

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: December 2, 2025

[X] Consent [] Regular
[] Ordinance [] 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: the following 11 executed standard Independent Contractor Agreements (Agreements):

- A) Coralytes, LLC, US Synchronized Swimming Coach at Aqua Crest Pool, for the period of October 1, 2025 through September 30, 2026 in an amount not to exceed \$50,750;
- B) LB2 Enterprises, Inc., US Masters Swimming Coach at Aqua Crest Pool, for the period of October 1, 2025 through September 30, 2026 in an amount not to exceed \$86,877;
- C) LLL Swimming, LLC, USA Swimming Coach at Lake Lytal Pool, for the period of October 1, 2025 through September 30, 2026 in an amount not to exceed \$91,100;
- D) LB2 Enterprises, Inc., US Masters Swimming Coach at Lake Lytal Pool, for the period of October 1, 2025 through September 30, 2026 in an amount not to exceed \$30,280;
- E) Jupiter Diving Academy, LLC, US Diving Coach at North County Aquatic Complex, for the period of October 1, 2025 through September 30, 2026 in an amount not to exceed \$57,163;
- F) Jupiter Dragons Swim Team LLC, USA Swimming Coach at North County Aquatic Complex, for the period of October 1, 2025 through September 30, 2026 in an amount not to exceed \$171,328;
- G) LB2 Enterprises, Inc., US Masters Swimming Coach at North County Aquatic Complex, for the period of October 1, 2025 through September 30, 2026 in an amount not to exceed \$152,163;
- H) Stephen VanCoppennolle, Water Aerobics Instructor at North County Aquatic Complex, for the period of October 1, 2025 through September 30, 2026 in an amount not to exceed \$16,506;
- I) Gold Coast Gymnastics, Inc., Gymnastics Instructor at West Boynton Recreation Center, for the period of October 14, 2025 through October 9, 2026 in an amount not to exceed \$6,440;
- J) Modern Bujutsu Karate Florida, Inc., Karate Instructor at West Boynton Recreation Center, for the period of October 20, 2025 through October 24, 2026 in an amount not to exceed \$11,813; and
- K) Let Clutter Go Again, LLC, Water Aerobics Instructor at North County Aquatic Complex, for the period of October 1, 2025 through September 30, 2026 in an amount not to exceed \$10,000.

Summary: These Agreements have been fully executed on behalf of the Board of County Commissioners (BCC) by the County Administrator and Parks and Recreation Department Director (Parks) in accordance with Resolution 94-422, amended by R2002-2103, R2007-0409, R2012-0168, R2017-0822 and R2021-2049. Parks is now submitting these Agreements in accordance with CW-O-051, which requires all delegated agreements to be submitted by the initiating department to the BCC as a receive and file agenda item. Countywide (AH)

Background and Justification: The standard Independent Contractor Agreement was adopted by the BCC to streamline the hiring process of recreation instructors and sports officials. The BCC granted Parks authority to execute Independent Contractor Agreements and amendments with recreation instructors and sports officials up to \$10,000, with contracts of \$10,000 or more requiring the County Administrator's approval.

Attachments:

- 1. Independent Contractor Agreements (11)

Recommended by: 
Department Director

11/13/2025
Date

Approved by: 
Deputy County Administrator

11/18/25
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2026	2027	2028	2029	2030
Capital Expenditures					
Operating Costs	684,166				
External Revenues	(977,378)				
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	(293,212)	-0-	-0-	-0-	-0-
# ADDITIONAL FTE POSITIONS (Cumulative)					
Is Item Included in Current Budget:		Yes	X	No	
Does this item include use of Federal Funds?		Yes		No	X
Does this item include use of State Funds?		Yes		No	X

Budget Account No.: Fund 0001 Department 580 Unit Various
Object 3422 / Revenue Source 4724 Program N/A

B. Recommended Sources of Funds/Summary of Fiscal Impact:

Item	Contractor	Revenue	Expense	% Split
A	Coralytes, LLC	72,500	50,750	70/30
B	LB2 Enterprises, Inc.	123,945	86,877	70/30
C	LLL Swimming, LLC	130,142	91,100	70/30
D	LB2 Enterprises, Inc.	43,247	30,280	70/30
E	Jupiter Diving Academy	81,525	57,163	70/30
F	Jupiter Dragons Swim Team, LLC	244,730	171,328	70/30
G	LB2 Enterprises, Inc.	217,348	152,163	70/30
H	Stephen VanCoppennolle	23,580	16,506	70/30
I	Gold Coast Gymnastics	9,200	6,440	70/30
J	Modern Bujutsu Karate Florida, Inc	16,875	11,813	70/30
K	Let Clutter Go Again LLC	14,286	10,000	70/30
	Totals	977,378	684,166	

*Estimated net revenue for these agreements is \$293,212. Actual revenue and operating costs will be determined at the termination of these agreements.

C. Departmental Fiscal Review: 

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development and Control Comments:

 11/7/25
OFMB 11.7

 11/17/25
Contract Development & Control
26 11.19.25
11-14-25 TD

B. Legal Sufficiency:

 11-18-25
Assistant County Attorney

C. Other Departmental Review:

Department Director

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

INDEPENDENT CONTRACTOR AGREEMENT FOR PALM BEACH COUNTY PARKS & RECREATION DEPARTMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT, hereinafter referred to as the "Agreement," is made and entered into on 14th day of October, 2025, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as "COUNTY," and Coralytes, LLC, an Independent Contractor, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, COUNTY, by and through its Parks and Recreation Department, hereinafter referred to as the "Department," organizes and provides programming activities for the benefit and wellbeing of the general public; and

WHEREAS, the COUNTY desires to make available certain recreational programs, services, classes, and/or activities to its residents by entering into agreements with independent contractors for the provision of such recreational programs, services, classes, and/or activities; and

WHEREAS, the COUNTY and CONTRACTOR desire to clarify and define their responsibilities with regard to providing such services; and

WHEREAS, the recreational programs, services, classes, and/or activities will be conducted by CONTRACTOR and governed by the Department pursuant to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, COUNTY and CONTRACTOR hereby agree as follows:

1. SCOPE OF SERVICES

CONTRACTOR shall furnish the instructional services described on Exhibit "A", which is attached hereto and made a part thereof ("Services"). It is acknowledged and agreed that CONTRACTOR has chosen to provide the Services on the dates and times chosen by CONTRACTOR, and that Exhibit "A" contains the dates, times and locations at which such services shall be provided.

CONTRACTOR affirms that he/she has the knowledge and skills, either by training, experience, education or a combination thereof to adequately and competently perform the Services. CONTRACTOR shall conduct these Services in a careful and responsible manner with due regard for the safety of participants and others that may be affected by the Services or the participants. The materials, tools and equipment for the activity shall be supplied by CONTRACTOR in accordance with Exhibit "A".

2. TERM AND TERMINATION

This Agreement shall commence on retroactively October 1, 2025 and shall terminate on September 30, 2026, and is not subject to extension or renewal. The COUNTY may terminate this Agreement at any time upon written notice to the CONTRACTOR and CONTRACTOR may terminate this Agreement by providing thirty (30) business days advance written notice to the COUNTY. Such notice to be delivered to the Department's authorized representative. The COUNTY shall be liable only for payment for Services performed prior to the effective date of such termination.

3. COMPENSATION

The total amount payable by COUNTY under this Agreement for the services to be performed hereunder is not to exceed Fifty Thousand Seven Hundred Fifty (\$50,750.00) dollars.

CONTRACTOR shall be paid on a monthly basis after Services have been rendered in accordance with Exhibit "A" attached hereto. 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. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within (30) days following the COUNTY representative's approval. COUNTY will not include any refunded amounts associated with CONTRACTOR'S Services in its payments to CONTRACTOR.

In order to do business with Palm Beach County, CONTRACTOR is 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.

4. **FEES**

CONTRACTOR shall not charge any fees to the participants other than those in accordance with Exhibit "A" attached hereto. Should CONTRACTOR wish to charge any additional fees to the participants such fees must be approved by the County in advance. CONTRACTOR shall notify the COUNTY of the amount of the additional fees in writing, and if approved by the County such additional fees may be collected by CONTRACTOR. If CONTRACTOR or COUNTY terminates this Agreement prior to the scheduled completion of the Services, the purchased supplies or a pro-rata percentage of the fees collected by CONTRACTOR shall be returned to the participants who had paid such fees.

CONTRACTOR shall not engage in any activity that may result in additional cost to the COUNTY. Any acts or omissions by the CONTRACTOR while performing under this Agreement that create a real or perceived benefit to the COUNTY but have not been accounted for within the COUNTY'S cash management system in accordance with the associated Services shall not entitle the CONTRACTOR to any additional payment. Any and all liability, financial and otherwise, for such acts or omissions shall be at the sole risk of the CONTRACTOR.

5. **REGISTRATION**

The COUNTY, through the Department, shall register all participants for the Services provided by CONTRACTOR and shall collect and record all fees received. In the event of a discrepancy with the amount paid, the decision of the COUNTY is final. CONTRACTOR may request to review any supporting documentation utilized to determine the amount paid.

6. **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 perform the work, and in all respects the CONTRACTOR'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY. The CONTRACTOR does not have the power or authority to bind the COUNTY in any promise, Agreement or representation.

7. **TAXES**

It is acknowledged and agreed that the service to be provided by CONTRACTOR is a professional service and that the COUNTY is neither paying Social Security benefits nor withholding taxes from CONTRACTOR'S compensation for said service. CONTRACTOR assumes sole responsibility for the payment of any and all federal, state, and local taxes as now exist or may hereafter come into being as such taxes may be applicable to the payments made by COUNTY to CONTRACTOR in exchange for the services to be performed hereunder.

Additionally, CONTRACTOR is not eligible to benefit from the COUNTY's Tax Exempt Status. As such, CONTRACTOR is not exempt from the payment of sales taxes to suppliers for any materials as may be used in the performance of CONTRACTOR'S obligations under this Agreement.

8. **SUBCONTRACTING**

CONTRACTOR may not, without the advance written consent of the Department, subcontract or assign any rights, responsibilities or obligations under this Agreement.

9. **PERFORMANCE**

a. CONTRACTOR agrees to:

1. perform the Services set forth herein in accordance with all applicable association/governing body rules and regulations, and in a competent, professional, safe, and responsible manner with full regard for the safety of the participants and the facility;
2. assure that no person other than CONTRACTOR or a qualified employee of CONTRACTOR is engaged in the provision of the Services required to be performed hereunder;
3. provide and maintain, in proper working order and condition, all equipment and materials necessary to conduct the Services to be performed hereunder;
4. inspect the area prior to beginning Services to assure safety standards. In the event of a safety concern, CONTRACTOR is to report such concern immediately to the authorized Department representative and postpone the activity until the Department's representative determines that the concern has been addressed;
5. inspect the area following Services rendered to assure that the area remains in good condition and order;
6. utilize instructional methods and procedures conducive with the Department's purpose, intent, and objective in providing the recreational activity;
7. provide the Department's authorized representative five (5) business days advance notice of all schedule conflicts/changes;
8. immediately notify the Department's authorized representative of any unanticipated absences such as personal/family illnesses; and
9. adhere to applicable Department policies and procedures and all federal, state and local laws and regulations, including Palm Beach County Code, Chapter 21, as may be amended, pertaining to Parks and Recreation.

10. assure that all participants have paid the activity fee; and

11. take attendance during each class and reconcile attendees to activity roster.

b. COUNTY agrees to:

1. maintain the area and associated facilities in a safe and clean condition;
2. conduct registration, collect participation fees, and process refunds for program registrants;
3. provide activity rosters to the CONTRACTOR; and
4. provide compensation to CONTRACTOR pursuant to the terms of this Agreement; and
5. publicize, promote, and advertise the activity when feasible.

10. POSTPONEMENT OR CANCELLATION OF ACTIVITY

In the event emergency conditions arise which may affect public safety, the activity may be postponed or cancelled. Such emergency conditions include, but are not limited to, acts of God or issuance of an executive order indicating a state of general emergency. COUNTY, in its sole discretion, will determine the necessity to postpone or cancel the activity and will endeavor to provide CONTRACTOR at least four (4) hours notice of such postponement or cancellation prior to the activity start time. Provided, however, COUNTY's notice of such postponement or cancellation may be given at anytime including during the activity.

In the event COUNTY cancels the activity due to any public safety concern or CONTRACTOR elects to cancel the activity rather than accept a delayed start time, the term of this agreement will be extended upon the same terms and conditions provided that within five (5) days following such occurrence, COUNTY and CONTRACTOR agree upon a rescheduled activity date and time. Such term extension will be effective upon COUNTY's delivery to CONTRACTOR of a written notice specifying the agreed upon rescheduled activity date and time and detailing the circumstances leading to the term extension.

In the event COUNTY and CONTRACTOR are unable to agree upon a rescheduled activity date and time as specified above, this Agreement will terminate without further action or payment.

11. CANCELLATION, RESCHEDULING AND SUBSTITUTION OF ACTIVITY

In the event CONTRACTOR fails to perform or otherwise cancels the activity for any reason, including illness, at any time, the term of this agreement may be extended upon the same terms and conditions provided that within five (5) days following such cancellation, COUNTY and CONTRACTOR agree upon a rescheduled activity date and time. Such term extension will be effective upon COUNTY's delivery to CONTRACTOR of a written notice specifying the agreed upon rescheduled activity date and time and detailing the circumstances leading to the term extension.

12. DEPARTMENT REPRESENTATIVE

The Department's authorized representative for this Agreement is:

Name: Delaney Tavoletti Phone Number: 561-243-0747

13. INSURANCE REQUIREMENTS

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

prior to the execution of this Agreement.

14. **INDEMNIFICATION**

CONTRACTOR shall protect, defend, reimburse, indemnify and hold 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 CONTRACTOR.

15. **NOTICES**

All notices required in this Agreement are to be hand delivered or sent by certified mail, return receipt requested.

If sent to COUNTY, such notices are to be addressed:

Palm Beach County Parks and Recreation Department
Attn: Aquatic Programs Coordinator
2700 6th Avenue South
Lake Worth, Florida 33461

If sent to CONTRACTOR, such notices are to be addressed:

Coralytes LLC
6293 Country Fair Circle
Boynton Beach, FL, 33437
561-706-7880

16. **REMEDIES**

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a 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, 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.

17. **NO THIRD PARTY BENEFICIARIES**

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.

18. **AVAILABILITY OF FUNDS**

COUNTY's performance and obligation to pay under this Agreement for subsequent fiscal years is contingent upon annual appropriations for its purpose by the Board of County Commissioners.

19. **ARREARS**

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. CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

20. PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and Contractors 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 F.S. 287.133(3)(a).

21. CRIMINAL HISTORY RECORDS CHECK

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, R2015-0572, and R2024-0549, as may be 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.

22. 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.

23. ACCESS AND AUDITS

If applicable, should any portion of the payments made to CONTRACTOR include CONTRACTOR'S charges, expenses, and costs incurred in estimating and performing the services to be performed hereunder, CONTRACTOR will maintain adequate records to justify all such charges, expenses, and costs for at least five (5) years after the expiration or termination of this Agreement. The COUNTY shall have access to all such books, records, and documents for the purpose of inspection or audit during normal business hours at 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.

24. **ENTIRETY OF CONTRACTUAL AGREEMENT**

COUNTY and 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.

25. **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 R2025-0748, 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, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, disability, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

26. **REGULATION; LICENSING REQUIREMENTS**

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.

27. **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:

- b. Keep and maintain public records required by the County to perform services as provided under this Contract.
- c. 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.
- d. 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 contract term and following completion of the Contract, if the Contractor does not transfer the records to the public agency.

- e. Upon completion of the Contract 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 Contract, 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 Contract, 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.
- f. Failure of the Contractor to comply with the requirements of this article shall be a material breach of this Contract. 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 CONTRACT, 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.

28. 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.

29. 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.

30. **Human Trafficking Affidavit:** CONTRACTOR warrants and represents that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes. CONTRACTOR has executed **Exhibit "C"**, Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS:

By: [Signature] 10/8/25
Signature Date
Director / Assistant Director
Palm Beach County Parks and Recreation Department

If Agreement Value Exceeds \$10,000.00:

County Administrator

[Signature] 10-14-25
Signature Date

WITNESS

CONTRACTOR - Coralytes LLC

[Signature] 9/30/2025
Signature Date
Dylon McDonald-Holland
Print

By: [Signature] 9/30/2025
Signature Date
Caroline Karolinko
Print
Head Coach
Title

APPROVED AS TO
FORM AND LEGAL SUFFICIENCY:

County Attorney

[Signature]
Signature Date

APPROVED AS TO
TERMS & CONDITIONS:

Division Director

[Signature] 10/7/25
Signature Date

EXHIBIT "A"

CONTRACTOR'S Name: Coralytes LLC

CONTRACTOR'S Address for Notices: 6293 Country Fair Circle, Boynton Beach, FL 33437

Description of Services: Provide Synchronized Swimming Program

Location/Facility: Aqua Crest Pool
2503 Seacrest Blvd
Delray Beach, FL, 33444

Term (start/end dates): October 1, 2025 until September 30, 2026

Days of the Week/Time of Activity/Class: Monday- Thursday: 4:00pm- 7:30pm (October-May)
Tue- Friday: 8:30am- 11am (June)
Saturday 8:30am- 1pm (Year-round)

*Palm Beach County reserves the right to request schedule changes to the above for seasonal programs, team trainings, or facility operations/events, by providing Contractor advanced notice at least 24 hours prior to scheduled practice/event start time. Reasonable efforts will made to reschedule cancelled practice(s) with minimal disruptions to the operations of the Parties.

Compensation:
The COUNTY shall pay to the CONTRACTOR, a sum equal to seventy percent (70%) of the gross registration fees collected by the COUNTY for the Services. In no event shall the sum paid to CONTRACTOR exceed the not-to-exceed amount in Article 3.

Aqua Crest Synchronized Swim Team Group	Monthly Fee	*Estimated Number of Participants/Year	Estimated Revenue
Recreational	\$50.00	30	\$1,500.00
Novice (Bronze)	\$100.00	0	\$0
Intermediate (Silver)	\$125.00	190	\$23,750
Junior Olympics	\$175.00	270	\$47,250.00
Total		490	\$72,500.00

*Number of participants varies each month. Minimum and maximum number of participants is determined by COUNTY.

The estimated revenue total earned for this program has been rounded up to \$72,500, with 70% of revenues totaling \$50,750.

Invoices received from the CONTRACTOR pursuant to this Contract will be reviewed and approved by the COUNTY's representative, to verify that services have been rendered in conformity with the Contract. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval.

- Approved fees **not** collected by Palm Beach County BOCC are as follows:
- Meet Fees
 - USA Synchro fees: Registration or Dues
 - Merchandise related fees

Materials, Tools and Equipment:

Supplied by CONTRACTOR: Contractor will provide all necessary supplies.

Are participants being transported as part of the Scope of Service? ☐Yes ☒No

According to Florida Statute Chapter 440, are you required to maintain Workers' Compensation and Employer Liability coverage? ☐Yes ☒No

EXHIBIT "A"

(2 of 2)

Scope of Work:

CONTRACTOR will be responsible for the preparation and administration of training schedules, registering team and individuals with USA Synchronized Swimming, and technical instruction of competitive synchronized swimmers.

CONTRACTOR will supervise swimmers at practices and meets, oversee the entry of swimmers in sanctioned USA Synchronized Swimming competition, and represent the team as a delegate to USA Synchronized Swimming.

CONTRACTOR will follow the facility's established CRITICAL INCIDENT PROCEDURES/ EMERGENCY ACTION PLANS should a serious injury or incident occur at the facility.

CONTRACTOR will ensure that all participants be instructed in the pool rules and safety procedures to ensure that risk of injury or accidents is minimized.

CONTRACTOR and all personnel on site will be certified in American Red Cross Safety Training for Swim Coaches (or Lifeguard Training); First Aid/CPR (equivalent or higher training) and must have access to a first aid kit at all times.

CONTRACTOR will provide copies of any team newsletters, calendars and handbooks to the facility manager and obtain approval from the facility manager for all activities other than existing permitted practice times.

CONTRACTOR will provide the facility manager with a list of registered USA Synchronized Swimming members containing the following information: first name; last name; age; sex; their assigned skill group and what monthly fees are to be assessed that swimmer. All changes to this information must be made monthly and provided to the facility manager on the first of each month.

CONTRACTOR will provide facility manager with bi-weekly attendance figures on the first and third Tuesday of each month.

CONTRACTOR will secure necessary timers, meet officials, and volunteers for the set up, running, take down, and clean up for all swim meets.

CONTRACTOR will recognize and abide by the terms of the Agreement between the COUNTY and the School Board of Palm Beach County for the Mutual Use of Recreation Facilities. (R-2008-2241)

CONTRACTOR must submit written requests for lane space to the facility manager on an annual basis. CONTRACTOR and facility manager will meet on a bi-annual basis to assess annual request. Said requests shall be reviewed by the facility manager and request for said usage shall not be unreasonably withheld. At a minimum, CONTRACTOR will submit to the facility manager quarterly, proposed pool needs and activity schedules. The facility manager will review said schedule and after considering the needs of the general public and other program offerings at the facility make reasonable changes thereto, or agree to the schedule as proposed.

