACTOR for non-compliance:

| Offense | Fine (Per Game) |
|----------------------------------|---------------------------------|
| Non-compliance of Uniform Rules | \$5.00 |
| Tardiness (less than 15 minutes) | \$10.00 |
| Tardiness (15 minutes or more) | ½ of per official/per game fee* |
| Absenteeism (No Show) | per official/per game fee* |

*Fee is based on the Schedule of Fees contained in Exhibit B.

(Remainder of page intentionally left blank.)

EXHIBIT "B"
PAYMENTS TO CONTRACTOR

Fees paid to the CONTRACTOR for sports officiating services are as follows:

| | |
|-----------------------------|----------------|
| Youth Basketball | FY 2024 |
| One (1) Official/ Per Game | \$ 52.00 |
| Two (2) Officials/ Per Game | \$ 39.00 |
| Youth Volleyball | FY 2024 |
| One (1) Official/ Per Game | \$ 40.00 |

The COUNTY assumes no responsibility for the CONTRACTOR'S internal accounting practices as they relate to prompt and correct payment of officials.

(Remainder of page is intentionally left blank.)

EXHIBIT "C" Insurance Requirements

CONTRACTOR will maintain in full force and effect, on a primary basis and at its sole expense, at all times during the life of this Agreement, insurance coverages and limits (including endorsements) as described herein. Failure to maintain the required insurance will be considered default of this Agreement. The requirements contained herein, as well as COUNTY's review or acceptance of insurance maintained by CONTRACTOR, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CONTRACTOR under the Agreement. CONTRACTOR agrees to provide the COUNTY with at least ten (10) days prior notice of any cancellation, non-renewal or material change to the insurance coverages.

Palm Beach County Parks & Recreation Department Representative to mark as applicable:

- No Insurance Required:** Based on scope of services, CONTRACTOR shall not be required to provide insurance.

- Commercial General Liability:** CONTRACTOR shall maintain Commercial General Liability at a limit of liability not less than \$500,000 Each Occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.

- Participant Liability:** CONTRACTOR shall maintain Participant Liability at a limit of liability not less than \$25,000 Each Occurrence.

- Auto Liability:** CONTRACTOR shall maintain Business Auto Liability at a limit of liability not less than \$500,000 Each Occurrence for all owned, non-owned, and hired automobiles. In the event CONTRACTOR owns no automobiles, the Business Auto Liability requirement shall be amended allowing CONTRACTOR to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form.

- Workers' Compensation Insurance & Employer's Liability:** CONTRACTOR shall maintain Workers' Compensation & Employer's Liability in accordance with Florida Statute Chapter 440.

- Professional Liability:** CONTRACTOR shall maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than \$1,000,000 Each Claim. When a self-insured retention (SIR) or deductible exceeds \$10,000, COUNTY reserves the right, but not the obligation, to review and request a copy of CONTRACTOR's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, CONTRACTOR shall maintain a Retroactive Date prior to or equal to the effective date of this Agreement. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims - made" form. If coverage is provided on a "claims-made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage. In the event the policy is canceled, not renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Agreement, CONTRACTOR shall purchase a SERP with a minimum reporting period not less than three (3) years.

EXHIBIT "C"
Insurance Requirements

- Additional Insured Clause:** Except as to Workers' Compensation and Employer's Liability the Certificate(s) of Insurance shall clearly confirm that coverage required by this Agreement has been endorsed to include COUNTY as Additional Insured. As such, said Certificate(s) shall specifically include: "Palm Beach County, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents."
- Waiver of Subrogation:** CONTRACTOR hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.
- Certificates of Insurance:** Prior to execution of the Agreement, the CONTRACTOR shall deliver to the COUNTY Certificate(s) of insurance evidencing that all types and amounts of insurance coverage required by this Agreement have been obtained and are in full force and effect. In addition, the CONTRACTOR shall provide this evidence to the COUNTY prior to the expiration date of any such insurance required herein. Such Certificate(s) of Insurance shall include a minimum ten (10) day endeavor to notify due to cancellation of coverage. Certificates of Insurance are to be sent to:
- Palm Beach County Board of County Commissioners
C/O Parks and Recreation Department
Attn: Donald Campbell
2700 Sixth Avenue South
Lake Worth, Florida 33461
- Umbrella or Excess Liability:** If necessary, CONTRACTOR may satisfy the minimum limits required above for Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for Commercial General Liability, Business Auto Liability, or Employer's Liability. The COUNTY shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.
- Right to Revise or Reject:** COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements, herein from time to time throughout the term of this Agreement. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

EXHIBIT "D"
Background Screening Affidavit

I, LELAND DOMBROWSKY as the representative of TERRA SERVICES FLORIDA, LLC, hence forth referred to as the CONTRACTOR, and having the authority to bind the CONTRACTOR, do hereby certify under penalty of law that the CONTRACTOR has:

- a. conducted background screenings for all staff and volunteers in accordance with Florida State Statute(s), _____ and in accordance with the Policies and Procedures of the Palm Beach County Parks and Recreation Department, as more particularly described in **Section 28**. I further understand that no person(s) other than those who have successfully passed all aspects of the background screening process will be permitted to act on behalf of or in any official capacity with the CONTRACTOR while utilizing Palm Beach County facilities.
- b. submitted a list of names that provides all active staff and volunteers that will or may utilize Palm Beach County facilities; that the included list provides only those names that have successfully passed the background screening process as described in *Exhibit A*; and that the included list of approved names is accurate and complete to the best of my knowledge. I further understand that I must keep this Background Screening Affidavit up to date and provide the County with the names of any future staff or volunteer that utilizes Palm Beach County facilities.
- c. ***This section is only applicable for Athletic Coaches for independent sanctioning authorities:*** submitted copies of all bylaws, training documentations, informed consent forms and all other materials required by Florida State Statute 943.0438 and the Palm Beach County Parks and Recreation Department as described in *Exhibit B*.

LELAND DOMBROWSKY
(PRINT NAME: CONTRACTOR)

[Signature]
(SIGN NAME: CONTRACTOR)

12-13-23
(DATE)

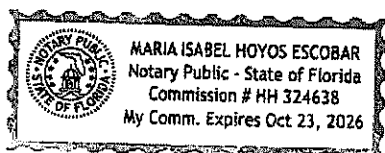
NA
(PRINT NAME: Witness)

N/A
(SIGN NAME: Witness)

(DATE)

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 13TH day of DEC, 2023, by (name of person acknowledging). LELAND PAUL DOMBROWSKY



[Signature]
(Signature of Notary Public-State of Florida)
(Name of Notary Typed, Printed, or Stamped)

Personally Known _____ OR Produced Identification
Type of Identification Produced FL DL 0516-535-74-243-0,



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/17/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | |
|---|--|--|
| PRODUCER Hiscox Inc. 5 Concourse Parkway Suite 2150 Atlanta GA, 30328 | CONTACT NAME: PHONE (A/C, No, Ext): (888) 202-3007 FAX (A/C, No): E-MAIL ADDRESS: contact@hiscox.com | |
| | INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Hiscox Insurance Company Inc 10200 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: | |
| INSURED Team Services Florida, LLC 13900 Jog Road Suite 203-195 Delray Beach, FL 33446 | | |
| | | |

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|----------------|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | Y | P100.022.911.6 | 01/01/2024 | 01/01/2025 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ S/T Gen. Agg. \$ |
| A | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ CGL HNOA Limit (per occurrence) \$ 300,000 |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | Y/N | N/A | | | PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER
 Palm Beach County Board of County Commissioners
 2700 6th Avenue South
 Lake Worth, FL 33461
CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/03/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

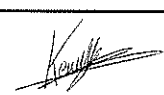
| | | |
|---|---|--|
| PRODUCER Hiscox Inc. 5 Concourse Parkway Suite 2150 Atlanta GA, 30328 | CONTACT NAME: PHONE (A/C, No, Ext): (888) 202-3007 FAX (A/C, No): E-MAIL ADDRESS: contact@hiscox.com | |
| | INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Hiscox Insurance Company Inc 10200 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: | |
| INSURED Team Services Florida, LLC 13900 Jog Road Suite 203-195 Delray Beach, FL 33446 | | |

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSD | WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|----------------|-----|----------------|-------------------------|-------------------------|---|
| | COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | | | | EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$ \$ |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | | | | | <input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |
| A | Professional Liability | Y | | P102.260.932.2 | 01/01/2024 | 01/01/2025 | Each Claim: \$ 2,000,000 Aggregate: \$ 2,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

| | |
|---|---|
| CERTIFICATE HOLDER Palm Beach County Board of County Commissioners 2700 6th Avenue South Lake Worth, FL 33461 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  |
|---|---|



JIMMY PATRONIS
CHIEF FINANCIAL OFFICER

**STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION**

**** CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW ****

NON-CONSTRUCTION INDUSTRY EXEMPTION

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

EFFECTIVE DATE: 9/19/2022

EXPIRATION DATE: 9/18/2024

PERSON: LELAND DOMBROWSKY

EMAIL: TEAMSERVICESFLORIDA@GMAIL.COM

FEIN: 814882910

BUSINESS NAME AND ADDRESS:

TEAM SERVICES FLORIDA, LLC

13900 JOG ROAD, SUITE 203-195

DELRAY BEACH, FL 33446

SCOPE OF BUSINESS OR TRADE:

Athletic Sports or Park:
Noncontact Sports

IMPORTANT: Pursuant to subsection 440.05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to subsection 440.05(12), F.S., Certificates of election to be exempt issued under subsection (3) shall apply only to the corporate officer named on the notice of election to be exempt and apply only within the scope of the business or trade listed on the notice of election to be exempt. Pursuant to subsection 440.05(13), F.S., notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.