CONTRACTOR will ensure proper use and care of all County equipment used by CONTRACTOR, CONTRACTOR'S staff, and program participants.

CONTRACTOR will ensure that the facility is utilized properly and as scheduled and left clean. It is the CONTRACTOR'S will maintain clean and orderly office and storage areas that have been allocated for the competitive swimming program.

(Remainder of page left blank intentionally)

EXHIBIT "B"
(1 of 2)
INDEPENDENT CONTRACTOR AGREEMENT
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 "B"

(2 of 2)

- ☒ **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: Aquatic Programs Coordinator
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 "C"

NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT
Section 787.06(13), Florida Statutes

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of Coralites LLC
(CONTRACTOR) and attest that CONTRACTOR does not use coercion for labor or services as defined
in section 787.06, Florida Statutes.

Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and
correct.

[Signature]
(signature of officer or representative)

Caroline Karolink Head Coach
(printed name and title of officer or representative)

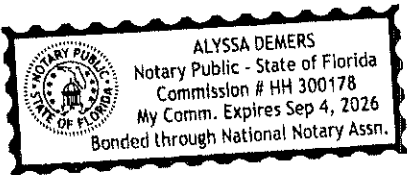
State of Florida, County of Palm Beach

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization this, 30
day of September 2025, by Caroline Karolinko

Personally known ☒ OR produced identification ☐.

Type of identification produced _____.

Alyssa Demers
NOTARY PUBLIC
My Commission Expires:
State of Florida at large



(Notary Seal)



CERTIFICATE OF LIABILITY INSURANCE

UNITSTA-09

LGEORGE

DATE (MM/DD/YYYY)
8/28/2025

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

Loomis & LaPann, Inc.

518-792-6561

228 Glen Street, PO Box 2158

Glens Falls, NY 12801

CONTACT NAME: Lori George

PHONE (A/C, No, Ext): (518) 792-6561

FAX (A/C, No): (518) 792-3426

E-MAIL ADDRESS: lgeorge@loomislapann.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : HDI Global Specialty SE (AA-1340041)		
INSURER B : National Union Fire Ins. Co. of Pittsburgh PA		19445
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED

USA Artistic Swimming & Its Member Clubs

One Olympic Plaza

Colorado Springs, CO 80909

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	X	COMMERCIAL GENERAL LIABILITY		X		HDGL003701702	9/1/2025	9/1/2026	EACH OCCURRENCE	\$ 1,000,000	
		CLAIMS-MADE	X						OCCUR	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
									MED EXP (Any one person)	\$ 5,000	
									PERSONAL & ADV INJURY	\$ 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:								GENERAL AGGREGATE	\$ 3,000,000	
		POLICY	PROJECT	LOC					PRODUCTS - COMP/OP AGG	\$ 1,000,000	
	X	OTHER: Event							Sexual Abuse	\$ 1,000,000	
		AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	\$	
		ANY AUTO OWNED AUTOS ONLY	SCHEDULED AUTOS						BODILY INJURY (Per person)	\$	
		HIRED AUTOS ONLY	NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	\$	
									PROPERTY DAMAGE (Per accident)	\$	
A		UMBRELLA LIAB	X	OCCUR	X	HDEX003701275	9/1/2025	9/1/2026	EACH OCCURRENCE	\$ 2,000,000	
	X	EXCESS LIAB		CLAIMS-MADE					AGGREGATE	\$ 2,000,000	
		DED		RETENTION \$						\$	
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY									
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)				N/A				E.L. EACH ACCIDENT	\$	
	If yes, describe under DESCRIPTION OF OPERATIONS below								E.L. DISEASE - EA EMPLOYEE	\$	
B		Participant Accident				SRG9125077-C	9/1/2025	9/1/2026	E.L. DISEASE - POLICY LIMIT	\$	
									Medical	25,000	

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

EVENT NAME: Palm Beach Coralytes Artistic/Synchronized Swimming Training & Events

EVENT DATE: September 1, 2025 - August 31, 2026

EVENT LOCATION: Aquacrest Pool

Palm Beach County Board of County Commissioners and Caroline Karolinko are named as additional insureds.

CERTIFICATE HOLDER

Palm Beach County Board of County Commissioners

Parks & Recreation

2700 6th Ave. South

Palm Springs, 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

**INDEPENDENT CONTRACTOR AGREEMENT FOR
PALM BEACH COUNTY PARKS & RECREATION DEPARTMENT**

B

THIS INDEPENDENT CONTRACTOR AGREEMENT, hereinafter referred to as the "Agreement," is made and entered into on 14th day of October, 2025, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as "COUNTY," and LB2 Enterprises Inc., an Independent Contractor, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, COUNTY, by and through its Parks and Recreation Department, hereinafter referred to as the "Department," organizes and provides programming activities for the benefit and wellbeing of the general public; and

WHEREAS, the COUNTY desires to make available certain recreational programs, services, classes, and/or activities to its residents by entering into agreements with independent contractors for the provision of such recreational programs, services, classes, and/or activities; and

WHEREAS, the COUNTY and CONTRACTOR desire to clarify and define their responsibilities with regard to providing such services; and

WHEREAS, the recreational programs, services, classes, and/or activities will be conducted by CONTRACTOR and governed by the Department pursuant to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, COUNTY and CONTRACTOR hereby agree as follows:

1. SCOPE OF SERVICES

CONTRACTOR shall furnish the instructional services described on Exhibit "A", which is attached hereto and made a part thereof ("Services"). It is acknowledged and agreed that CONTRACTOR has chosen to provide the Services on the dates and times chosen by CONTRACTOR, and that Exhibit "A" contains the dates, times and locations at which such services shall be provided.

CONTRACTOR affirms that he/she has the knowledge and skills, either by training, experience, education or a combination thereof to adequately and competently perform the Services. CONTRACTOR shall conduct these Services in a careful and responsible manner with due regard for the safety of participants and others that may be affected by the Services or the participants. The materials, tools and equipment for the activity shall be supplied by CONTRACTOR in accordance with Exhibit "A".

2. TERM AND TERMINATION

This Agreement shall commence on retroactively October 1, 2025 and shall terminate on September 30, 2026, and is not subject to extension or renewal. The COUNTY may terminate this Agreement at any time upon written notice to the CONTRACTOR and CONTRACTOR may terminate this Agreement by providing thirty (30) business days advance written notice to the COUNTY. Such notice to be delivered to the Department's authorized representative. The COUNTY shall be liable only for payment for Services performed prior to the effective date of such termination.

3. COMPENSATION

The total amount payable by COUNTY under this Agreement for the services to be performed hereunder is not to exceed Eighty Six Thousand Eight Hundred Seventy Seven (\$86,877.00) dollars.

CONTRACTOR shall be paid on a monthly basis after Services have been rendered in accordance with Exhibit "A" attached hereto. 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. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within (30) days following the COUNTY representative's approval. COUNTY will not include any refunded amounts associated with CONTRACTOR'S Services in its payments to CONTRACTOR.

In order to do business with Palm Beach County, CONTRACTOR is 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.

4. **FEES**

CONTRACTOR shall not charge any fees to the participants other than those in accordance with Exhibit "A" attached hereto. Should CONTRACTOR wish to charge any additional fees to the participants such fees must be approved by the County in advance. CONTRACTOR shall notify the COUNTY of the amount of the additional fees in writing, and if approved by the County such additional fees may be collected by CONTRACTOR. If CONTRACTOR or COUNTY terminates this Agreement prior to the scheduled completion of the Services, the purchased supplies or a pro-rata percentage of the fees collected by CONTRACTOR shall be returned to the participants who had paid such fees.

CONTRACTOR shall not engage in any activity that may result in additional cost to the COUNTY. Any acts or omissions by the CONTRACTOR while performing under this Agreement that create a real or perceived benefit to the COUNTY but have not been accounted for within the COUNTY'S cash management system in accordance with the associated Services shall not entitle the CONTRACTOR to any additional payment. Any and all liability, financial and otherwise, for such acts or omissions shall be at the sole risk of the CONTRACTOR.

5. **REGISTRATION**

The COUNTY, through the Department, shall register all participants for the Services provided by CONTRACTOR and shall collect and record all fees received. In the event of a discrepancy with the amount paid, the decision of the COUNTY is final. CONTRACTOR may request to review any supporting documentation utilized to determine the amount paid.

6. **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 perform the work, and in all respects the CONTRACTOR'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY. The CONTRACTOR does not have the power or authority to bind the COUNTY in any promise, Agreement or representation.

7. **TAXES**

It is acknowledged and agreed that the service to be provided by CONTRACTOR is a professional service and that the COUNTY is neither paying Social Security benefits nor withholding taxes from CONTRACTOR'S compensation for said service. CONTRACTOR assumes sole responsibility for the payment of any and all federal, state, and local taxes as now exist or may hereafter come into being as such taxes may be applicable to the payments made by COUNTY to CONTRACTOR in exchange for the services to be performed hereunder.

Additionally, CONTRACTOR is not eligible to benefit from the COUNTY's Tax Exempt Status. As such, CONTRACTOR is not exempt from the payment of sales taxes to suppliers for any materials as may be used in the performance of CONTRACTOR'S obligations under this Agreement.

8. **SUBCONTRACTING**

CONTRACTOR may not, without the advance written consent of the Department, subcontract or assign any rights, responsibilities or obligations under this Agreement.

9. **PERFORMANCE**

a. CONTRACTOR agrees to:

1. perform the Services set forth herein in accordance with all applicable association/governing body rules and regulations, and in a competent, professional, safe, and responsible manner with full regard for the safety of the participants and the facility;
2. assure that no person other than CONTRACTOR or a qualified employee of CONTRACTOR is engaged in the provision of the Services required to be performed hereunder;
3. provide and maintain, in proper working order and condition, all equipment and materials necessary to conduct the Services to be performed hereunder;
4. inspect the area prior to beginning Services to assure safety standards. In the event of a safety concern, CONTRACTOR is to report such concern immediately to the authorized Department representative and postpone the activity until the Department's representative determines that the concern has been addressed;
5. inspect the area following Services rendered to assure that the area remains in good condition and order;
6. utilize instructional methods and procedures conducive with the Department's purpose, intent, and objective in providing the recreational activity;
7. provide the Department's authorized representative five (5) business days advance notice of all schedule conflicts/changes;
8. immediately notify the Department's authorized representative of any unanticipated absences such as personal/family illnesses; and
9. adhere to applicable Department policies and procedures and all federal, state and local laws and regulations, including Palm Beach County Code, Chapter 21, as may be amended, pertaining to Parks and Recreation.
10. assure that all participants have paid the activity fee; and

11. take attendance during each class and reconcile attendees to activity roster.

b. COUNTY agrees to:

1. maintain the area and associated facilities in a safe and clean condition;
2. conduct registration, collect participation fees, and process refunds for program registrants;
3. provide activity rosters to the CONTRACTOR; and
4. provide compensation to CONTRACTOR pursuant to the terms of this Agreement; and
5. publicize, promote, and advertise the activity when feasible.

10. **POSTPONEMENT OR CANCELLATION OF ACTIVITY**

In the event emergency conditions arise which may affect public safety, the activity may be postponed or cancelled. Such emergency conditions include, but are not limited to, acts of God or issuance of an executive order indicating a state of general emergency. COUNTY, in its sole discretion, will determine the necessity to postpone or cancel the activity and will endeavor to provide CONTRACTOR at least four (4) hours notice of such postponement or cancellation prior to the activity start time. Provided, however, COUNTY's notice of such postponement or cancellation may be given at anytime including during the activity.

In the event COUNTY cancels the activity due to any public safety concern or CONTRACTOR elects to cancel the activity rather than accept a delayed start time, the term of this agreement will be extended upon the same terms and conditions provided that within five (5) days following such occurrence, COUNTY and CONTRACTOR agree upon a rescheduled activity date and time. Such term extension will be effective upon COUNTY's delivery to CONTRACTOR of a written notice specifying the agreed upon rescheduled activity date and time and detailing the circumstances leading to the term extension.

In the event COUNTY and CONTRACTOR are unable to agree upon a rescheduled activity date and time as specified above, this Agreement will terminate without further action or payment.

11. **CANCELLATION, RESCHEDULING AND SUBSTITUTION OF ACTIVITY**

In the event CONTRACTOR fails to perform or otherwise cancels the activity for any reason, including illness, at any time, the term of this agreement may be extended upon the same terms and conditions provided that within five (5) days following such cancellation, COUNTY and CONTRACTOR agree upon a rescheduled activity date and time. Such term extension will be effective upon COUNTY's delivery to CONTRACTOR of a written notice specifying the agreed upon rescheduled activity date and time and detailing the circumstances leading to the term extension.

12. **DEPARTMENT REPRESENTATIVE**

The Department's authorized representative for this Agreement is:

Name: Delaney Tavoletti Phone Number: 561-243-0747

13. **INSURANCE REQUIREMENTS**

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

14. **INDEMNIFICATION**

CONTRACTOR shall protect, defend, reimburse, indemnify and hold 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 CONTRACTOR.

15. **NOTICES**

All notices required in this Agreement are to be hand delivered or sent by certified mail, return receipt requested.

If sent to COUNTY, such notices are to be addressed:

Palm Beach County Parks and Recreation Department
Attn: Aquatic Programs Coordinator
2700 6th Avenue South
Lake Worth, Florida 33461

If sent to CONTRACTOR, such notices are to be addressed:

LB2 Enterprises Inc/ Linda Bostic
8865 SE Compass Island Way
Jupiter, FL 33458
561-373-1440

16. **REMEDIES**

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a 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, 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.

17. **NO THIRD PARTY BENEFICIARIES**

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.

18. **AVAILABILITY OF FUNDS**

COUNTY's performance and obligation to pay under this Agreement for subsequent fiscal years is contingent upon annual appropriations for its purpose by the Board of County Commissioners.

19. **ARREARS**

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. CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

20. **PUBLIC ENTITY CRIMES**

As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof,

CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and Contractors 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 F.S. 287.133(3)(a).

21. CRIMINAL HISTORY RECORDS CHECK

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, R2015-0572, and R2024-0549, as may be 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.

22. 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.

23. ACCESS AND AUDITS

If applicable, should any portion of the payments made to CONTRACTOR include CONTRACTOR'S charges, expenses, and costs incurred in estimating and performing the services to be performed hereunder, CONTRACTOR will maintain adequate records to justify all such charges, expenses, and costs for at least five (5) years after the expiration or termination of this Agreement. The COUNTY shall have access to all such books, records, and documents for the purpose of inspection or audit during normal business hours at 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.

24. ENTIRETY OF CONTRACTUAL AGREEMENT

COUNTY and 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.

25. 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 R2025-0748, 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, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, disability, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

26. REGULATION; LICENSING REQUIREMENTS

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.

27. 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:

- b. Keep and maintain public records required by the County to perform services as provided under this Contract.
- c. 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.
- d. 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 contract term and following completion of the Contract, if the Contractor does not transfer the records to the public agency.
- e. Upon completion of the Contract 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 Contract, 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 Contract, 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.

- f. Failure of the Contractor to comply with the requirements of this article shall be a material breach of this Contract. 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 CONTRACT, 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.

28. 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.

29. 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.

30. **Human Trafficking Affidavit:** CONTRACTOR warrants and represents that is does not use coercion for labor or services as defined in section 787.06, Florida Statutes. CONTRACTOR has executed **Exhibit “C”**, Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS:**

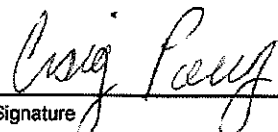
By:  10/8/05
Signature Date
Director / Assistant Director
Palm Beach County Parks and Recreation Department

If Agreement Value Exceeds \$10,000.00:

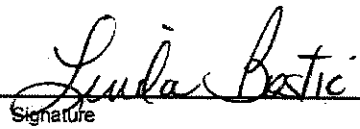
County Administrator

 10-14-25
Signature Date

WITNESS

 9/24/25
Signature Date
Craig Perry
Print

CONTRACTOR - LB2 Enterprises Inc.

By:  9/24/25
Signature Date
Linda Bostic
Print
President - LB2 Enterprises, Inc.
Title

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

County Attorney

 10-6-25
Signature Date

**APPROVED AS TO
TERMS & CONDITIONS:**

Division Director

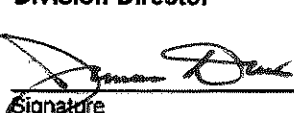
 10/7/25
Signature Date

EXHIBIT "A"
(1 of 2)

CONTRACTOR'S Name:	LB2 Enterprises Inc.
CONTRACTOR'S Address for Notices:	8865 SE Compass Island Way, Jupiter, FL 33458
Description of Services:	Provide Masters Swimming Program
Location/Facility:	Aqua Crest Pool 2503 Seacrest Boulevard Delray Beach, FL 33444
Term (start/end dates):	October 1, 2025/ September 30, 2026
Days of the Week/Time of Activity/Class:	All Year: Mon- Friday 5:45am- 8:15am; Mon- Thur, 6:30pm- 7:45pm, Tue- Fri 9:00am- 10:15am, Saturday 6:00am- 9:00am

*Palm Beach County reserves the right to request schedule changes to the above for seasonal programs, team trainings, or facility operations/events, by providing Contractor advanced notice at least 24 hours prior to scheduled practice/event start time. Reasonable efforts will be made to reschedule cancelled practice(s) with minimal disruptions to the operations of the Parties.

Compensation:
The COUNTY shall pay to the CONTRACTOR, a sum equal to seventy percent (70%) of the gross registration fees collected by the COUNTY for the Services. In no event shall the sum paid to CONTRACTOR exceed the not-to-exceed amount in Article 3.

Palm Beach Masters Swim Team	Fees	*Estimated Number of Participants/Year	Estimated Revenue
Monthly Fee (Unlimited)	\$75	1343	\$100,725
Hardship	\$60	0	\$0
Half Month	\$40	549	\$21,960
Drop in	\$12.00	105	\$1,260
	Total	1997	\$123,945

*Number of participants varies each month. Minimum and maximum number of participants is determined by COUNTY.

The estimated revenue total earned for this program is \$123,945, with 70% of revenue rounded up totaling \$86,877.

Invoices received from the CONTRACTOR pursuant to this Contract will be reviewed and approved by the COUNTY's representative, to verify that services have been rendered in conformity with the Contract. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval.

- Approved Fees **not** collected by Palm Beach county BOCC are as follows:
- USMS Registration Fees
 - USMS Meet fees
 - Merchandise fees

Materials, Tools and Equipment: Supplied by CONTRACTOR: Contractor will provide all necessary supplies.

Are participants being transported as part of the Scope of Service? ☐Yes ☒No

According to Florida Statute Chapter 440, are you required to maintain Workers' Compensation and Employer Liability coverage? ☐Yes ☒No

EXHIBIT “A”

(2 of 2)

Scope of Work:

CONTRACTOR will be responsible for the preparation and administration of training schedules, registering team and individuals with US Masters Swimming, and technical instruction of swimming for fitness, triathletes and competitive swimmers.

CONTRACTOR will supervise swimmers at practices and meets, oversee the entry of swimmers in sanctioned US Masters swimming competition, and represent the team as a delegate to United States Master Swimming.

CONTRACTOR will follow the facility's established CRITICAL INCIDENT PROCEDURES/ EMERGENCY ACTION PLANS should a serious injury or incident occur at the facility.

CONTRACTOR will ensure that all participants be instructed in the pool rules and safety procedures to ensure that risk of injury or accidents is minimized.

CONTRACTOR and all personnel on site will be certified in American Red Cross Safety Training for Swim Coaches (or Lifeguard Training); First Aid/CPR (equivalent or higher training) and must have access to a first aid kit at all times.

CONTRACTOR will provide copies of any team newsletters, calendars and handbooks to the facility manager and obtain approval from the facility manager for all activities other than existing permitted practice times.

CONTRACTOR will provide the facility manager with a list of registered USA Masters Swimming members containing the following information: first name; last name; age; sex; their assigned skill group and what monthly fees are to be assessed that swimmer. All changes to this information must be made monthly and provided to the facility manager on the first of each month.

CONTRACTOR will provide facility manager with bi-weekly attendance figures on the first and third Tuesday of each month.

CONTRACTOR will secure necessary timers, meet officials, and volunteers for the set up, running, take down, and clean up for all swim meets.

CONTRACTOR will recognize and abide by the terms of the Agreement between the COUNTY and the School Board of Palm Beach County for the Mutual Use of Recreation Facilities. (R-2008-2241)

CONTRACTOR must submit written requests for lane space to the facility manager on an annual basis. CONTRACTOR and facility manager will meet on a bi-annual basis to assess annual request. Said requests shall be reviewed by the facility manager and request for said usage shall not be unreasonably withheld. At a minimum, CONTRACTOR will submit to the facility manager quarterly, proposed pool needs and activity schedules. The facility manager will review said schedule and after considering the needs of the general public and other program offerings at the facility make reasonable changes thereto, or agree to the schedule as proposed.

CONTRACTOR will ensure proper use and care of all County equipment used by CONTRACTOR, CONTRACTOR'S staff, and program participants.

CONTRACTOR will ensure that the facility is utilized properly and as scheduled and left clean. It is the CONTRACTOR'S will maintain clean and orderly office and storage areas that have been allocated for the competitive swimming program.

EXHIBIT "B"
(1 of 2)
INDEPENDENT CONTRACTOR AGREEMENT
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 “B”
(2 of 2)

☒ **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: Aquatic Programs Coordinator
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 "C"

NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT
Section 787.06(13), Florida Statutes

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of LB2 Enterprises, Inc.
(CONTRACTOR) and attest that CONTRACTOR does not use coercion for labor or services as defined
in section 787.06, Florida Statutes.

Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and
correct.

Linda Bostic
(signature of officer or representative)

Linda Bostic - President LB2 Enterprises, Inc.
(printed name and title of officer or representative)

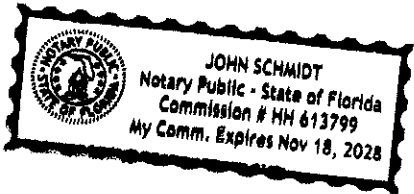
State of Florida, County of Palm Beach

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization this, 24th
day of September, 2025, by Linda Bostic.

Personally known ☐ OR produced identification ☒.

Type of identification produced FL D L.

[Signature]
NOTARY PUBLIC
My Commission Expires:
State of Florida at large



(Notary Seal)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/17/2025

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
Insurance Office of America, Inc.
1855 West State Road 434
Longwood FL 32750

INSURED
U.S. Masters Swimming, Inc.
8388 South Tamiami Trail, Suite 221
Sarasota FL 34238

CONTACT NAME: Melinda Romero
PHONE (A/C, No, Ext):
E-MAIL: melinda.romero@ioausa.com
ADDRESS: melinda.romero@ioausa.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	United States Fire Insurance Company	21113
INSURER B:	Accredited Surety and Casualty Company, Inc.	26379
INSURER C:	HDI Global Specialty SE	
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 788787217

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
B	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY ☐ PRO-JECT ☐ LOC ☒ OTHER: Sanctioned Event	Y	Y	1-RSL-FL-17-01538607-01	10/1/2025	10/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ 2,000,000 \$ 5,000 \$ 2,000,000 \$ 4,000,000 \$ 2,000,000 \$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) \$ \$ \$ \$ \$
B	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$ OCCUR CLAIMS-MADE	Y	Y	1-RSL-FL-17-01538608-01	10/1/2025	10/1/2026	EACH OCCURRENCE AGGREGATE \$ 3,000,000 \$ 3,000,000 \$
	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 \$ \$ \$ \$
A C	Participant Accident Full Excess Excess of \$3M Primary			US2166873 HDHX003701607	10/1/2025 10/1/2025	10/1/2026 10/1/2026	Each Injury Occurrence/Aggregate 25,000 5,000,000

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

Coverage applies only to the United States Masters Swimming (USMS) sanctioned events specified on this certificate, and only if the club or workout group shown on this certificate is a member in good standing with USMS at the time of the event.

The General Liability policy includes \$2,000,000 Each Incident/\$4,000,000 Aggregate - Abuse & Molestation Coverage. Participant Legal Liability is included within the limits on the General Liability Policy. Certificate Holder is listed as an Additional Insured per Form RSCG 0303 0921. Deductible on Participant Accident is "0"

Palm Beach Masters (PBM), USMS Registered Club Workouts

CERTIFICATE HOLDER

CANCELLATION

Palm Beach County Board of County Commissioners
c/o Parks and Recreation Department
2700 Sixth Avenue South
Lake Worth FL 33461
United States

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



+ View Full Image

Palm Beach Masters

Palm Beach Masters is the 2021 USMS Local Club National Champions and 2017 USMS Club of the Year, located at 3 beautiful outdoor pools in Jupiter, West Palm Beach and Delray Beach, FL! Palm Beach Masters has an inspiring team atmosphere with excellent coaches who organize motivating workouts, competitions, clinics and social functions. Adult swimmers of all abilities who want to improve their fitness, develop better technique, or train for any swimming competition are welcome. Additionally, open water training sessions are

Join USMS Now

Club Contact

Linda Irish Bostic
561-373-1440
palmbeachmasters@gmail.com
[Visit Club Website](#)

Club Designations



USMS Certified Coach



USMS Certified ALTs Instructor



scheduled during optimal weather months. In the month of April, we offer Adult Learn to Swim lessons! Come join the Wahoo Life!

Practice Information

See website, www.PalmBeachMasters.org , for our up-to-date practice schedule.

Connect With Us



 **Aqua Crest Pool**
2503 Seacrest Boulevard
Delray Beach, FL 33444

 **Delray Beach Pavillion**
1-23 South Ocean Boulevard
Delray Beach, FL 33483

 **Jupiter Island Intracoastal Waterway**
1600 South Beach Road
Tequesta, FL 33469

 **Lake Lytal Family Aquatic Center**
3645 Gun Club Road
West Palm Beach, FL 33406

 **Loggerhead Park**
14200 U.S. Highway 1
Juno Beach, FL 33408

 **North County Aquatic Complex**
861 Toney Penna Drive
Jupiter, FL 33458

C

**INDEPENDENT CONTRACTOR AGREEMENT FOR
PALM BEACH COUNTY PARKS & RECREATION DEPARTMENT**

THIS INDEPENDENT CONTRACTOR AGREEMENT, hereinafter referred to as the "Agreement," is made and entered into on 14th day of October, 2025, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as "COUNTY," and LLL Swimming, LLC, an Independent Contractor, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, COUNTY, by and through its Parks and Recreation Department, hereinafter referred to as the "Department," organizes and provides programming activities for the benefit and wellbeing of the general public; and

WHEREAS, the COUNTY desires to make available certain recreational programs, services, classes, and/or activities to its residents by entering into agreements with independent contractors for the provision of such recreational programs, services, classes, and/or activities; and

WHEREAS, the COUNTY and CONTRACTOR desire to clarify and define their responsibilities with regard to providing such services; and

WHEREAS, the recreational programs, services, classes, and/or activities will be conducted by CONTRACTOR and governed by the Department pursuant to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, COUNTY and CONTRACTOR hereby agree as follows:

1. SCOPE OF SERVICES

CONTRACTOR shall furnish the instructional services described on Exhibit "A", which is attached hereto and made a part thereof ("Services"). It is acknowledged and agreed that CONTRACTOR has chosen to provide the Services on the dates and times chosen by CONTRACTOR, and that Exhibit "A" contains the dates, times and locations at which such services shall be provided.

CONTRACTOR affirms that he/she has the knowledge and skills, either by training, experience, education or a combination thereof to adequately and competently perform the Services. CONTRACTOR shall conduct these Services in a careful and responsible manner with due regard for the safety of participants and others that may be affected by the Services or the participants. The materials, tools and equipment for the activity shall be supplied by CONTRACTOR in accordance with Exhibit "A".

2. TERM AND TERMINATION

This Agreement shall commence retroactively on October 1, 2025 and shall terminate on September 30, 2026, and is not subject to extension or renewal. The COUNTY may terminate this Agreement at any time upon written notice to the CONTRACTOR and CONTRACTOR may terminate this Agreement by providing thirty (30) business days advance written notice to the COUNTY. Such notice to be delivered to the Department's authorized representative. The COUNTY shall be liable only for payment for Services performed prior to the effective date of such termination.

3. COMPENSATION

The total amount payable by COUNTY under this Agreement for the services to be performed hereunder is not to exceed Ninety One Thousand One Hundred (\$91,100.00) dollars.

CONTRACTOR shall be paid on a monthly basis after Services have been rendered in accordance with Exhibit "A" attached hereto. 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. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within (30) days following the COUNTY representative's approval. COUNTY will not include any refunded amounts associated with CONTRACTOR'S Services in its payments to CONTRACTOR.

In order to do business with Palm Beach County, CONTRACTOR is 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.

4. **FEES**

CONTRACTOR shall not charge any fees to the participants other than those in accordance with Exhibit "A" attached hereto. Should CONTRACTOR wish to charge any additional fees to the participants such fees must be approved by the County in advance. CONTRACTOR shall notify the COUNTY of the amount of the additional fees in writing, and if approved by the County such additional fees may be collected by CONTRACTOR. If CONTRACTOR or COUNTY terminates this Agreement prior to the scheduled completion of the Services, the purchased supplies or a pro-rata percentage of the fees collected by CONTRACTOR shall be returned to the participants who had paid such fees.

CONTRACTOR shall not engage in any activity that may result in additional cost to the COUNTY. Any acts or omissions by the CONTRACTOR while performing under this Agreement that create a real or perceived benefit to the COUNTY but have not been accounted for within the COUNTY'S cash management system in accordance with the associated Services shall not entitle the CONTRACTOR to any additional payment. Any and all liability, financial and otherwise, for such acts or omissions shall be at the sole risk of the CONTRACTOR.

5. **REGISTRATION**

The COUNTY, through the Department, shall register all participants for the Services provided by CONTRACTOR and shall collect and record all fees received. In the event of a discrepancy with the amount paid, the decision of the COUNTY is final. CONTRACTOR may request to review any supporting documentation utilized to determine the amount paid.

6. **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 perform the work, and in all respects the CONTRACTOR'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY. The CONTRACTOR does not have the power or authority to bind the COUNTY in any promise, Agreement or representation.

7. **TAXES**

It is acknowledged and agreed that the service to be provided by CONTRACTOR is a professional service and that the COUNTY is neither paying Social Security benefits nor withholding taxes from CONTRACTOR'S compensation for said service. CONTRACTOR assumes sole responsibility for the payment of any and all federal, state, and local taxes as now exist or may hereafter come into being as such taxes may be applicable to the payments made by COUNTY to CONTRACTOR in exchange for the services to be performed hereunder.

Additionally, CONTRACTOR is not eligible to benefit from the COUNTY's Tax Exempt Status. As such, CONTRACTOR is not exempt from the payment of sales taxes to suppliers for any materials as may be used in the performance of CONTRACTOR'S obligations under this Agreement.

8. **SUBCONTRACTING**

CONTRACTOR may not, without the advance written consent of the Department, subcontract or assign any rights, responsibilities or obligations under this Agreement.

9. **PERFORMANCE**

a. CONTRACTOR agrees to:

1. perform the Services set forth herein in accordance with all applicable association/governing body rules and regulations, and in a competent, professional, safe, and responsible manner with full regard for the safety of the participants and the facility;
2. assure that no person other than CONTRACTOR or a qualified employee of CONTRACTOR is engaged in the provision of the Services required to be performed hereunder;
3. provide and maintain, in proper working order and condition, all equipment and materials necessary to conduct the Services to be performed hereunder;
4. inspect the area prior to beginning Services to assure safety standards. In the event of a safety concern, CONTRACTOR is to report such concern immediately to the authorized Department representative and postpone the activity until the Department's representative determines that the concern has been addressed;
5. inspect the area following Services rendered to assure that the area remains in good condition and order;
6. utilize instructional methods and procedures conducive with the Department's purpose, intent, and objective in providing the recreational activity;
7. provide the Department's authorized representative five (5) business days advance notice of all schedule conflicts/changes;
8. immediately notify the Department's authorized representative of any unanticipated absences such as personal/family illnesses; and
9. adhere to applicable Department policies and procedures and all federal, state and local laws and regulations, including Palm Beach County Code, Chapter 21, as may be amended, pertaining to Parks and Recreation.

10. assure that all participants have paid the activity fee; and

11. take attendance during each class and reconcile attendees to activity roster.

b. COUNTY agrees to:

1. maintain the area and associated facilities in a safe and clean condition;
2. conduct registration, collect participation fees, and process refunds for program registrants;
3. provide activity rosters to the CONTRACTOR; and
4. provide compensation to CONTRACTOR pursuant to the terms of this Agreement; and
5. publicize, promote, and advertise the activity when feasible.

10. POSTPONEMENT OR CANCELLATION OF ACTIVITY

In the event emergency conditions arise which may affect public safety, the activity may be postponed or cancelled. Such emergency conditions include, but are not limited to, acts of God or issuance of an executive order indicating a state of general emergency. COUNTY, in its sole discretion, will determine the necessity to postpone or cancel the activity and will endeavor to provide CONTRACTOR at least four (4) hours notice of such postponement or cancellation prior to the activity start time. Provided, however, COUNTY's notice of such postponement or cancellation may be given at anytime including during the activity.

In the event COUNTY cancels the activity due to any public safety concern or CONTRACTOR elects to cancel the activity rather than accept a delayed start time, the term of this agreement will be extended upon the same terms and conditions provided that within five (5) days following such occurrence, COUNTY and CONTRACTOR agree upon a rescheduled activity date and time. Such term extension will be effective upon COUNTY's delivery to CONTRACTOR of a written notice specifying the agreed upon rescheduled activity date and time and detailing the circumstances leading to the term extension.

In the event COUNTY and CONTRACTOR are unable to agree upon a rescheduled activity date and time as specified above, this Agreement will terminate without further action or payment.

11. CANCELLATION, RESCHEDULING AND SUBSTITUTION OF ACTIVITY

In the event CONTRACTOR fails to perform or otherwise cancels the activity for any reason, including illness, at any time, the term of this agreement may be extended upon the same terms and conditions provided that within five (5) days following such cancellation, COUNTY and CONTRACTOR agree upon a rescheduled activity date and time. Such term extension will be effective upon COUNTY's delivery to CONTRACTOR of a written notice specifying the agreed upon rescheduled activity date and time and detailing the circumstances leading to the term extension.

12. DEPARTMENT REPRESENTATIVE

The Department's authorized representative for this Agreement is:

Name: Victoria Bennett Phone Number: 561-233-1484

13. INSURANCE REQUIREMENTS

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

prior to the execution of this Agreement.

14. INDEMNIFICATION

CONTRACTOR shall protect, defend, reimburse, indemnify and hold 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 CONTRACTOR.

15. NOTICES

All notices required in this Agreement are to be hand delivered or sent by certified mail, return receipt requested.

If sent to COUNTY, such notices are to be addressed:

Palm Beach County Parks and Recreation Department
Attn: Aquatic Programs Coordinator
2700 6th Avenue South
Lake Worth, Florida 33461

If sent to CONTRACTOR, such notices are to be addressed:

LLL Swimming, LLC / Peter Ninivaggi
7901 Nile River Rd
West Palm Beach, FL 33411
516-835-3463

16. REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a 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, 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.

17. NO THIRD PARTY BENEFICIARIES

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.

18. AVAILABILITY OF FUNDS

COUNTY's performance and obligation to pay under this Agreement for subsequent fiscal years is contingent upon annual appropriations for its purpose by the Board of County Commissioners.

19. ARREARS

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. CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

20. PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and Contractors 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 F.S. 287.133(3)(a).

21. CRIMINAL HISTORY RECORDS CHECK

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, R2015-0572, and R2024-0549, as may be 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.

22. 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.

23. ACCESS AND AUDITS

If applicable, should any portion of the payments made to CONTRACTOR include CONTRACTOR'S charges, expenses, and costs incurred in estimating and performing the services to be performed hereunder, CONTRACTOR will maintain adequate records to justify all such charges, expenses, and costs for at least five (5) years after the expiration or termination of this Agreement. The COUNTY shall have access to all such books, records, and documents for the purpose of inspection or audit during normal business hours at 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.

24. ENTIRETY OF CONTRACTUAL AGREEMENT

COUNTY and 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.

25. 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 R2025-0748, 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, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, disability, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

26. REGULATION; LICENSING REQUIREMENTS

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.

27. 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:

- b. Keep and maintain public records required by the County to perform services as provided under this Contract.
- c. 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.
- d. 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 contract term and following completion of the Contract, if the Contractor does not transfer the records to the public agency.

- e. Upon completion of the Contract 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 Contract, 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 Contract, 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.
- f. Failure of the Contractor to comply with the requirements of this article shall be a material breach of this Contract. 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 CONTRACT, 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.

28. 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.

29. 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.

30. **Human Trafficking Affidavit:** CONTRACTOR warrants and represents that is does not use coercion for labor or services as defined in section 787.06, Florida Statutes. CONTRACTOR has executed **Exhibit “C”**, Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS:**

By: [Signature] 10/8/25
Signature Date
Director / Assistant Director
Palm Beach County Parks and Recreation Department

If Agreement Value Exceeds \$10,000.00:

County Administrator

[Signature] 10-14-25
Signature Date

WITNESS

CONTRACTOR - LLL Swimming, LLC

[Signature] 9/20/25
Signature Date
Julian Sosa
Print

By: [Signature] 9/20/25
Signature Date
Peter Ninivaggi
Print
Manager
Title

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

County Attorney

[Signature] 10-6-25
Signature Date

**APPROVED AS TO
TERMS & CONDITIONS:**

Division Director

[Signature] 10/7/25
Signature Date

EXHIBIT “A”
(1 of 3)

CONTRACTOR'S Name:	Peter Ninivaggi LLL Swimming, LLC
CONTRACTOR'S Address for Notices:	7901 Nile River Rd West Palm Beach, FL 33411
Description of Services:	Provide US Club Swimming Program
Location/Facility:	Lake Lytal Pool 3645 Lake Lytal Park Dr West Palm Beach, FL 33406
Term (start/end dates):	October 1, 2025/ September 30, 2026
Days of the Week/Time of Activity/Class:	June- August: Mon-Friday 6:30am- 8:00am, All Year: Saturday 6:00am-9:00am, and 4:00pm-7:45pm

*Palm Beach County reserves the right to request schedule changes to the above for seasonal programs, team trainings, or facility operations/events, by providing Contractor advanced notice at least 24 hours prior to scheduled practice/event start time. Reasonable efforts will made to reschedule cancelled practice(s) with minimal disruptions to the operations of the Parties.

Compensation:
The COUNTY shall pay to the CONTRACTOR, a sum equal to seventy percent (70%) of the gross registration fees collected by the COUNTY for the Services. In no event shall the sum paid to CONTRACTOR exceed the not-to-exceed amount in Article 3.

Lightning Swim Team Fees/ LLPOOL	Monthly Fees	*Estimated Number of Participants/Year	Estimated Revenue
Red Group	\$100	134	\$13,400
Bronze Group	\$110	293	\$32,230
Developmental Senior	\$120	345	\$41,400
Advanced Senior	\$130	276	\$35,880
National Development	\$155	0	\$
Developmental HS	\$110	40	\$4,400
Half Month / 2 Stroke clinic	\$75	30	\$2,250
Stroke Clinic 1:1	\$35	5	\$175
Stroke Clinic Group	\$50	8	\$400
	TOTAL	1131	\$130,135

*Number of participants varies each month. Minimum and maximum number of participants is determined by COUNTY.

The estimated revenue total earned for this program has been rounded up to \$130,142, with 70% of revenues totaling \$91,100.

Invoices received from the CONTRACTOR pursuant to this Contract will be reviewed and approved by the COUNTY's representative, to verify that services have been rendered in conformity with the Contract. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval.

Approved Fees **not** collected by Palm Beach county BOCC are as follows:

- USA Swimming Registration Fees
- USA Swimming Meet Fees
- Equipment/ clothing for practice or events

Materials, Tools and Equipment:
Supplied by CONTRACTOR: Contractor will provide all necessary supplies.

Are participants being transported as part of the Scope of Service? ☐Yes ☒No

According to Florida Statute Chapter 440, are you required to maintain
Workers' Compensation and Employer Liability coverage? ☐Yes ☒No

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EXHIBIT "A"

(2 of 2)

Scope of Work:

CONTRACTOR will be responsible for the preparation and administration of training schedules, registering team and individuals with USA Swimming, and technical instruction of competitive swimmers.

CONTRACTOR will supervise swimmers at practices and meets, oversee the entry of swimmers in sanctioned USA swimming competition, and represent the team as a delegate to the Florida Gold Coast Association of United States Swimming.

CONTRACTOR will follow the facility's established CRITICAL INCIDENT PROCEDURES/ EMERGENCY ACTION PLANS should a serious injury or incident occur at the facility.

CONTRACTOR will ensure that all participants be instructed in the pool rules and safety procedures to ensure that risk of injury or accidents is minimized.

CONTRACTOR and all personnel on site will be certified in American Red Cross Safety Training for Swim Coaches (or Lifeguard Training); First Aid/CPR (equivalent or higher training) and must have access to a first aid kit at all times.

CONTRACTOR will provide copies of any team newsletters, calendars and handbooks to the facility manager and obtain approval from the facility manager for all activities other than existing permitted practice times.

CONTRACTOR will provide the facility manager with a list of registered USA Swimming members containing the following information: first name; last name; age; sex; their assigned skill group and what monthly fees are to be assessed that swimmer. All changes to this information must be made monthly and provided to the facility manager on the first of each month.

CONTRACTOR will provide facility manager with bi-weekly attendance figures on the first and third Tuesday of each month.

CONTRACTOR will secure necessary timers, meet officials, and volunteers for the set up, running, take down, and clean up for all swim meets.

CONTRACTOR will recognize and abide by the terms of the Agreement between the COUNTY and the School Board of Palm Beach County for the Mutual Use of Recreation Facilities. (R-2008-2241)

CONTRACTOR must submit written requests for lane space to the facility manager on an annual basis. CONTRACTOR and facility manager will meet on a bi-annual basis to assess annual request. Said requests shall be reviewed by the facility manager and request for said usage shall not be unreasonably withheld. At a minimum, CONTRACTOR will submit to the facility manager quarterly, proposed pool needs and activity schedules. The facility manager will review said schedule and after considering the needs of the general public and other program offerings at the facility make reasonable changes thereto, or agree to the schedule as proposed.

CONTRACTOR will ensure proper use and care of all County equipment used by CONTRACTOR, CONTRACTOR'S staff, and program participants.

CONTRACTOR will ensure that the facility is utilized properly and as scheduled and left clean. It is the CONTRACTOR'S will maintain clean and orderly office and storage areas that have been allocated for the competitive swimming program.

(1 of 2)
INDEPENDENT CONTRACTOR AGREEMENT
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 "B"

(2 of 2)

☒ **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: Aquatic Programs Coordinator_
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 "C"

NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT
Section 787.06(13), Florida Statutes

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of LLL Swimming
(CONTRACTOR) and attest that CONTRACTOR does not use coercion for labor or services as defined
in section 787.06, Florida Statutes.

Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and
correct.

Peter Nivaggi
(signature of officer or representative)

Peter Nivaggi, Manager
(printed name and title of officer or representative)

State of Florida, County of Palm Beach

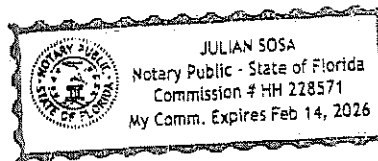
Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization this, 20th
day of September, 2025, by Peter Nivaggi.

Personally known ☐ OR produced identification ☒.

Type of identification produced Florida Driver License

[Signature]
NOTARY PUBLIC

My Commission Expires: Feb, 14, 2026
State of Florida at large



(Notary Seal)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/31/2024

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

Insurance Office of America
1855 W. State Road 434
Longwood FL 32750

INSURED

USA Swimming, Inc.; USA Swimming Foundation, and USA Swimming Local Swimming Committees & Member Clubs
1 Olympic Plaza
Colorado Springs CO 80909-5780

CONTACT NAME:

PHONE (A/C, No, Ext):

FAX (A/C, No):

E-MAIL ADDRESS: usascoi@loausa.com

INSURER(S) AFFORDING COVERAGE

INSURER A : Accredited Surety and Casualty Company, Inc.

INSURER B : United States Fire Insurance Company

INSURER C :

INSURER D :

INSURER E :

INSURER F :

NAIC #

26379

21113

COVERAGES CERTIFICATE NUMBER: 935668026 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	X	COMMERCIAL GENERAL LIABILITY	Y	Y	1-RSL-CO-17-01538639-00	1/1/2025	1/1/2026	EACH OCCURRENCE	\$ 2,000,000
		CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 2,000,000
								MED EXP (Any one person)	\$ 5,000
								PERSONAL & ADV INJURY	\$ 2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 4,000,000
		☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	X	OTHER: Event						Abuse/Molestation	\$ 2,000,000
		AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
		ANY AUTO						BODILY INJURY (Per person)	\$
		OWNED AUTOS ONLY						BODILY INJURY (Per accident)	\$
		HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
		SCHEDULED AUTOS							\$
		NON-OWNED AUTOS ONLY							\$
A		UMBRELLA LIAB	Y	Y	1-RSL-CO-17-01538640-00	1/1/2025	1/1/2026	EACH OCCURRENCE	\$ 3,000,000
	X	EXCESS LIAB						AGGREGATE	\$ 3,000,000
		DED RETENTION \$							\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT	\$
		If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
								E.L. DISEASE - POLICY LIMIT	\$
B		Participant Accident			US1929937	1/1/2025	1/1/2026	Excess Medical	50,000

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

Verification of General Liability and Excess Liability coverage for COVERED ACTIVITIES: Abuse and Molestation Aggregate on the General Liability policy is \$4,000,000. Medical Expense Coverage applies to Office Premises and Event Spectators only. General Liability policy includes a 30 Day Notice of Cancellation per policy provisions.

Other Insureds includes the following: Individual Members of USA Swimming, Inc., while acting in that capacity; Group Members, including Member Clubs, of USA Swimming, Inc. while acting in that capacity but solely as respects to "bodily injury" and "property damage" arising from "covered activities" for which a group member has received approval from USA Swimming, Inc. or its authorized representative.

See Attached...

CERTIFICATE HOLDER

Board of County Commissioners Palm Beach
2700 6th Avenue South
West Palm Beach 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

John Buckart

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ADDITIONAL REMARKS SCHEDULE

AGENCY Insurance Office of America		NAMED INSURED USA Swimming, Inc.; USA Swimming Foundation, and USA Swimming Local Swimming Committees & Member Clubs 1 Olympic Plaza Colorado Springs CO 80909-5780	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Covered Activities (For Commerical General Liability Coverage)
With respect to USA Swimming, Inc. Member Clubs, Group Members, Member Coaches, and Member Officials (all if in good standing); volunteers and additional insured owner/lessors of premises, sponsors and co-promoters, coverage hereunder for these entities applies only to:

1) Swimming meets that have been issued a written Sanction (pursuant to USA Swimming Rule 202.4 and Rule 202.5) or Approval (pursuant to USA Swimming Rule 202.6). Approved meets means a competition where an Approval is issued by USA Swimming, Inc., or one of the USA Swimming, Inc. Local Swimming Committees for swimming meets conducted in conformance with USA Swimming, Inc. technical rules in which members and non-members may compete, including foreign meets under the USA Swimming, Inc. open border policy. USA Swimming, Inc. member clubs that either host or participate in a swimming meet that has been issued a Sanction or Approval or participate in an open border competition will be considered an insured provided that all of its athletes competing and coaches on deck are members of USA Swimming, Inc. in good standing.

2) Swimming practices, dry land training activities, camps, and learn to swim programs where all swimmers are members of USA Swimming, Inc. or U.S. Masters Swimming, Inc. and are conducted under direct and active supervision of a USA Swimming, Inc. member coach in good standing. Dry land training activities mean weight training, running, calisthenics, and exercise machine training, and any other training activities for which an insured has received approval from USA Swimming, Inc. or its authorized representative.

3) USA Swimming, Inc. Swim-A Thons sponsored by or registered with USA Swimming, Inc.

4) Social events and fund-raising activities that are events or activities for which an insured has received approval from USA Swimming, Inc. or its authorized representative.

5) Swimming tryouts. Swimming Tryouts mean swimming practices where a swimmer(s) who is not and who has never been a member of USA Swimming, Inc. participates in swimming activities with a USA Swimming, Inc. member club for a period not to exceed thirty days from the first day of practice to determine the swimmer's interest in becoming a member of USA Swimming, Inc. Tryout swimmers may not participate in more than one tryout period within the same twelve month span.

6) Safety Training for Swim Coaches, CPR, and Lifeguard Certifications of USA Swimming, Inc. member coaches and/or USA Swimming, Inc. members completing requirements to become member coaches, conducted by USA Swimming, Inc. member coaches that are member representatives of one of the approved agencies listed on the USA Swimming, Inc. Swim Training for Swim Coaches In-Water Skills Checklist.

7) USA Swimming official members in good standing attending an Observed Swim Meet (pursuant to USA Swimming Rule 202.8). An Observed Swim Meet is defined as a swim meet observed by an assigned USA Swimming, Inc. official(s) for conformance with USA Swimming, Inc. technical rules in a meet conducted under rules other than USA Swimming rules.

8) "Organized practices" that have been reported and a premium has been paid for. Organized practices are defined as recreation league meets hosted by USA Swimming member club with community teams that are not USA Swimming member teams.

The Certificate Holder is included as an Additional Insured on a Primary and Non-Contributory basis as required by written agreement. Waiver of Subrogation applies per written agreement.

Member Club: Lake Lytal Lightning
RE: USA Swimming Sanctioned competition & Swim practice



DIVE IN

FIND A TEAM & LESSONS

JOIN USA SWIMMING TODAY
FIND A TEAM OR LEARN TO SWIM

Welcome to the new Find A Team! Here you can find one of 2,800+ USA Swimming clubs and hundreds of Learn to Swim programs to join the competitive side of the sport (indicated by blue pins on the map). Contact these programs directly to learn about the many options about how to join USA Swimming and enjoy swimming at any level!

For more information on this map, please [click here](#)

33411	Finder Type ☒ USA Swimming Club ☐ Learn To Swim	Club Excellence Level ☒ None ☒ Bronze ☒ Silver ☒ Gold
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Full-Page Aquatic Center
West Palm Beach, FL 33411-3226

Wahoo's of Wellington

Wellington Aquatic Complex
Wellington, FL 33414-5727



Lake Lytal Lightning

Lake Lytal Pool
West Palm Beach, FL 33406-3013

North Palm Beach Swim Club

North Palm Beach Country Club
North Palm Beach, FL 33408

Jupiter Dragons Swim Team

North County Aquatic Center
Jupiter, FL 33458-7538



SWIM LESSON PROVIDER NETWORK

To distinguish these providers, we designate them as part of USA Swimming’s Swim Lesson Provider Network, as these swim lesson providers go above and beyond to

D

**INDEPENDENT CONTRACTOR AGREEMENT FOR
PALM BEACH COUNTY PARKS & RECREATION DEPARTMENT**

THIS INDEPENDENT CONTRACTOR AGREEMENT, hereinafter referred to as the "Agreement," is made and entered into on 14th day of October, 2025, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as "COUNTY," and LB2 Enterprises Inc., an Independent Contractor, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, COUNTY, by and through its Parks and Recreation Department, hereinafter referred to as the "Department," organizes and provides programming activities for the benefit and wellbeing of the general public; and

WHEREAS, the COUNTY desires to make available certain recreational programs, services, classes, and/or activities to its residents by entering into agreements with independent contractors for the provision of such recreational programs, services, classes, and/or activities; and

WHEREAS, the COUNTY and CONTRACTOR desire to clarify and define their responsibilities with regard to providing such services; and

WHEREAS, the recreational programs, services, classes, and/or activities will be conducted by CONTRACTOR and governed by the Department pursuant to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, COUNTY and CONTRACTOR hereby agree as follows:

1. SCOPE OF SERVICES

CONTRACTOR shall furnish the instructional services described on Exhibit "A", which is attached hereto and made a part thereof ("Services"). It is acknowledged and agreed that CONTRACTOR has chosen to provide the Services on the dates and times chosen by CONTRACTOR, and that Exhibit "A" contains the dates, times and locations at which such services shall be provided.

CONTRACTOR affirms that he/she has the knowledge and skills, either by training, experience, education or a combination thereof to adequately and competently perform the Services. CONTRACTOR shall conduct these Services in a careful and responsible manner with due regard for the safety of participants and others that may be affected by the Services or the participants. The materials, tools and equipment for the activity shall be supplied by CONTRACTOR in accordance with Exhibit "A".

2. TERM AND TERMINATION

This Agreement shall commence retroactively on October 1, 2025 and shall terminate on September 30, 2026, and is not subject to extension or renewal. The COUNTY may terminate this Agreement at any time upon written notice to the CONTRACTOR and CONTRACTOR may terminate this Agreement by providing thirty (30) business days advance written notice to the COUNTY. Such notice to be delivered to the Department's authorized representative. The COUNTY shall be liable only for payment for Services performed prior to the effective date of such termination.

3. COMPENSATION

The total amount payable by COUNTY under this Agreement for the services to be performed hereunder is not to exceed Thirty Thousand Two Hundred Eighty (\$30,280.00) dollars.

CONTRACTOR shall be paid on a monthly basis after Services have been rendered in accordance with Exhibit "A" attached hereto. 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. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within (30) days following the COUNTY representative's approval. COUNTY will not include any refunded amounts associated with CONTRACTOR'S Services in its payments to CONTRACTOR.

In order to do business with Palm Beach County, CONTRACTOR is 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.

4. **FEES**

CONTRACTOR shall not charge any fees to the participants other than those in accordance with Exhibit "A" attached hereto. Should CONTRACTOR wish to charge any additional fees to the participants such fees must be approved by the County in advance. CONTRACTOR shall notify the COUNTY of the amount of the additional fees in writing, and if approved by the County such additional fees may be collected by CONTRACTOR. If CONTRACTOR or COUNTY terminates this Agreement prior to the scheduled completion of the Services, the purchased supplies or a pro-rata percentage of the fees collected by CONTRACTOR shall be returned to the participants who had paid such fees.

CONTRACTOR shall not engage in any activity that may result in additional cost to the COUNTY. Any acts or omissions by the CONTRACTOR while performing under this Agreement that create a real or perceived benefit to the COUNTY but have not been accounted for within the COUNTY'S cash management system in accordance with the associated Services shall not entitle the CONTRACTOR to any additional payment. Any and all liability, financial and otherwise, for such acts or omissions shall be at the sole risk of the CONTRACTOR.

5. **REGISTRATION**

The COUNTY, through the Department, shall register all participants for the Services provided by CONTRACTOR and shall collect and record all fees received. In the event of a discrepancy with the amount paid, the decision of the COUNTY is final. CONTRACTOR may request to review any supporting documentation utilized to determine the amount paid.

6. **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 perform the work, and in all respects the CONTRACTOR'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY. The CONTRACTOR does not have the power or authority to bind the COUNTY in any promise, Agreement or representation.

7. **TAXES**

It is acknowledged and agreed that the service to be provided by CONTRACTOR is a professional service and that the COUNTY is neither paying Social Security benefits nor withholding taxes from CONTRACTOR'S compensation for said service. CONTRACTOR assumes sole responsibility for the payment of any and all federal, state, and local taxes as now exist or may hereafter come into being as such taxes may be applicable to the payments made by COUNTY to CONTRACTOR in exchange for the services to be performed hereunder.

Additionally, CONTRACTOR is not eligible to benefit from the COUNTY's Tax Exempt Status. As such, CONTRACTOR is not exempt from the payment of sales taxes to suppliers for any materials as may be used in the performance of CONTRACTOR'S obligations under this Agreement.

8. **SUBCONTRACTING**

CONTRACTOR may not, without the advance written consent of the Department, subcontract or assign any rights, responsibilities or obligations under this Agreement.

9. **PERFORMANCE**

a. CONTRACTOR agrees to:

1. perform the Services set forth herein in accordance with all applicable association/governing body rules and regulations, and in a competent, professional, safe, and responsible manner with full regard for the safety of the participants and the facility;
2. assure that no person other than CONTRACTOR or a qualified employee of CONTRACTOR is engaged in the provision of the Services required to be performed hereunder;
3. provide and maintain, in proper working order and condition, all equipment and materials necessary to conduct the Services to be performed hereunder;
4. inspect the area prior to beginning Services to assure safety standards. In the event of a safety concern, CONTRACTOR is to report such concern immediately to the authorized Department representative and postpone the activity until the Department's representative determines that the concern has been addressed;
5. inspect the area following Services rendered to assure that the area remains in good condition and order;
6. utilize instructional methods and procedures conducive with the Department's purpose, intent, and objective in providing the recreational activity;
7. provide the Department's authorized representative five (5) business days advance notice of all schedule conflicts/changes;
8. immediately notify the Department's authorized representative of any unanticipated absences such as personal/family illnesses; and
9. adhere to applicable Department policies and procedures and all federal, state and local laws and regulations, including Palm Beach County Code, Chapter 21, as may be amended, pertaining to Parks and Recreation.
10. assure that all participants have paid the activity fee; and

11. take attendance during each class and reconcile attendees to activity roster.

b. COUNTY agrees to:

1. maintain the area and associated facilities in a safe and clean condition;
2. conduct registration, collect participation fees, and process refunds for program registrants;
3. provide activity rosters to the CONTRACTOR; and
4. provide compensation to CONTRACTOR pursuant to the terms of this Agreement; and
5. publicize, promote, and advertise the activity when feasible.

10. POSTPONEMENT OR CANCELLATION OF ACTIVITY

In the event emergency conditions arise which may affect public safety, the activity may be postponed or cancelled. Such emergency conditions include, but are not limited to, acts of God or issuance of an executive order indicating a state of general emergency. COUNTY, in its sole discretion, will determine the necessity to postpone or cancel the activity and will endeavor to provide CONTRACTOR at least four (4) hours notice of such postponement or cancellation prior to the activity start time. Provided, however, COUNTY's notice of such postponement or cancellation may be given at anytime including during the activity.

In the event COUNTY cancels the activity due to any public safety concern or CONTRACTOR elects to cancel the activity rather than accept a delayed start time, the term of this agreement will be extended upon the same terms and conditions provided that within five (5) days following such occurrence, COUNTY and CONTRACTOR agree upon a rescheduled activity date and time. Such term extension will be effective upon COUNTY's delivery to CONTRACTOR of a written notice specifying the agreed upon rescheduled activity date and time and detailing the circumstances leading to the term extension.

In the event COUNTY and CONTRACTOR are unable to agree upon a rescheduled activity date and time as specified above, this Agreement will terminate without further action or payment.

11. CANCELLATION, RESCHEDULING AND SUBSTITUTION OF ACTIVITY

In the event CONTRACTOR fails to perform or otherwise cancels the activity for any reason, including illness, at any time, the term of this agreement may be extended upon the same terms and conditions provided that within five (5) days following such cancellation, COUNTY and CONTRACTOR agree upon a rescheduled activity date and time. Such term extension will be effective upon COUNTY's delivery to CONTRACTOR of a written notice specifying the agreed upon rescheduled activity date and time and detailing the circumstances leading to the term extension.

12. DEPARTMENT REPRESENTATIVE

The Department's authorized representative for this Agreement is:

Name: Victoria Bennett Phone Number: 561-233-1484

13. INSURANCE REQUIREMENTS

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

14. **INDEMNIFICATION**

CONTRACTOR shall protect, defend, reimburse, indemnify and hold 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 CONTRACTOR.

15. **NOTICES**

All notices required in this Agreement are to be hand delivered or sent by certified mail, return receipt requested.

If sent to COUNTY, such notices are to be addressed:

Palm Beach County Parks and Recreation Department
Attn: Aquatic Programs Coordinator
2700 6th Avenue South
Lake Worth, Florida 33461

If sent to CONTRACTOR, such notices are to be addressed:

LB2 Enterprises Inc/ Linda Bostic
8865 SE Compass Island Way
Jupiter, FL 33458
561-373-1440

16. **REMEDIES**

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a 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, 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.

17. **NO THIRD PARTY BENEFICIARIES**

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.

18. **AVAILABILITY OF FUNDS**

COUNTY's performance and obligation to pay under this Agreement for subsequent fiscal years is contingent upon annual appropriations for its purpose by the Board of County Commissioners.

19. **ARREARS**

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. CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

20. **PUBLIC ENTITY CRIMES**

As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof,

CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and Contractors 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 F.S. 287.133(3)(a).

21. CRIMINAL HISTORY RECORDS CHECK

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, R2015-0572, and R2024-0549, as may be 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.

22. 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.

23. ACCESS AND AUDITS

If applicable, should any portion of the payments made to CONTRACTOR include CONTRACTOR'S charges, expenses, and costs incurred in estimating and performing the services to be performed hereunder, CONTRACTOR will maintain adequate records to justify all such charges, expenses, and costs for at least five (5) years after the expiration or termination of this Agreement. The COUNTY shall have access to all such books, records, and documents for the purpose of inspection or audit during normal business hours at 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.

24. **ENTIRETY OF CONTRACTUAL AGREEMENT**

COUNTY and 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.

25. **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 R2025-0748, 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, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, disability, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

26. **REGULATION; LICENSING REQUIREMENTS**

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.

27. **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:

- b. Keep and maintain public records required by the County to perform services as provided under this Contract.
- c. 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.
- d. 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 contract term and following completion of the Contract, if the Contractor does not transfer the records to the public agency.
- e. Upon completion of the Contract 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 Contract, 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 Contract, 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.

- f. Failure of the Contractor to comply with the requirements of this article shall be a material breach of this Contract. 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 CONTRACT, 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.

28. 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.

29. 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.

30. **Human Trafficking Affidavit:** CONTRACTOR warrants and represents that is does not use coercion for labor or services as defined in section 787.06, Florida Statutes. CONTRACTOR has executed **Exhibit "C"**, Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS:**

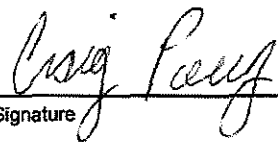
By:  10/8/25
Signature Date
Director / Assistant Director
Palm Beach County Parks and Recreation Department

If Agreement Value Exceeds \$10,000.00:

County Administrator

 10-14-25
Signature Date

WITNESS

 9/24/25
Signature Date
Craig Perry
Print

CONTRACTOR - LB2 Enterprises Inc.

By:  9/24/25
Signature Date
Linda Bostic
Print
President - LB2 Enterprises, Inc.
Title

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

County Attorney

 10-6-25
Signature Date

**APPROVED AS TO
TERMS & CONDITIONS:**

Division Director

 10/7/25
Signature Date

EXHIBIT “A”
(1 of 2)

CONTRACTOR’S Name: LB2 Enterprises Inc

CONTRACTOR’S Address for Notices: 8865 SE Compass Island Way, Jupiter, FL 33458

Description of Services: Provide Masters Swimming Program

Location/Facility: Lake Lytal Pool
3645 Gun Club Rd
West Palm Beach, FL 33406

Term (start/end dates): October 1, 2025/ September 30, 2026

Days of the Week/Time of Activity/Class: All Year: Monday- Friday: 5am-7:30am, Saturday: 8:15-9:30am

*Palm Beach County reserves the right to request schedule changes to the above for seasonal programs, team trainings, or facility operations/events, by providing Contractor advanced notice at least 24 hours prior to scheduled practice/event start time. Reasonable efforts will made to reschedule cancelled practice(s) with minimal disruptions to the operations of the Parties.

Compensation:
The COUNTY shall pay to the CONTRACTOR, a sum equal to seventy percent (70%) of the gross registration fees collected by the COUNTY for the Services. In no event shall the sum paid to CONTRACTOR exceed the not-to-exceed amount in Article 3.

Palm Beach Masters Swim Team	Fees	*Estimated Number of Participants/Year	Estimated Revenue
Monthly Fee (Unlimited)	\$75	481	\$36,075
Hardship	\$60		\$
Half Month	\$40	176	\$7,040
Drop in	\$12	11	\$132
	Total	668	\$43,247

*Number of participants varies each month. Minimum and maximum number of participants is determined by COUNTY.

The estimated revenue total earned for this program is \$43,247, with 70% of revenues rounded to totaling \$30,280.

Invoices received from the CONTRACTOR pursuant to this Contract will be reviewed and approved by the COUNTY’s representative, to verify that services have been rendered in conformity with the Contract. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative’s approval.

Approved Fees **not** collected by Palm Beach county BOCC are as follows:

- USMS Registration Fees
- USMS Meet fees
- Merchandise fees

Materials, Tools and Equipment:

Supplied by CONTRACTOR: Contractor will provide all necessary supplies.

Are participants being transported as part of the Scope of Service? ☐Yes ☒No

According to Florida Statute Chapter 440, are you required to maintain Workers’ Compensation and Employer Liability coverage? ☐Yes ☒No

EXHIBIT “A”

(2 of 2)

Scope of Work:

CONTRACTOR will be responsible for the preparation and administration of training schedules, registering team and individuals with US Masters Swimming, and technical instruction of swimming for fitness, triathletes and competitive swimmers.

CONTRACTOR will supervise swimmers at practices and meets, oversee the entry of swimmers in sanctioned US Masters swimming competition, and represent the team as a delegate to United States Master Swimming.

CONTRACTOR will follow the facility's established CRITICAL INCIDENT PROCEDURES/ EMERGENCY ACTION PLANS should a serious injury or incident occur at the facility.

CONTRACTOR will ensure that all participants be instructed in the pool rules and safety procedures to ensure that risk of injury or accidents is minimized.

CONTRACTOR and all personnel on site will be certified in American Red Cross Safety Training for Swim Coaches (or Lifeguard Training); First Aid/CPR (equivalent or higher training) and must have access to a first aid kit at all times.

CONTRACTOR will provide copies of any team newsletters, calendars and handbooks to the facility manager and obtain approval from the facility manager for all activities other than existing permitted practice times.

CONTRACTOR will provide the facility manager with a list of registered USA Masters Swimming members containing the following information: first name; last name; age; sex; their assigned skill group and what monthly fees are to be assessed that swimmer. All changes to this information must be made monthly and provided to the facility manager on the first of each month.

CONTRACTOR will provide facility manager with bi-weekly attendance figures on the first and third Tuesday of each month.

CONTRACTOR will secure necessary timers, meet officials, and volunteers for the set up, running, take down, and clean up for all swim meets.

CONTRACTOR will recognize and abide by the terms of the Agreement between the COUNTY and the School Board of Palm Beach County for the Mutual Use of Recreation Facilities. (R-2008-2241)

CONTRACTOR must submit written requests for lane space to the facility manager on an annual basis.

CONTRACTOR and facility manager will meet on a bi-annual basis to assess annual request. Said requests shall be reviewed by the facility manager and request for said usage shall not be unreasonably withheld. At a minimum, CONTRACTOR will submit to the facility manager quarterly, proposed pool needs and activity schedules. The facility manager will review said schedule and after considering the needs of the general public and other program offerings at the facility, make reasonable changes thereto, or agree to the schedule as proposed.

CONTRACTOR will ensure proper use and care of all County equipment used by CONTRACTOR, CONTRACTOR'S staff, and program participants.

CONTRACTOR will ensure that the facility is utilized properly and as scheduled and left clean. It is the CONTRACTOR'S will maintain clean and orderly office and storage areas that have been allocated for the competitive swimming program.

EXHIBIT "B"
(1 of 2)
INDEPENDENT CONTRACTOR AGREEMENT
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 "B"

(2 of 2)

- ☒ **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: Aquatic Programs Coordinator
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 "C"

NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT
Section 787.06(13), Florida Statutes

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of L B 2 Enterprises, Inc.
(CONTRACTOR) and attest that CONTRACTOR does not use coercion for labor or services as defined
in section 787.06, Florida Statutes.

Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and
correct.

Linda Bostic
(signature of officer or representative)

Linda Bostic - President, L B 2 Enterprises, Inc
(printed name and title of officer or representative)

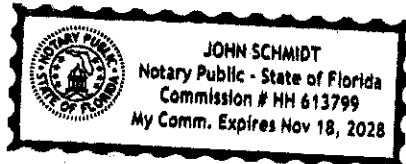
State of Florida, County of Palm Beach

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization this, 24th
day of September 2025, by Linda Bostic.

Personally known ☐ OR produced identification ☒.

Type of identification produced FL DL.

[Signature]
NOTARY PUBLIC
My Commission Expires:
State of Florida at large



(Notary Seal)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/17/2025

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 Insurance Office of America, Inc. 1855 West State Road 434 Longwood FL 32750	CONTACT NAME: Melinda Romero	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS: melinda.romero@ioausa.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : United States Fire Insurance Company	
	INSURER B : Accredited Surety and Casualty Company, Inc.	
INSURED U.S. Masters Swimming, Inc. 8388 South Tamiami Trail, Suite 221 Sarasota FL 34238	INSURER C : HDI Global Specialty SE	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: 788787217 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
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☒ OTHER: Sanctioned Event	Y	Y	1-RSL-FL-17-01538607-01	10/1/2025	10/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ 2,000,000 \$ 5,000 \$ 2,000,000 \$ 4,000,000 \$ 2,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) \$ \$ \$ \$ \$
B	UMBRELLA LIAB ☒ EXCESS LIAB ☒ OCCUR ☐ CLAIMS-MADE DED RETENTION \$	Y	Y	1-RSL-FL-17-01538608-01	10/1/2025	10/1/2026	EACH OCCURRENCE AGGREGATE \$ 3,000,000 \$ 3,000,000 \$
	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 \$ \$ \$
A C	Participant Accident Full Excess Excess of \$3M Primary			US2166873 HDHX003701607	10/1/2025 10/1/2025	10/1/2026 10/1/2026	Each Injury Occurrence/Aggregate 25,000 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Coverage applies only to the United States Masters Swimming (USMS) sanctioned events specified on this certificate, and only if the club or workout group shown on this certificate is a member in good standing with USMS at the time of the event.
The General Liability policy includes \$2,000,000 Each Incident/\$4,000,000 Aggregate - Abuse & Molestation Coverage. Participant Legal Liability is included within the limits on the General Liability Policy. Certificate Holder is listed as an Additional Insured per Form RSCG 0303 0921. Deductible on Participant Accident is "0"

Palm Beach Masters (PBM), USMS Registered Club Workouts

CERTIFICATE HOLDER	CANCELLATION
Palm Beach County Board of County Commissioners c/o Parks and Recreation Department 2700 Sixth Avenue South Lake Worth FL 33461 United States	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 John Buckart



+ View Full Image

Palm Beach Masters

Palm Beach Masters is the 2021 USMS Local Club National Champions and 2017 USMS Club of the Year, located at 3 beautiful outdoor pools in Jupiter, West Palm Beach and Delray Beach, FL! Palm Beach Masters has an inspiring team atmosphere with excellent coaches who organize motivating workouts, competitions, clinics and social functions. Adult swimmers of all abilities who want to improve their fitness, develop better technique, or train for any swimming competition are welcome. Additionally, open water training sessions are

Join USMS Now

Club Contact

Linda Irish Bostic
561-373-1440
palmbeachmasters@gmail.com
[Visit Club Website](#)

Club Designations



USMS Certified Coach



USMS Certified ALTS Instructor



USA Swimming Foundation



USA Swimming

scheduled during optimal weather months. In the month of April, we offer Adult Learn to Swim lessons! Come join the Wahoo Life!

Connect With Us

Practice Information

See website, www.PalmBeachMasters.org , for our up-to-date practice schedule.



 Aqua Crest Pool

2503 Seacrest Boulevard
Delray Beach, FL 33444

 Delray Beach Pavillion

1-23 South Ocean Boulevard
Delray Beach, FL 33483

 Jupiter Island Intracoastal Waterway

1600 South Beach Road
Tequesta, FL 33469

 Lake Lytal Family Aquatic Center

3645 Gun Club Road
West Palm Beach, FL 33406

 Loggerhead Park

14200 U.S. Highway 1
Juno Beach, FL 33408

 North County Aquatic Complex

861 Toney Penna Drive
Jupiter, FL 33458

**INDEPENDENT CONTRACTOR AGREEMENT FOR
PALM BEACH COUNTY PARKS & RECREATION DEPARTMENT**

E

THIS INDEPENDENT CONTRACTOR AGREEMENT, hereinafter referred to as the "Agreement," is made and entered into on 14th day of October, 2025, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as "COUNTY," and Jupiter Diving Academy, LLC, an Independent Contractor, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, COUNTY, by and through its Parks and Recreation Department, hereinafter referred to as the "Department," organizes and provides programming activities for the benefit and wellbeing of the general public; and

WHEREAS, the COUNTY desires to make available certain recreational programs, services, classes, and/or activities to its residents by entering into agreements with independent contractors for the provision of such recreational programs, services, classes, and/or activities; and

WHEREAS, the COUNTY and CONTRACTOR desire to clarify and define their responsibilities with regard to providing such services; and

WHEREAS, the recreational programs, services, classes, and/or activities will be conducted by CONTRACTOR and governed by the Department pursuant to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, COUNTY and CONTRACTOR hereby agree as follows:

1. SCOPE OF SERVICES

CONTRACTOR shall furnish the instructional services described on Exhibit "A", which is attached hereto and made a part thereof ("Services"). It is acknowledged and agreed that CONTRACTOR has chosen to provide the Services on the dates and times chosen by CONTRACTOR, and that Exhibit "A" contains the dates, times and locations at which such services shall be provided.

CONTRACTOR affirms that he/she has the knowledge and skills, either by training, experience, education or a combination thereof to adequately and competently perform the Services. CONTRACTOR shall conduct these Services in a careful and responsible manner with due regard for the safety of participants and others that may be affected by the Services or the participants. The materials, tools and equipment for the activity shall be supplied by CONTRACTOR in accordance with Exhibit "A".

2. TERM AND TERMINATION

This Agreement shall commence retroactively on October 1, 2025 and shall terminate on September 30, 2026, and is not subject to extension or renewal. The COUNTY may terminate this Agreement at any time upon written notice to the CONTRACTOR and CONTRACTOR may terminate this Agreement by providing thirty (30) business days advance written notice to the COUNTY. Such notice to be delivered to the Department's authorized representative. The COUNTY shall be liable only for payment for Services performed prior to the effective date of such termination.

3. COMPENSATION

The total amount payable by COUNTY under this Agreement for the services to be performed hereunder is not to exceed Fifty Seven Thousand One Hundred Sixty Three (\$57,163.00) dollars.

CONTRACTOR shall be paid on a monthly basis after Services have been rendered in accordance with Exhibit "A" attached hereto. 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. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within (30) days following the COUNTY representative's approval. COUNTY will not include any refunded amounts associated with CONTRACTOR'S Services in its payments to CONTRACTOR.

In order to do business with Palm Beach County, CONTRACTOR is 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.

4. **FEES**

CONTRACTOR shall not charge any fees to the participants other than those in accordance with Exhibit "A" attached hereto. Should CONTRACTOR wish to charge any additional fees to the participants such fees must be approved by the County in advance. CONTRACTOR shall notify the COUNTY of the amount of the additional fees in writing, and if approved by the County such additional fees may be collected by CONTRACTOR. If CONTRACTOR or COUNTY terminates this Agreement prior to the scheduled completion of the Services, the purchased supplies or a pro-rata percentage of the fees collected by CONTRACTOR shall be returned to the participants who had paid such fees.

CONTRACTOR shall not engage in any activity that may result in additional cost to the COUNTY. Any acts or omissions by the CONTRACTOR while performing under this Agreement that create a real or perceived benefit to the COUNTY but have not been accounted for within the COUNTY'S cash management system in accordance with the associated Services shall not entitle the CONTRACTOR to any additional payment. Any and all liability, financial and otherwise, for such acts or omissions shall be at the sole risk of the CONTRACTOR.

5. **REGISTRATION**

The COUNTY, through the Department, shall register all participants for the Services provided by CONTRACTOR and shall collect and record all fees received. In the event of a discrepancy with the amount paid, the decision of the COUNTY is final. CONTRACTOR may request to review any supporting documentation utilized to determine the amount paid.

6. **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 perform the work, and in all respects the CONTRACTOR'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY. The CONTRACTOR does not have the power or authority to bind the COUNTY in any promise, Agreement or representation.

7. **TAXES**

It is acknowledged and agreed that the service to be provided by CONTRACTOR is a professional service and that the COUNTY is neither paying Social Security benefits nor withholding taxes from CONTRACTOR'S compensation for said service. CONTRACTOR assumes sole responsibility for the payment of any and all federal, state, and local taxes as now exist or may hereafter come into being as such taxes may be applicable to the payments made by COUNTY to CONTRACTOR in exchange for the services to be performed hereunder.

Additionally, CONTRACTOR is not eligible to benefit from the COUNTY's Tax Exempt Status. As such, CONTRACTOR is not exempt from the payment of sales taxes to suppliers for any materials as may be used in the performance of CONTRACTOR'S obligations under this Agreement.

8. **SUBCONTRACTING**

CONTRACTOR may not, without the advance written consent of the Department, subcontract or assign any rights, responsibilities or obligations under this Agreement.

9. **PERFORMANCE**

a. CONTRACTOR agrees to:

1. perform the Services set forth herein in accordance with all applicable association/governing body rules and regulations, and in a competent, professional, safe, and responsible manner with full regard for the safety of the participants and the facility;
2. assure that no person other than CONTRACTOR or a qualified employee of CONTRACTOR is engaged in the provision of the Services required to be performed hereunder;
3. provide and maintain, in proper working order and condition, all equipment and materials necessary to conduct the Services to be performed hereunder;
4. inspect the area prior to beginning Services to assure safety standards. In the event of a safety concern, CONTRACTOR is to report such concern immediately to the authorized Department representative and postpone the activity until the Department's representative determines that the concern has been addressed;
5. inspect the area following Services rendered to assure that the area remains in good condition and order;
6. utilize instructional methods and procedures conducive with the Department's purpose, intent, and objective in providing the recreational activity;
7. provide the Department's authorized representative five (5) business days advance notice of all schedule conflicts/changes;
8. immediately notify the Department's authorized representative of any unanticipated absences such as personal/family illnesses; and
9. adhere to applicable Department policies and procedures and all federal, state and local laws and regulations, including Palm Beach County Code, Chapter 21, as may be amended, pertaining to Parks and Recreation.

10. assure that all participants have paid the activity fee; and

11. take attendance during each class and reconcile attendees to activity roster.

b. COUNTY agrees to:

1. maintain the area and associated facilities in a safe and clean condition;
2. conduct registration, collect participation fees, and process refunds for program registrants;
3. provide activity rosters to the CONTRACTOR; and
4. provide compensation to CONTRACTOR pursuant to the terms of this Agreement; and
5. publicize, promote, and advertise the activity when feasible.

10. **POSTPONEMENT OR CANCELLATION OF ACTIVITY**

In the event emergency conditions arise which may affect public safety, the activity may be postponed or cancelled. Such emergency conditions include, but are not limited to, acts of God or issuance of an executive order indicating a state of general emergency. COUNTY, in its sole discretion, will determine the necessity to postpone or cancel the activity and will endeavor to provide CONTRACTOR at least four (4) hours notice of such postponement or cancellation prior to the activity start time. Provided, however, COUNTY's notice of such postponement or cancellation may be given at anytime including during the activity.

In the event COUNTY cancels the activity due to any public safety concern or CONTRACTOR elects to cancel the activity rather than accept a delayed start time, the term of this agreement will be extended upon the same terms and conditions provided that within five (5) days following such occurrence, COUNTY and CONTRACTOR agree upon a rescheduled activity date and time. Such term extension will be effective upon COUNTY's delivery to CONTRACTOR of a written notice specifying the agreed upon rescheduled activity date and time and detailing the circumstances leading to the term extension.

In the event COUNTY and CONTRACTOR are unable to agree upon a rescheduled activity date and time as specified above, this Agreement will terminate without further action or payment.

11. **CANCELLATION, RESCHEDULING AND SUBSTITUTION OF ACTIVITY**

In the event CONTRACTOR fails to perform or otherwise cancels the activity for any reason, including illness, at any time, the term of this agreement may be extended upon the same terms and conditions provided that within five (5) days following such cancellation, COUNTY and CONTRACTOR agree upon a rescheduled activity date and time. Such term extension will be effective upon COUNTY's delivery to CONTRACTOR of a written notice specifying the agreed upon rescheduled activity date and time and detailing the circumstances leading to the term extension.

12. **DEPARTMENT REPRESENTATIVE**

The Department's authorized representative for this Agreement is:

Name: Craig Perry Phone Number: 561-745-0839

13. **INSURANCE REQUIREMENTS**

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

prior to the execution of this Agreement.

14. INDEMNIFICATION

CONTRACTOR shall protect, defend, reimburse, indemnify and hold 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 CONTRACTOR.

15. NOTICES

All notices required in this Agreement are to be hand delivered or sent by certified mail, return receipt requested.

If sent to COUNTY, such notices are to be addressed:

Palm Beach County Parks and Recreation Department
Attn: Aquatic Programs Coordinator
2700 6th Avenue South
Lake Worth, Florida 33461

If sent to CONTRACTOR, such notices are to be addressed:

Jupiter Diving Academy, LLC
17560 Cinquez Park Rd E
Jupiter, FL 33458
832-470-9818

16. REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a 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, 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.

17. NO THIRD PARTY BENEFICIARIES

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.

18. AVAILABILITY OF FUNDS

COUNTY's performance and obligation to pay under this Agreement for subsequent fiscal years is contingent upon annual appropriations for its purpose by the Board of County Commissioners.

19. ARREARS

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. CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

20. **PUBLIC ENTITY CRIMES**

As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and Contractors 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 F.S. 287.133(3)(a).

21. **CRIMINAL HISTORY RECORDS CHECK**

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, R2015-0572, and R2024-0549, as may be 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.

22. **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.

23. **ACCESS AND AUDITS**

If applicable, should any portion of the payments made to CONTRACTOR include CONTRACTOR'S charges, expenses, and costs incurred in estimating and performing the services to be performed hereunder, CONTRACTOR will maintain adequate records to justify all such charges, expenses, and costs for at least five (5) years after the expiration or termination of this Agreement. The COUNTY shall have access to all such books, records, and documents for the purpose of inspection or audit during normal business hours at 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.

24. ENTIRETY OF CONTRACTUAL AGREEMENT

COUNTY and 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.

25. 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 R2025-0748, 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, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, disability, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

26. REGULATION; LICENSING REQUIREMENTS

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.

27. 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:

- b. Keep and maintain public records required by the County to perform services as provided under this Contract.
- c. 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.
- d. 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 contract term and following completion of the Contract, if the Contractor does not transfer the records to the public agency.

- e. Upon completion of the Contract 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 Contract, 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 Contract, 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.
- f. Failure of the Contractor to comply with the requirements of this article shall be a material breach of this Contract. 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 CONTRACT, 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.

28. 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.

29. 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

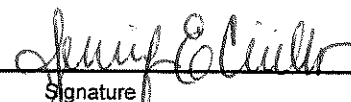
(1) year from the date on which this Agreement was terminated. In the event of such contract termination, CONTRACTOR shall also be liable for any additional costs incurred by COUNTY as a result of the termination.

30. **Human Trafficking Affidavit:** CONTRACTOR warrants and represents that is does not use coercion for labor or services as defined in section 787.06, Florida Statutes. CONTRACTOR has executed **Exhibit “C”**, Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference

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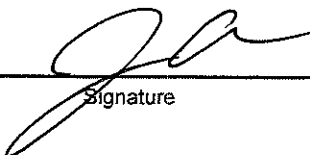
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS:**

By:  10/8/2025
Signature Date
Director / Assistant Director
Palm Beach County Parks and Recreation Department

If Agreement Value Exceeds \$10,000.00:

County Administrator

 10-14-25
Signature Date

WITNESS

 9/30/25
Signature Date
Ethan Farrant
Print

CONTRACTOR - Jupiter Diving Academy, LLC

By:  9/30/25
Signature Date
Kristin Fuhr
Print
Head Diving Coach, owner
Title

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

County Attorney

 10-6-25
Signature Date

**APPROVED AS TO
TERMS & CONDITIONS:**

Division Director

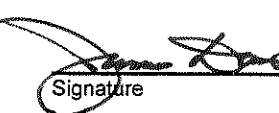
 10/7/25
Signature Date

EXHIBIT "A"

Page 1 of 2

CONTRACTOR'S Name:	Kristen Fuhr
CONTRACTOR'S Address for Notices:	17560 Cinquez Park Rd E, Jupiter, FL 33458
Description of Services:	Provide US Club Diving Program
Location/Facility:	North County Aquatic Complex 861 Toney Penna Drive Jupiter, FL 33458
Term (start/end dates):	October 1, 2025/ September 30, 2026
Days of the Week/Time of Activity/Class:	All Year: Mon- Friday: 3:30- 7:30pm, Saturdays: 8:00am-11:00am, June-August: 7:30am-11:00am Scheduled Mornings: Homeschool Group

*Palm Beach County reserves the right to request schedule changes to the above for seasonal programs, team trainings, or facility operations/events, by providing Contractor advanced notice at least 24 hours prior to scheduled practice/event start time. Reasonable efforts will made to reschedule cancelled practice(s) with minimal disruptions to the operations of the Parties.

Compensation:
The COUNTY shall pay to the CONTRACTOR, a sum equal to seventy percent (70%) of the gross registration fees collected by the COUNTY for the Services. In no event shall the sum paid to CONTRACTOR exceed the not-to-exceed amount in Article 3.

Jupiter Diving Academy Fees/ NCAC	Monthly Fees	*Estimated Number of Participants/Year	Estimated Revenue
JO III	\$175.00	165	\$28,875.00
JO IV	\$250.00	80	\$20,000.00
JO V	\$300.00	73	\$21,900.00
Learn to Dive	\$150.00	53	\$7,950.00
Privates (per hour)	\$80.00	35	\$2,800.00
	Total	406	\$81,525.00

*Number of participants varies each month. Minimum and maximum number of participants is determined by COUNTY.

The estimated revenue total earned for this program has been rounded up to \$81,661 with 70% of revenues totaling \$57,163.

Invoices received from the CONTRACTOR pursuant to this Contract will be reviewed and approved by the COUNTY's representative, to verify that services have been rendered in conformity with the Contract. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval.

Approved Fees not collected by Palm Beach county BOCC are as follows:

- US Diving Registration Fees
- US Diving Meet Fees
- Merchandise Related Fees

Materials, Tools and Equipment:
Supplied by CONTRACTOR: Contractor will provide all necessary supplies.

Are participants being transported as part of the Scope of Service? ☐Yes ☒No

According to Florida Statute Chapter 440, are you required to maintain Workers' Compensation and Employer Liability coverage? ☐Yes ☒No

EXHIBIT "A"

(2 of 2)

Scope of Work:

CONTRACTOR will inspect all diving platforms and dryland equipment on a daily basis and fill out the inspection log.

CONTRACTOR will notify the Facility Manager of any issues or safety concerns as soon as they become apparent.

CONTRACTOR will be responsible for the preparation and administration of training schedules, registering team and individuals with USA Diving, and technical instruction of competitive and recreational divers.

CONTRACTOR will supervise divers at practices and meets, oversee the entry of divers in sanctioned USA Diving competition, and represent the team as a delegate to the Florida Gold Coast Association of United States Diving.

CONTRACTOR will follow the facility's established CRITICAL INCIDENT PROCEDURES/ EMERGENCY ACTION PLANS should a serious injury or incident occur at the facility.

CONTRACTOR will ensure that all participants be instructed in the pool rules, dryland rules and safety procedures to ensure that risk of injury or accidents is minimized.

CONTRACTOR and all personnel on site will be certified in American Red Cross Safety Training for Swim Coaches (or Lifeguard Training); First Aid/CPR (equivalent or higher training) and must have access to a first aid kit at all times.

CONTRACTOR will provide copies of any team newsletters, calendars and handbooks to the facility manager and obtain approval from the facility manager for all activities other than existing permitted practice times.

CONTRACTOR will provide the facility manager with a list of registered USA Diving members containing the following information: first name; last name; age; sex; their assigned skill group and what monthly fees are to be assessed that swimmer. All changes to this information must be made monthly and provided to the facility manager on the first of each month.

CONTRACTOR will provide facility manager with bi-weekly attendance figures on the first and third Tuesday of each month.

CONTRACTOR will secure necessary judges, meet officials, and volunteers for the set up, running, take down, and clean up for all dive meets.

CONTRACTOR will recognize and abide by the terms of the Agreement between the COUNTY and the School Board of Palm Beach County for the Mutual Use of Recreation Facilities. (R-2008-2241)

CONTRACTOR must submit written requests for lane space to the facility manager on an annual basis. CONTRACTOR and facility manager will meet on a bi-annual basis to assess annual request. Said requests shall be reviewed by the facility manager and request for said usage shall not be unreasonably withheld. At a minimum, CONTRACTOR will submit to the facility manager quarterly, proposed pool needs and activity schedules. The facility manager will review said schedule and after considering the needs of the general public and other program offerings at the facility make reasonable changes thereto, or agree to the schedule as proposed.

CONTRACTOR will ensure proper use and care of all County equipment used by CONTRACTOR, CONTRACTOR'S staff, and program participants.

CONTRACTOR will ensure that the facility is utilized properly and as scheduled and left clean. CONTRACTOR'S will maintain clean and orderly office and storage areas that have been allocated for the competitive diving program.

EXHIBIT "B"
(1 of 2)
INDEPENDENT CONTRACTOR AGREEMENT
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 "B"

(2 of 2)

- ☒ **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: Aquatic Programs Coordinator
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 "C"

NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT
Section 787.06(13), Florida Statutes

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of Jupiter Diving Academy
(CONTRACTOR) and attest that CONTRACTOR does not use coercion for labor or services as defined
in section 787.06, Florida Statutes.

Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and
correct.

Kristin Fuhr
(signature of officer or representative)

Kristin Fuhr, Head Diving Coach and
(printed name and title of officer or representative) owner

State of Florida, County of Palm Beach

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization this, ____
30th day of September 2023, by Kristin Fuhr.

Personally known ☐ OR produced identification ☒.

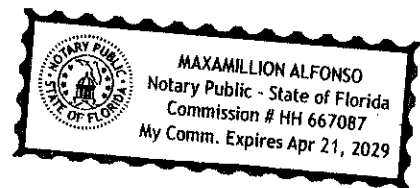
Type of identification produced Drivers license.

[Signature]

NOTARY PUBLIC

My Commission Expires: Apr 21st, 2029
State of Florida at large

(Notary Seal)



CERTIFICATE OF INSURANCE		PRINT DATE: 3/11/2025			
		CERTIFICATE NUMBER: 202503111113686			
AGENCY:					
Edgewood Partners Insurance Center 5909 Peachtree Dunwoody Road, Suite 800 Atlanta, GA 30328 678-324-3300 (Phone), 678-324-3303 (Fax)		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
NAMED INSURED:		INSURERS AFFORDING COVERAGE:			
USA Diving, Inc. 1060 N. Capitol Ave. Suite E-310 Indianapolis IN 46204		Jupiter Diving Academy 861 Toney Penna Drive Jupiter FL 33458			
INSURER A: Clear Blue Insurance Company NAIC #28860		INSURER B: National Union Fire Ins. Co. NAIC #: 19445			
EVENT INFORMATION:					
Practice/ competition (3/11/2025 - 12/31/2025)					
POLICY/COVERAGE INFORMATION:					
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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
INS	TYPE OF INSURANCE:	POLICY NUMBER(S):	EFFECTIVE:	EXPIRES:	LIMITS:
A	GENERAL LIABILITY				
	X Occurrence	CZ26INGL0003-02	1/1/2025 12:01 AM	1/1/2026 12:01 AM	GENERAL AGGREGATE (Per Event) \$4,000,000
	X Participant Legal Liability				EACH OCCURRENCE \$2,000,000
	X Sexual Abuse & Molestation				DAMAGE TO RENTED PREMISES (Each Occ.) \$2,000,000
					MEDICAL EXPENSE (Any one person) None
					PERSONAL & ADV INJURY \$2,000,000
					PRODUCTS-COMP/OP AGG \$2,000,000
					Abuse-Molestation - Each Occurrence \$2,000,000
					Abuse-Molestation - Annual Aggregate \$4,000,000
A	UMBRELLA/EXCESS LIABILITY				
	X Occurrence	CZ27IN3X0002-02	1/1/2025 12:01 AM	1/1/2026 12:01 AM	EACH OCCURRENCE \$3,000,000
					AGGREGATE \$3,000,000
B	PARTICIPANT ACCIDENT				
	X ACCIDENTAL DEATH & DISMEMBERMENT	SRG 0009163252	1/1/2025 12:01 AM	1/1/2026 12:01 AM	EXCESS MEDICAL \$25,000
	X EXCESS MEDICAL				ACCIDENTAL DEATH & DISMEMBERMENT \$25,000
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS:					
The certificate holder is an additional insured per the following endorsement: Blanket Additional Insured (CB 03 03)					
The General Liability policy includes CG 24 04 12 19 Waiver of Transfer of Rights of Recovery Against Others to us (Waiver of Subrogation).					
The General Liability policy includes CG 20 01 12 19 Primary and Noncontributory - Other Insurance Condition.					
CERTIFICATE HOLDER:				NOTICE OF CANCELLATION:	
Palm Beach County Board of County Commissioners 2700 6th Ave S Lake Worth FL 33461				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:	
					

**INDEPENDENT CONTRACTOR AGREEMENT FOR
PALM BEACH COUNTY PARKS & RECREATION DEPARTMENT**

F

THIS INDEPENDENT CONTRACTOR AGREEMENT, hereinafter referred to as the "Agreement," is made and entered into on 14th day of October, 2025, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as "COUNTY," and Jupiter Dragons Swim Team LLC, an Independent Contractor, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, COUNTY, by and through its Parks and Recreation Department, hereinafter referred to as the "Department," organizes and provides programming activities for the benefit and wellbeing of the general public; and

WHEREAS, the COUNTY desires to make available certain recreational programs, services, classes, and/or activities to its residents by entering into agreements with independent contractors for the provision of such recreational programs, services, classes, and/or activities; and

WHEREAS, the COUNTY and CONTRACTOR desire to clarify and define their responsibilities with regard to providing such services; and

WHEREAS, the recreational programs, services, classes, and/or activities will be conducted by CONTRACTOR and governed by the Department pursuant to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, COUNTY and CONTRACTOR hereby agree as follows:

1. SCOPE OF SERVICES

CONTRACTOR shall furnish the instructional services described on Exhibit "A", which is attached hereto and made a part thereof ("Services"). It is acknowledged and agreed that CONTRACTOR has chosen to provide the Services on the dates and times chosen by CONTRACTOR, and that Exhibit "A" contains the dates, times and locations at which such services shall be provided.

CONTRACTOR affirms that he/she has the knowledge and skills, either by training, experience, education or a combination thereof to adequately and competently perform the Services. CONTRACTOR shall conduct these Services in a careful and responsible manner with due regard for the safety of participants and others that may be affected by the Services or the participants. The materials, tools and equipment for the activity shall be supplied by CONTRACTOR in accordance with Exhibit "A".

2. TERM AND TERMINATION

This Agreement shall commence retroactively on October 1, 2025 and shall terminate on September 30, 2026, and is not subject to extension or renewal. The COUNTY may terminate this Agreement at any time upon written notice to the CONTRACTOR and CONTRACTOR may terminate this Agreement by providing thirty (30) business days advance written notice to the COUNTY. Such notice to be delivered to the Department's authorized representative. The COUNTY shall be liable only for payment for Services performed prior to the effective date of such termination.

3. COMPENSATION

The total amount payable by COUNTY under this Agreement for the services to be performed hereunder is not

to exceed One Hundred Seventy One Thousand Three Hundred Twenty Eight (\$171,328.00) dollars. CONTRACTOR shall be paid on a monthly basis after Services have been rendered in accordance with Exhibit "A" attached hereto. 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. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within (30) days following the COUNTY representative's approval. COUNTY will not include any refunded amounts associated with CONTRACTOR'S Services in its payments to CONTRACTOR.

In order to do business with Palm Beach County, CONTRACTOR is 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.

4. **FEES**

CONTRACTOR shall not charge any fees to the participants other than those in accordance with Exhibit "A" attached hereto. Should CONTRACTOR wish to charge any additional fees to the participants such fees must be approved by the County in advance. CONTRACTOR shall notify the COUNTY of the amount of the additional fees in writing, and if approved by the County such additional fees may be collected by CONTRACTOR. If CONTRACTOR or COUNTY terminates this Agreement prior to the scheduled completion of the Services, the purchased supplies or a pro-rata percentage of the fees collected by CONTRACTOR shall be returned to the participants who had paid such fees.

CONTRACTOR shall not engage in any activity that may result in additional cost to the COUNTY. Any acts or omissions by the CONTRACTOR while performing under this Agreement that create a real or perceived benefit to the COUNTY but have not been accounted for within the COUNTY'S cash management system in accordance with the associated Services shall not entitle the CONTRACTOR to any additional payment. Any and all liability, financial and otherwise, for such acts or omissions shall be at the sole risk of the CONTRACTOR.

5. **REGISTRATION**

The COUNTY, through the Department, shall register all participants for the Services provided by CONTRACTOR and shall collect and record all fees received. In the event of a discrepancy with the amount paid, the decision of the COUNTY is final. CONTRACTOR may request to review any supporting documentation utilized to determine the amount paid.

6. **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 perform the work, and in all respects the CONTRACTOR'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY. The CONTRACTOR does not have the power or authority to bind the COUNTY in any promise, Agreement or representation.

7. **TAXES**

It is acknowledged and agreed that the service to be provided by CONTRACTOR is a professional service and that the COUNTY is neither paying Social Security benefits nor withholding taxes from CONTRACTOR'S compensation for said service. CONTRACTOR assumes sole responsibility for the payment of any and all federal, state, and local taxes as now exist or may hereafter come into being as such taxes may be applicable to the payments made by COUNTY to CONTRACTOR in exchange for the services to be performed hereunder.

Additionally, CONTRACTOR is not eligible to benefit from the COUNTY's Tax Exempt Status. As such, CONTRACTOR is not exempt from the payment of sales taxes to suppliers for any materials as may be used in the performance of CONTRACTOR'S obligations under this Agreement.

8. **SUBCONTRACTING**

CONTRACTOR may not, without the advance written consent of the Department, subcontract or assign any rights, responsibilities or obligations under this Agreement.

9. **PERFORMANCE**

a. CONTRACTOR agrees to:

1. perform the Services set forth herein in accordance with all applicable association/governing body rules and regulations, and in a competent, professional, safe, and responsible manner with full regard for the safety of the participants and the facility;
2. assure that no person other than CONTRACTOR or a qualified employee of CONTRACTOR is engaged in the provision of the Services required to be performed hereunder;
3. provide and maintain, in proper working order and condition, all equipment and materials necessary to conduct the Services to be performed hereunder;
4. inspect the area prior to beginning Services to assure safety standards. In the event of a safety concern, CONTRACTOR is to report such concern immediately to the authorized Department representative and postpone the activity until the Department's representative determines that the concern has been addressed;
5. inspect the area following Services rendered to assure that the area remains in good condition and order;
6. utilize instructional methods and procedures conducive with the Department's purpose, intent, and objective in providing the recreational activity;
7. provide the Department's authorized representative five (5) business days advance notice of all

schedule conflicts/changes;

8. immediately notify the Department's authorized representative of any unanticipated absences such as personal/family illnesses; and
9. adhere to applicable Department policies and procedures and all federal, state and local laws and regulations, including Palm Beach County Code, Chapter 21, as may be amended, pertaining to Parks and Recreation.
10. assure that all participants have paid the activity fee; and
11. take attendance during each class and reconcile attendees to activity roster.

b. COUNTY agrees to:

1. maintain the area and associated facilities in a safe and clean condition;
2. conduct registration, collect participation fees, and process refunds for program registrants;
3. provide activity rosters to the CONTRACTOR; and
4. provide compensation to CONTRACTOR pursuant to the terms of this Agreement; and
5. publicize, promote, and advertise the activity when feasible.

10. POSTPONEMENT OR CANCELLATION OF ACTIVITY

In the event emergency conditions arise which may affect public safety, the activity may be postponed or cancelled. Such emergency conditions include, but are not limited to, acts of God or issuance of an executive order indicating a state of general emergency. COUNTY, in its sole discretion, will determine the necessity to postpone or cancel the activity and will endeavor to provide CONTRACTOR at least four (4) hours notice of such postponement or cancellation prior to the activity start time. Provided, however, COUNTY's notice of such postponement or cancellation may be given at anytime including during the activity.

In the event COUNTY cancels the activity due to any public safety concern or CONTRACTOR elects to cancel the activity rather than accept a delayed start time, the term of this agreement will be extended upon the same terms and conditions provided that within five (5) days following such occurrence, COUNTY and CONTRACTOR agree upon a rescheduled activity date and time. Such term extension will be effective upon COUNTY's delivery to CONTRACTOR of a written notice specifying the agreed upon rescheduled activity date and time and detailing the circumstances leading to the term extension.

In the event COUNTY and CONTRACTOR are unable to agree upon a rescheduled activity date and time as specified above, this Agreement will terminate without further action or payment.

11. CANCELLATION, RESCHEDULING AND SUBSTITUTION OF ACTIVITY

In the event CONTRACTOR fails to perform or otherwise cancels the activity for any reason, including illness, at any time, the term of this agreement may be extended upon the same terms and conditions provided that within five (5) days following such cancellation, COUNTY and CONTRACTOR agree upon a rescheduled activity date and time. Such term extension will be effective upon COUNTY's delivery to CONTRACTOR of a written notice specifying the agreed upon rescheduled activity date and time and detailing the circumstances leading to the term extension.

12. **DEPARTMENT REPRESENTATIVE**

The Department's authorized representative for this Agreement is:

Name: Craig Perry Phone Number: 561-745-0839

13. **INSURANCE REQUIREMENTS**

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

14. **INDEMNIFICATION**

CONTRACTOR shall protect, defend, reimburse, indemnify and hold 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 CONTRACTOR.

15. **NOTICES**

All notices required in this Agreement are to be hand delivered or sent by certified mail, return receipt requested.

If sent to COUNTY, such notices are to be addressed:

Palm Beach County Parks and Recreation Department
Attn: Aquatic Programs Coordinator
2700 6th Avenue South
Lake Worth, Florida 33461

If sent to CONTRACTOR, such notices are to be addressed:

Jupiter Dragons Swim Team LLC
152 Middlebury Drive
Jupiter, FL 33458
561-339-9959

16. **REMEDIES**

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a 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, 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.

17. **NO THIRD PARTY BENEFICIARIES**

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.

18. **AVAILABILITY OF FUNDS**

COUNTY's performance and obligation to pay under this Agreement for subsequent fiscal years is contingent

upon annual appropriations for its purpose by the Board of County Commissioners.

19. ARREARS

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. CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

20. PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and Contractors 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 F.S. 287.133(3)(a).

21. CRIMINAL HISTORY RECORDS CHECK

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, R2015-0572, and R2024-0549, as may be 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.

22. 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.

23. ACCESS AND AUDITS

If applicable, should any portion of the payments made to CONTRACTOR include CONTRACTOR'S charges, expenses, and costs incurred in estimating and performing the services to be performed hereunder, CONTRACTOR will maintain adequate records to justify all such charges, expenses, and costs for at least five (5) years after the expiration or termination of this Agreement. The COUNTY shall have access to all such books, records, and documents for the purpose of inspection or audit during normal business hours at 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.

24. ENTIRETY OF CONTRACTUAL AGREEMENT

COUNTY and 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.

25. 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 R2025-0748, 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, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, disability, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

26. REGULATION; LICENSING REQUIREMENTS

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.

27. 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:

- b. Keep and maintain public records required by the County to perform services as provided under this Contract.
- c. 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.

- d. 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 contract term and following completion of the Contract, if the Contractor does not transfer the records to the public agency.
- e. Upon completion of the Contract 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 Contract, 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 Contract, 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.
- f. Failure of the Contractor to comply with the requirements of this article shall be a material breach of this Contract. 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 CONTRACT, 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.

28. 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.

29. 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.

30. **Human Trafficking Affidavit:** CONTRACTOR warrants and represents that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes. CONTRACTOR has executed **Exhibit "C"**, Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS:**

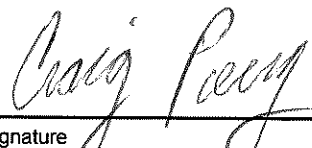
By:  10/8/2005
Signature Date
Director / Assistant Director
Palm Beach County Parks and Recreation Department

If Agreement Value Exceeds \$10,000.00:

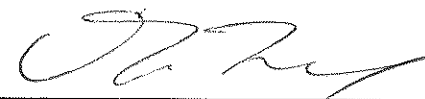
County Administrator

 10-14-25
Signature Date

WITNESS

 9-24-25
Signature Date
Craig Perry
Print

CONTRACTOR - Jupiter Dragons Swim Team LLC

By: 
Signature Date
KIRIL ZAHARIEV
Print
Head Coach
Title

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

County Attorney

 10-6-25
Signature Date

**APPROVED AS TO
TERMS & CONDITIONS:**

Division Director

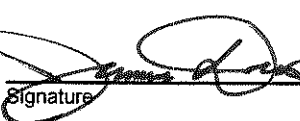
 10/7/25
Signature Date

EXHIBIT “A”

(1 of 3)

CONTRACTOR’S Name: Jupiter Dragons Swim Team LLC / Kiril Zahariev
CONTRACTOR’S Address for Notices: Kiril Zahariev
152 Middlebury Drive, Jupiter, FL 33458
Description of Services: Provide US Club Swimming Program
Location/Facility: North County Aquatic Complex/861 Toney Penna Drive
Jupiter, FL 33458
Term (start/end dates): October 1, 2025/ September 30, 2026
Days of the Week/Time of Activity/Class: Mon-Sat 5:30am- 6:30am (June-August), Sat 7:30a-
11:30am Tues- Friday 9:00am – 10:30 and 3:00pm-
8:00pm (All Year)

*Palm Beach County reserves the right to request schedule changes to the above for seasonal programs, team trainings, or facility operations/events, by providing Contractor advanced notice at least 24 hours prior to scheduled practice/event start time. Reasonable efforts will made to reschedule cancelled practice(s) with minimal disruptions to the operations of the Parties.

Compensation:

The COUNTY shall pay to the CONTRACTOR, a sum equal to seventy percent (70%) of the gross registration fees collected by the COUNTY for the Services. In no event shall the sum paid to CONTRACTOR exceed the not-to-exceed amount in Article 3.

Dragons Swim Team Fees/ NCAC	Monthly Fees	*Estimated Number of Participants/Year	Estimated Revenue
Purple	\$100.00	383	\$38,300.00
Orange	\$110.00	290	\$31,900.00
Green I	\$110.00	170	\$18,700.00
Green II	\$120.00	186	\$22,320.00
Competitive Program/ Red	\$125.00	270	\$33,750.00
Elite	\$135.00	314	\$42,390.00
Blue/ Junior	\$145.00	188	\$27,260.00
Blue/ Senior	\$160.00	130	\$20,800.00
National Development	\$175.00	25	\$4,375.00
Half Month	\$75.00	55	\$4,125.00
1:1 Clinic	\$40.00	9	\$360
Stroke Clinic (2 or more swimmers)	\$30.00	15	\$450
	Total	2035	\$244,730

*Number of participants varies each month. Minimum and maximum number of participants is determined by COUNTY.

The estimated revenue total earned for this program is \$244,730.00, with 70% of revenues rounded to \$171,328.

Invoices received from the CONTRACTOR pursuant to this Contract will be reviewed and approved by the COUNTY's representative, to verify that services have been rendered in conformity with the Contract. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval.

EXHIBIT “A”
(2 of 3)

Approved Fees **not** collected by Palm Beach county BOCC are as follows:

- USA Swimming Registration Fees
- USA Swimming Meet Fees
- Merchandise Related Fees

Materials, Tools and Equipment:

Supplied by CONTRACTOR: Contractor will provide all necessary supplies.

Are participants being transported as part of the Scope of Service? ☐Yes ☒No

According to Florida Statute Chapter 440, are you required to maintain
Workers' Compensation and Employer Liability coverage? ☐Yes ☒No

Remainder of page left blank intentionally

EXHIBIT "A"

(3 of 3)

Scope of Work:

CONTRACTOR will inspect all diving platforms and dryland equipment on a daily basis and fill out the inspection log.

CONTRACTOR will notify the Facility Manager of any issues or safety concerns as soon as they become apparent.

CONTRACTOR will be responsible for the preparation and administration of training schedules, registering team and individuals with USA Diving, and technical instruction of competitive and recreational divers.

CONTRACTOR will supervise divers at practices and meets, oversee the entry of divers in sanctioned USA Diving competition, and represent the team as a delegate to the Florida Gold Coast Association of United States Diving.

CONTRACTOR will follow the facility's established CRITICAL INCIDENT PROCEDURES/ EMERGENCY ACTION PLANS should a serious injury or incident occur at the facility.

CONTRACTOR will ensure that all participants be instructed in the pool rules, dryland rules and safety procedures to ensure that risk of injury or accidents is minimized.

CONTRACTOR and all personnel on site will be certified in American Red Cross Safety Training for Swim Coaches (or Lifeguard Training); First Aid/CPR (equivalent or higher training) and must have access to a first aid kit at all times.

CONTRACTOR will provide copies of any team newsletters, calendars and handbooks to the facility manager and obtain approval from the facility manager for all activities other than existing permitted practice times.

CONTRACTOR will provide the facility manager with a list of registered USA Diving members containing the following information: first name; last name; age; sex; their assigned skill group and what monthly fees are to be assessed that swimmer. All changes to this information must be made monthly and provided to the facility manager on the first of each month.

CONTRACTOR will provide facility manager with bi-weekly attendance figures on the first and third Tuesday of each month.

CONTRACTOR will secure necessary judges, meet officials, and volunteers for the set up, running, take down, and clean up for all dive meets.

CONTRACTOR will recognize and abide by the terms of the Agreement between the COUNTY and the School Board of Palm Beach County for the Mutual Use of Recreation Facilities. (R-2008-2241)

CONTRACTOR must submit written requests for lane space to the facility manager on an annual basis. CONTRACTOR and facility manager will meet on a bi-annual basis to assess annual request. Said requests shall be reviewed by the facility manager and request for said usage shall not be unreasonably withheld. At a minimum, CONTRACTOR will submit to the facility manager quarterly, proposed pool needs and activity schedules. The facility manager will review said schedule and after considering the needs of the general public and other program offerings at the facility make reasonable changes thereto, or agree to the schedule as proposed.

CONTRACTOR will ensure proper use and care of all County equipment used by CONTRACTOR, CONTRACTOR'S staff, and program participants.

CONTRACTOR will ensure that the facility is utilized properly and as scheduled and left clean. CONTRACTOR'S will maintain clean and orderly office and storage areas that have been allocated for the competitive diving program.

EXHIBIT "B"
(1 of 2)
INDEPENDENT CONTRACTOR AGREEMENT
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 "B"

(2 of 2)



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: Aquatic Programs Coordinator
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 "C"

NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT
Section 787.06(13), Florida Statutes

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of Jupiter Dragons Swim Team LLC
JOST LLC
(CONTRACTOR) and attest that CONTRACTOR does not use coercion for labor or services as defined
in section 787.06, Florida Statutes.

Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and
correct.

[Signature]
(signature of officer or representative)

KIRIL ZAHARIEV - Head Coach
(printed name and title of officer or representative) MANAGER

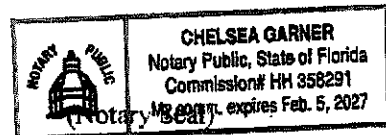
State of Florida, County of Palm Beach

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization this, 13
Nov day of November 2025, by Kiril Zahariev.

Personally known ☒ OR produced identification ☐.

Type of identification produced _____

[Signature]
NOTARY PUBLIC
My Commission Expires: 2/05/2027
State of Florida at large





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/3/2025

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 Insurance Office of America 1855 W. State Road 434 Longwood FL 32750	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS: usascoi@ioausa.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Accredited Surety and Casualty Company, Inc.	
	INSURER B : United States Fire Insurance Company	
INSURED USA Swimming, Inc.; USA Swimming Foundation, and USA Swimming Local Swimming Committees & Member Clubs 1 Olympic Plaza Colorado Springs CO 80909-5780	NAIC #	
	26379	
	21113	
	INSURER C :	
	INSURER D :	
	INSURER E :	
INSURER F :		

COVERAGES CERTIFICATE NUMBER: 318760360 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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☒ OTHER: Event	Y	Y	1-RSL-CO-17-01538639-00	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Abuse/Molestation \$ 2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☐ UMBRELLA LIAB ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$	Y	Y	1-RSL-CO-17-01538640-00	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
	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 \$
B	Participant Accident			US1929937	1/1/2025	1/1/2026	Excess Medical 50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Verification of General Liability and Excess Liability coverage for COVERED ACTIVITIES: Abuse and Molestation Aggregate on the General Liability policy is \$4,000,000. Medical Expense Coverage applies to Office Premises and Event Spectators only. General Liability policy includes a 30 Day Notice of Cancellation per policy provisions.

Other Insureds includes the following: Individual Members of USA Swimming, Inc., while acting in that capacity; Group Members, including Member Clubs, of USA Swimming, Inc. while acting in that capacity but solely as respects to "bodily injury" and "property damage" arising from "covered activities" for which a group member has received approval from USA Swimming, Inc. or its authorized representative.

See Attached...

CERTIFICATE HOLDER	CANCELLATION
Palm Beach County Board of County Commissioners Political Subdivision of the State of Florida 700 6th Avenue South Lake Worth FL 33461	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 John Buckart



ADDITIONAL REMARKS SCHEDULE

AGENCY Insurance Office of America		NAMED INSURED USA Swimming, Inc.; USA Swimming Foundation, and USA Swimming Local Swimming Committees & Member Clubs 1 Olympic Plaza Colorado Springs CO 80909-5780	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Covered Activities (For Commerical General Liability Coverage)
With respect to USA Swimming, Inc. Member Clubs, Group Members, Member Coaches, and Member Officials (all if in good standing); volunteers and additional insured owner/lessors of premises, sponsors and co-promoters, coverage hereunder for these entities applies only to:

1) Swimming meets that have been issued a written Sanction (pursuant to USA Swimming Rule 202.4 and Rule 202.5) or Approval (pursuant to USA Swimming Rule 202.6). Approved meets means a competition where an Approval is issued by USA Swimming, Inc., or one of the USA Swimming, Inc. Local Swimming Committees for swimming meets conducted in conformance with USA Swimming, Inc. technical rules in which members and non-members may compete, including foreign meets under the USA Swimming, Inc. open border policy. USA Swimming, Inc. member clubs that either host or participate in a swimming meet that has been issued a Sanction or Approval or participate in an open border competition will be considered an insured provided that all of its athletes competing and coaches on deck are members of USA Swimming, Inc. in good standing.

2) Swimming practices, dry land training activities, camps, and learn to swim programs where all swimmers are members of USA Swimming, Inc. or U.S. Masters Swimming, Inc. and are conducted under direct and active supervision of a USA Swimming, Inc. member coach in good standing. Dry land training activities mean weight training, running, calisthenics, and exercise machine training, and any other training activities for which an insured has received approval from USA Swimming, Inc. or its authorized representative.

3) USA Swimming, Inc. Swim-A Thons sponsored by or registered with USA Swimming, Inc.

4) Social events and fund-raising activities that are events or activities for which an insured has received approval from USA Swimming, Inc. or its authorized representative.

5) Swimming tryouts. Swimming Tryouts mean swimming practices where a swimmer(s) who is not and who has never been a member of USA Swimming, Inc. participates in swimming activities with a USA Swimming, Inc. member club for a period not to exceed thirty days from the first day of practice to determine the swimmer's interest in becoming a member of USA Swimming, Inc. Tryout swimmers may not participate in more than one tryout period within the same twelve month span.

6) Safety Training for Swim Coaches, CPR, and Lifeguard Certifications of USA Swimming, Inc. member coaches and/or USA Swimming, Inc. members completing requirements to become member coaches, conducted by USA Swimming, Inc. member coaches that are member representatives of one of the approved agencies listed on the USA Swimming, Inc. Swim Training for Swim Coaches In-Water Skills Checklist.

7) USA Swimming official members in good standing attending an Observed Swim Meet (pursuant to USA Swimming Rule 202.8). An Observed Swim Meet is defined as a swim meet observed by an assigned USA Swimming, Inc. official(s) for conformance with USA Swimming, Inc. technical rules in a meet conducted under rules other than USA Swimming rules.

8) "Organized practices" that have been reported and a premium has been paid for. Organized practices are defined as recreation league meets hosted by USA Swimming member club with community teams that are not USA Swimming member teams.

The Certificate Holder is included as an Additional Insured on a Primary and Non-Contributory basis as required by written agreement. Waiver of Subrogation applies per written agreement.

Member Club: Jupiter Dragons Swim Team
RE: Swim practice

Safe Sport Recognized

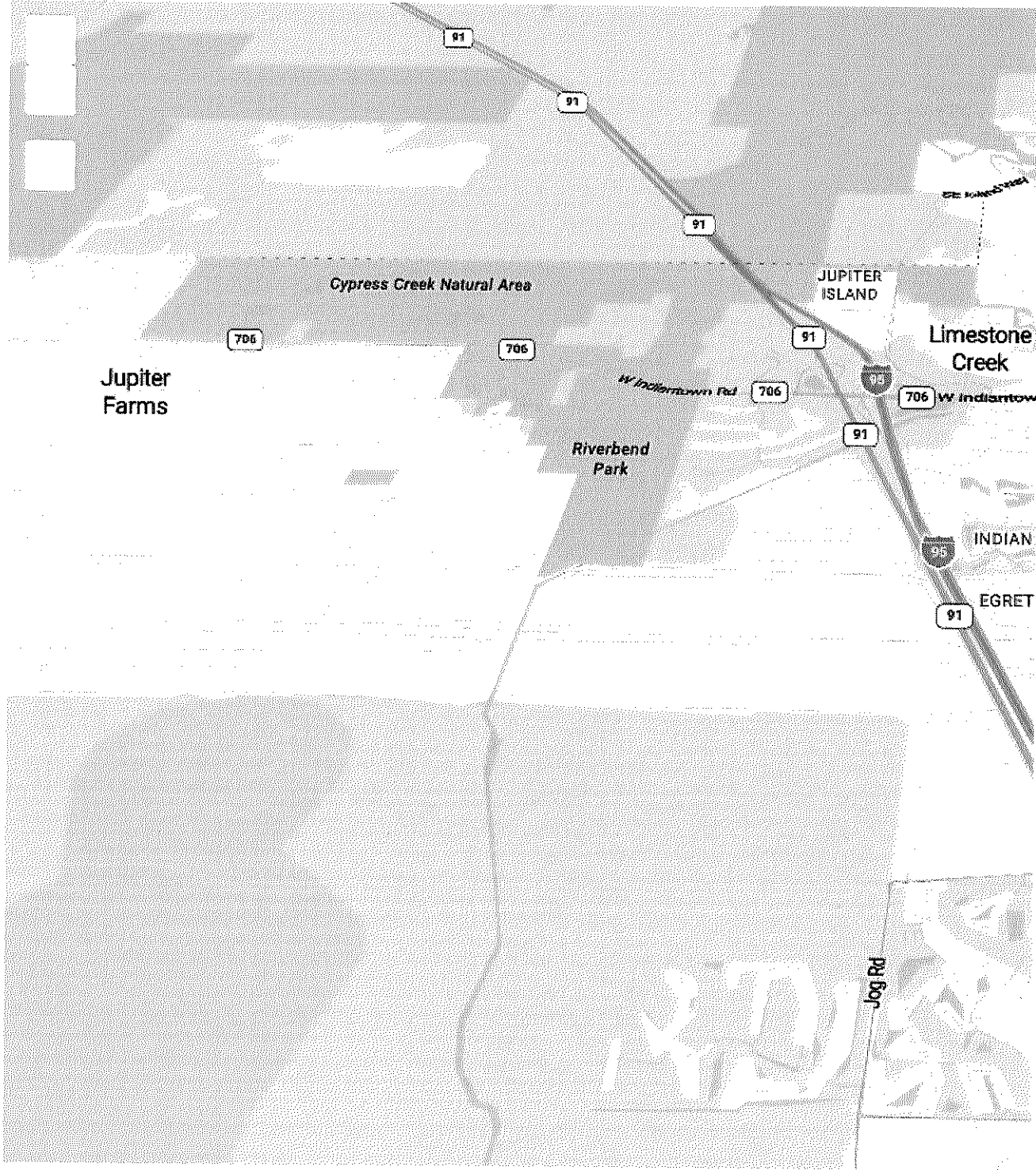
☒

☒

Yes No

FILTER

HIDE FILTERS



Jupiter Dragons Swim Team

<https://www.usaswimming.org/home/find-a-team>

North County Aquatic Center
Jupiter, FL 33458-7538



SWIM LESSON PROVIDER NETWORK

To distinguish these providers, we designate them as part of USA Swimming’s Swim Lesson Provider Network, as these swim lesson providers go above and beyond to

**INDEPENDENT CONTRACTOR AGREEMENT FOR
PALM BEACH COUNTY PARKS & RECREATION DEPARTMENT**

G

THIS INDEPENDENT CONTRACTOR AGREEMENT, hereinafter referred to as the "Agreement," is made and entered into on 14th day of October, 2025, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as "COUNTY," and LB2 Enterprises Inc., an Independent Contractor, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, COUNTY, by and through its Parks and Recreation Department, hereinafter referred to as the "Department," organizes and provides programming activities for the benefit and wellbeing of the general public; and

WHEREAS, the COUNTY desires to make available certain recreational programs, services, classes, and/or activities to its residents by entering into agreements with independent contractors for the provision of such recreational programs, services, classes, and/or activities; and

WHEREAS, the COUNTY and CONTRACTOR desire to clarify and define their responsibilities with regard to providing such services; and

WHEREAS, the recreational programs, services, classes, and/or activities will be conducted by CONTRACTOR and governed by the Department pursuant to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, COUNTY and CONTRACTOR hereby agree as follows:

1. SCOPE OF SERVICES

CONTRACTOR shall furnish the instructional services described on Exhibit "A", which is attached hereto and made a part thereof ("Services"). It is acknowledged and agreed that CONTRACTOR has chosen to provide the Services on the dates and times chosen by CONTRACTOR, and that Exhibit "A" contains the dates, times and locations at which such services shall be provided.

CONTRACTOR affirms that he/she has the knowledge and skills, either by training, experience, education or a combination thereof to adequately and competently perform the Services. CONTRACTOR shall conduct these Services in a careful and responsible manner with due regard for the safety of participants and others that may be affected by the Services or the participants. The materials, tools and equipment for the activity shall be supplied by CONTRACTOR in accordance with Exhibit "A".

2. TERM AND TERMINATION

This Agreement shall commence retroactively on October 1, 2025 and shall terminate on September 30, 2026, and is not subject to extension or renewal. The COUNTY may terminate this Agreement at any time upon written notice to the CONTRACTOR and CONTRACTOR may terminate this Agreement by providing thirty (30) business days advance written notice to the COUNTY. Such notice to be delivered to the Department's authorized representative. The COUNTY shall be liable only for payment for Services performed prior to the effective date of such termination.

3. COMPENSATION

The total amount payable by COUNTY under this Agreement for the services to be performed hereunder is not to exceed One Hundred Fifty Two Thousand One Hundred Sixty Three (\$152,163.00) dollars.

CONTRACTOR shall be paid on a monthly basis after Services have been rendered in accordance with Exhibit "A" attached hereto. 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. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within (30) days following the COUNTY representative's approval. COUNTY will not include any refunded amounts associated with CONTRACTOR'S Services in its payments to CONTRACTOR.

In order to do business with Palm Beach County, CONTRACTOR is 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.

4. **FEES**

CONTRACTOR shall not charge any fees to the participants other than those in accordance with Exhibit "A" attached hereto. Should CONTRACTOR wish to charge any additional fees to the participants such fees must be approved by the County in advance. CONTRACTOR shall notify the COUNTY of the amount of the additional fees in writing, and if approved by the County such additional fees may be collected by CONTRACTOR. If CONTRACTOR or COUNTY terminates this Agreement prior to the scheduled completion of the Services, the purchased supplies or a pro-rata percentage of the fees collected by CONTRACTOR shall be returned to the participants who had paid such fees.

CONTRACTOR shall not engage in any activity that may result in additional cost to the COUNTY. Any acts or omissions by the CONTRACTOR while performing under this Agreement that create a real or perceived benefit to the COUNTY but have not been accounted for within the COUNTY'S cash management system in accordance with the associated Services shall not entitle the CONTRACTOR to any additional payment. Any and all liability, financial and otherwise, for such acts or omissions shall be at the sole risk of the CONTRACTOR.

5. **REGISTRATION**

The COUNTY, through the Department, shall register all participants for the Services provided by CONTRACTOR and shall collect and record all fees received. In the event of a discrepancy with the amount paid, the decision of the COUNTY is final. CONTRACTOR may request to review any supporting documentation utilized to determine the amount paid.

6. **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 perform the work, and in all respects the CONTRACTOR'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY. The CONTRACTOR does not have the power or authority to bind the COUNTY in any promise, Agreement or representation.

7. **TAXES**

It is acknowledged and agreed that the service to be provided by CONTRACTOR is a professional service and that the COUNTY is neither paying Social Security benefits nor withholding taxes from CONTRACTOR'S compensation for said service. CONTRACTOR assumes sole responsibility for the payment of any and all federal, state, and local taxes as now exist or may hereafter come into being as such taxes may be applicable to the payments made by COUNTY to CONTRACTOR in exchange for the services to be performed hereunder.

Additionally, CONTRACTOR is not eligible to benefit from the COUNTY's Tax Exempt Status. As such, CONTRACTOR is not exempt from the payment of sales taxes to suppliers for any materials as may be used in the performance of CONTRACTOR'S obligations under this Agreement.

8. **SUBCONTRACTING**

CONTRACTOR may not, without the advance written consent of the Department, subcontract or assign any rights, responsibilities or obligations under this Agreement.

9. **PERFORMANCE**

a. CONTRACTOR agrees to:

1. perform the Services set forth herein in accordance with all applicable association/governing body rules and regulations, and in a competent, professional, safe, and responsible manner with full regard for the safety of the participants and the facility;
2. assure that no person other than CONTRACTOR or a qualified employee of CONTRACTOR is engaged in the provision of the Services required to be performed hereunder;
3. provide and maintain, in proper working order and condition, all equipment and materials necessary to conduct the Services to be performed hereunder;
4. inspect the area prior to beginning Services to assure safety standards. In the event of a safety concern, CONTRACTOR is to report such concern immediately to the authorized Department representative and postpone the activity until the Department's representative determines that the concern has been addressed;
5. inspect the area following Services rendered to assure that the area remains in good condition and order;
6. utilize instructional methods and procedures conducive with the Department's purpose, intent, and objective in providing the recreational activity;
7. provide the Department's authorized representative five (5) business days advance notice of all schedule conflicts/changes;
8. immediately notify the Department's authorized representative of any unanticipated absences such as personal/family illnesses; and
9. adhere to applicable Department policies and procedures and all federal, state and local laws and regulations, including Palm Beach County Code, Chapter 21, as may be amended, pertaining to Parks and Recreation.
10. assure that all participants have paid the activity fee; and

11. take attendance during each class and reconcile attendees to activity roster.

b. COUNTY agrees to:

1. maintain the area and associated facilities in a safe and clean condition;
2. conduct registration, collect participation fees, and process refunds for program registrants;
3. provide activity rosters to the CONTRACTOR; and
4. provide compensation to CONTRACTOR pursuant to the terms of this Agreement; and
5. publicize, promote, and advertise the activity when feasible.

10. POSTPONEMENT OR CANCELLATION OF ACTIVITY

In the event emergency conditions arise which may affect public safety, the activity may be postponed or cancelled. Such emergency conditions include, but are not limited to, acts of God or issuance of an executive order indicating a state of general emergency. COUNTY, in its sole discretion, will determine the necessity to postpone or cancel the activity and will endeavor to provide CONTRACTOR at least four (4) hours notice of such postponement or cancellation prior to the activity start time. Provided, however, COUNTY's notice of such postponement or cancellation may be given at anytime including during the activity.

In the event COUNTY cancels the activity due to any public safety concern or CONTRACTOR elects to cancel the activity rather than accept a delayed start time, the term of this agreement will be extended upon the same terms and conditions provided that within five (5) days following such occurrence, COUNTY and CONTRACTOR agree upon a rescheduled activity date and time. Such term extension will be effective upon COUNTY's delivery to CONTRACTOR of a written notice specifying the agreed upon rescheduled activity date and time and detailing the circumstances leading to the term extension.

In the event COUNTY and CONTRACTOR are unable to agree upon a rescheduled activity date and time as specified above, this Agreement will terminate without further action or payment.

11. CANCELLATION, RESCHEDULING AND SUBSTITUTION OF ACTIVITY

In the event CONTRACTOR fails to perform or otherwise cancels the activity for any reason, including illness, at any time, the term of this agreement may be extended upon the same terms and conditions provided that within five (5) days following such cancellation, COUNTY and CONTRACTOR agree upon a rescheduled activity date and time. Such term extension will be effective upon COUNTY's delivery to CONTRACTOR of a written notice specifying the agreed upon rescheduled activity date and time and detailing the circumstances leading to the term extension.

12. DEPARTMENT REPRESENTATIVE

The Department's authorized representative for this Agreement is:

Name: Craig Perry Phone Number: 561-745-0839

13. INSURANCE REQUIREMENTS

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

14. **INDEMNIFICATION**

CONTRACTOR shall protect, defend, reimburse, indemnify and hold 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 CONTRACTOR.

15. **NOTICES**

All notices required in this Agreement are to be hand delivered or sent by certified mail, return receipt requested.

If sent to COUNTY, such notices are to be addressed:

Palm Beach County Parks and Recreation Department
Attn: Aquatics Programs Coordinator
2700 6th Avenue South
Lake Worth, Florida 33461

If sent to CONTRACTOR, such notices are to be addressed:

LB2 Enterprises Inc/ Linda Bostic
8865 SE Compass Island Way
Jupiter, FL 33458
561-373-1440

16. **REMEDIES**

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a 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, 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.

17. **NO THIRD PARTY BENEFICIARIES**

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.

18. **AVAILABILITY OF FUNDS**

COUNTY's performance and obligation to pay under this Agreement for subsequent fiscal years is contingent upon annual appropriations for its purpose by the Board of County Commissioners.

19. **ARREARS**

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. CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

20. **PUBLIC ENTITY CRIMES**

As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof,

CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and Contractors 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 F.S. 287.133(3)(a).

21. CRIMINAL HISTORY RECORDS CHECK

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, R2015-0572, and R2024-0549, as may be 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.

22. 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.

23. ACCESS AND AUDITS

If applicable, should any portion of the payments made to CONTRACTOR include CONTRACTOR'S charges, expenses, and costs incurred in estimating and performing the services to be performed hereunder, CONTRACTOR will maintain adequate records to justify all such charges, expenses, and costs for at least five (5) years after the expiration or termination of this Agreement. The COUNTY shall have access to all such books, records, and documents for the purpose of inspection or audit during normal business hours at 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.

24. ENTIRETY OF CONTRACTUAL AGREEMENT

COUNTY and 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.

25. 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 R2025-0748, 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, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, disability, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

26. REGULATION; LICENSING REQUIREMENTS

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.

27. 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:

- b. Keep and maintain public records required by the County to perform services as provided under this Contract.
- c. 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.
- d. 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 contract term and following completion of the Contract, if the Contractor does not transfer the records to the public agency.
- e. Upon completion of the Contract 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 Contract, 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 Contract, 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.

- f. Failure of the Contractor to comply with the requirements of this article shall be a material breach of this Contract. 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 CONTRACT, 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.

28. 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.

29. 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.

30. **Human Trafficking Affidavit:** CONTRACTOR warrants and represents that is does not use coercion for labor or services as defined in section 787.06, Florida Statutes. CONTRACTOR has executed **Exhibit "C"**, Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS:**

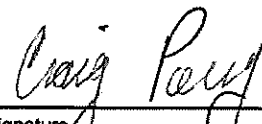
By:  10/8/25
Signature Date
Director / Assistant Director
Palm Beach County Parks and Recreation Department

If Agreement Value Exceeds \$10,000.00:

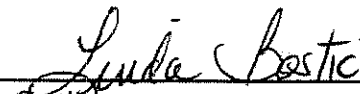
County Administrator

 10-14-25
Signature Date

WITNESS

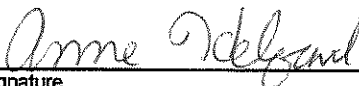
 9/24/25
Signature Date
Craig Perry
Print

CONTRACTOR - LB2 Enterprises Inc

By:  9/24/25
Signature Date
Linda Bostic
Print
President - LB2 Enterprises Inc.
Title

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

County Attorney

 10-6-25
Signature Date

**APPROVED AS TO
TERMS & CONDITIONS:**

Division Director

 10/7/25
Signature Date

EXHIBIT "A"

(1 of 2)

CONTRACTOR'S Name: LB2 Enterprises Inc.

CONTRACTOR'S Address for Notices: 8865 SE Compass Island Way
Jupiter, FL 33458

Description of Services: Provide Masters Swimming Program

Location/Facility: North County Aquatic Complex
861 Toney Penna Drive
Jupiter, FL 33458

Term (start/end dates): October 1, 2025/ September 30, 2026

Days of the Week/Time of Activity/Class: All Year: Tue- Friday 5:30am- 8:15am; Mon & Wed, 7:30pm- 8:45pm, Tue- Fri 11:00am- 12:15pm; Saturday 6:00am- 10:15am; June- Aug: Wed - Friday 8:30am - 9:45am

*Palm Beach County reserves the right to request schedule changes to the above for seasonal programs, team trainings, or facility operations/events, by providing Contractor advanced notice at least 24 hours prior to scheduled practice/event start time. Reasonable efforts will made to reschedule cancelled practice(s) with minimal disruptions to the operations of the Parties.

Compensation:

The COUNTY shall pay to the CONTRACTOR, a sum equal to seventy percent (70%) of the gross registration fees collected by the COUNTY for the Services. In no event shall the sum paid to CONTRACTOR exceed the not-to-exceed amount in Article 3.

Palm Beach Masters Swim Team	Fees	*Estimated Number of Participants/Year	Estimated Revenue
Monthly Fee (Unlimited)	\$75	2400	\$180,000
Hardship	\$60	163	\$9,780
Half Month	\$40	643	\$25,720
Drop in	\$12	154	\$1,848
	Total	2856	\$217,348

*Number of participants varies each month. Minimum and maximum number of participants is determined by COUNTY.

The estimated revenue total earned for this program is \$217,348, with 70% of revenues rounded up totaling \$152,163.

Invoices received from the CONTRACTOR pursuant to this Contract will be reviewed and approved by the COUNTY's representative, to verify that services have been rendered in conformity with the Contract. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval.

Approved Fees not collected by Palm Beach County BOCC are as follows:

- USMS Registration Fees
- USMS Meet fees
- Merchandise fees

Materials, Tools and Equipment:

Supplied by CONTRACTOR: Contractor will provide all necessary supplies.

Are participants being transported as part of the Scope of Service? ☐Yes ☒No

According to Florida Statute Chapter 440, are you required to maintain Workers' Compensation and Employer Liability coverage? ☐Yes ☒No

EXHIBIT "A"

(2 of 2)

Scope of Work:

CONTRACTOR will be responsible for the preparation and administration of training schedules, registering team and individuals with US Masters Swimming, and technical instruction of swimming for fitness, triathletes and competitive swimmers.

CONTRACTOR will supervise swimmers at practices and meets, oversee the entry of swimmers in sanctioned US Masters swimming competition, and represent the team as a delegate to United States Master Swimming.

CONTRACTOR will follow the facility's established CRITICAL INCIDENT PROCEDURES/ EMERGENCY ACTION PLANS should a serious injury or incident occur at the facility.

CONTRACTOR will ensure that all participants be instructed in the pool rules and safety procedures to ensure that risk of injury or accidents is minimized.

CONTRACTOR and all personnel on site will be certified in American Red Cross Safety Training for Swim Coaches (or Lifeguard Training); First Aid/CPR (equivalent or higher training) and must have access to a first aid kit at all times.

CONTRACTOR will provide copies of any team newsletters, calendars and handbooks to the facility manager and obtain approval from the facility manager for all activities other than existing permitted practice times.

CONTRACTOR will provide the facility manager with a list of registered USA Masters Swimming members containing the following information: first name; last name; age; sex; their assigned skill group and what monthly fees are to be assessed that swimmer. All changes to this information must be made monthly and provided to the facility manager on the first of each month.

CONTRACTOR will provide facility manager with bi-weekly attendance figures on the first and third Tuesday of each month.

CONTRACTOR will secure necessary timers, meet officials, and volunteers for the set up, running, take down, and clean up for all swim meets.

CONTRACTOR will recognize and abide by the terms of the Agreement between the COUNTY and the School Board of Palm Beach County for the Mutual Use of Recreation Facilities. (R-2008-2241)

CONTRACTOR must submit written requests for lane space to the facility manager on an annual basis. CONTRACTOR and facility manager will meet on a bi-annual basis to assess annual request. Said requests shall be reviewed by the facility manager and request for said usage shall not be unreasonably withheld. At a minimum, CONTRACTOR will submit to the facility manager quarterly, proposed pool needs and activity schedules. The facility manager will review said schedule and after considering the needs of the general public and other program offerings at the facility make reasonable changes thereto, or agree to the schedule as proposed.

CONTRACTOR will ensure proper use and care of all County equipment used by CONTRACTOR, CONTRACTOR'S staff, and program participants.

CONTRACTOR will ensure that the facility is utilized properly and as scheduled and left clean. It is the CONTRACTOR'S will maintain clean and orderly office and storage areas that have been allocated for the competitive swimming program.

EXHIBIT "B"
(1 of 2)
INDEPENDENT CONTRACTOR AGREEMENT
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 "B"

(2 of 2)

- ☒ **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: Aquatic Programs Coordinator
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 "C"

NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT
Section 787.06(13), Florida Statutes

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of _____
(CONTRACTOR) and attest that CONTRACTOR does not use coercion for labor or services as defined
in section 787.06, Florida Statutes.

Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and
correct.

Linda Bostic
(signature of officer or representative)

Linda Bostic - President, LB2 Enterprises, Inc
(printed name and title of officer or representative)

State of Florida, County of Palm Beach

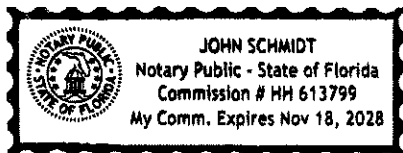
Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization this, ____
24th day of September, 2025, by Linda Bostic.

Personally known ☐ OR produced identification ☒.

Type of identification produced FL DL.

[Signature]
NOTARY PUBLIC
My Commission Expires:
State of Florida at large

(Notary Seal)





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/17/2025

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 Insurance Office of America, Inc. 1855 West State Road 434 Longwood FL 32750	CONTACT NAME: Melinda Romero	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS: melinda.romero@ioausa.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : United States Fire Insurance Company	
	INSURER B : Accredited Surety and Casualty Company, Inc.	
INSURED U.S. Masters Swimming, Inc. 8388 South Tamiami Trail, Suite 221 Sarasota FL 34238	USMASTE-01	INSURER C : HDI Global Specialty SE
		INSURER D :
		INSURER E :
		INSURER F :

COVERAGES CERTIFICATE NUMBER: 788787217 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
B	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY ☐ PRO-JECT ☐ LOC ☒ OTHER: Sanctioned Event	Y	Y	1-RSL-FL-17-01538607-01	10/1/2025	10/1/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB ☒ EXCESS LIAB ☒ OCCUR ☐ CLAIMS-MADE DED RETENTION \$	Y	Y	1-RSL-FL-17-01538608-01	10/1/2025	10/1/2026	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
	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 \$
A C	Participant Accident Full Excess Excess of \$3M Primary			US2166873 HDHX003701607	10/1/2025 10/1/2025	10/1/2026 10/1/2026	Each Injury Occurrence/Aggregate 25,000 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Coverage applies only to the United States Masters Swimming (USMS) sanctioned events specified on this certificate, and only if the club or workout group shown on this certificate is a member in good standing with USMS at the time of the event.
The General Liability policy includes \$2,000,000 Each Incident/\$4,000,000 Aggregate - Abuse & Molestation Coverage. Participant Legal Liability is included within the limits on the General Liability Policy. Certificate Holder is listed as an Additional insured per Form RSCG 0303 0921. Deductible on Participant Accident is "0"

Palm Beach Masters (PBM), USMS Registered Club Workouts

CERTIFICATE HOLDER	CANCELLATION
Palm Beach County Board of County Commissioners c/o Parks and Recreation Department 2700 Sixth Avenue South Lake Worth FL 33461 United States	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

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+ View Full Image

Palm Beach Masters

Palm Beach Masters is the 2021 USMS Local Club National Champions and 2017 USMS Club of the Year, located at 3 beautiful outdoor pools in Jupiter, West Palm Beach and Delray Beach, FL! Palm Beach Masters has an inspiring team atmosphere with excellent coaches who organize motivating workouts, competitions, clinics and social functions. Adult swimmers of all abilities who want to improve their fitness, develop better technique, or train for any swimming competition are welcome. Additionally, open water training sessions are

Join USMS Now

Club Contact

Linda Irish Bostic
561-373-1440
palmbeachmasters@gmail.com
[Visit Club Website](#)

Club Designations



USMS Certified Coach



USMS Certified ALTs Instructor



scheduled during optimal weather months. In the month of April, we offer Adult Learn to Swim lessons! Come join the Wahoo Life!

Practice Information

See website, www.PalmBeachMasters.org , for our up-to-date practice schedule.

Connect With Us



Aqua Crest Pool

2503 Seacrest Boulevard
Delray Beach, FL 33444

Delray Beach Pavillion

1-23 South Ocean Boulevard
Delray Beach, FL 33483

Jupiter Island Intracoastal Waterway

1600 South Beach Road
Tequesta, FL 33469

Lake Lytal Family Aquatic Center

3645 Gun Club Road
West Palm Beach, FL 33406

Loggerhead Park

14200 U.S. Highway 1
Juno Beach, FL 33408

North County Aquatic Complex

861 Toney Penna Drive
Jupiter, FL 33458

INDEPENDENT CONTRACTOR AGREEMENT FOR PALM BEACH COUNTY PARKS & RECREATION DEPARTMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT, hereinafter referred to as the "Agreement," is made and entered into on 14th day of October, 2025, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as "COUNTY," and Stephen VanCoppennolle, an Independent Contractor, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, COUNTY, by and through its Parks and Recreation Department, hereinafter referred to as the "Department," organizes and provides programming activities for the benefit and wellbeing of the general public; and

WHEREAS, the COUNTY desires to make available certain recreational programs, services, classes, and/or activities to its residents by entering into agreements with independent contractors for the provision of such recreational programs, services, classes, and/or activities; and

WHEREAS, the COUNTY and CONTRACTOR desire to clarify and define their responsibilities with regard to providing such services; and

WHEREAS, the recreational programs, services, classes, and/or activities will be conducted by CONTRACTOR and governed by the Department pursuant to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, COUNTY and CONTRACTOR hereby agree as follows:

1. **SCOPE OF SERVICES**

CONTRACTOR shall furnish the instructional services described on Exhibit "A", which is attached hereto and made a part thereof ("Services"). It is acknowledged and agreed that CONTRACTOR has chosen to provide the Services on the dates and times chosen by CONTRACTOR, and that Exhibit "A" contains the dates, times and locations at which such services shall be provided.

CONTRACTOR affirms that he/she has the knowledge and skills, either by training, experience, education or a combination thereof to adequately and competently perform the Services. CONTRACTOR shall conduct these Services in a careful and responsible manner with due regard for the safety of participants and others that may be affected by the Services or the participants. The materials, tools and equipment for the activity shall be supplied by CONTRACTOR in accordance with Exhibit "A".

2. **TERM AND TERMINATION**

This Agreement shall commence on October 1, 2025 and shall terminate on September 30, 2026, and is not subject to extension or renewal. The COUNTY may terminate this Agreement at any time upon written notice to the CONTRACTOR and CONTRACTOR may terminate this Agreement by providing thirty (30) business days advance written notice to the COUNTY. Such notice to be delivered to the Department's authorized representative. The COUNTY shall be liable only for payment for Services performed prior to the effective date of such termination.

3. **COMPENSATION**

The total amount payable by COUNTY under this Agreement for the services to be performed hereunder is not to exceed Sixteen Thousand Five Hundred Six (\$16,506.00) dollars.

CONTRACTOR shall be paid on a monthly basis after Services have been rendered in accordance with Exhibit "A" attached hereto. 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. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within (30) days following the COUNTY representative's approval. COUNTY will not include any refunded amounts associated with CONTRACTOR'S Services in its payments to CONTRACTOR.

In order to do business with Palm Beach County, CONTRACTOR is 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.

4. **FEES**

CONTRACTOR shall not charge any fees to the participants other than those in accordance with Exhibit "A" attached hereto. Should CONTRACTOR wish to charge any additional fees to the participants such fees must be approved by the County in advance. CONTRACTOR shall notify the COUNTY of the amount of the additional fees in writing, and if approved by the County such additional fees may be collected by CONTRACTOR. If CONTRACTOR or COUNTY terminates this Agreement prior to the scheduled completion of the Services, the purchased supplies or a pro-rata percentage of the fees collected by CONTRACTOR shall be returned to the participants who had paid such fees.

CONTRACTOR shall not engage in any activity that may result in additional cost to the COUNTY. Any acts or omissions by the CONTRACTOR while performing under this Agreement that create a real or perceived benefit to the COUNTY but have not been accounted for within the COUNTY'S cash management system in accordance with the associated Services shall not entitle the CONTRACTOR to any additional payment. Any and all liability, financial and otherwise, for such acts or omissions shall be at the sole risk of the CONTRACTOR.

5. **REGISTRATION**

The COUNTY, through the Department, shall register all participants for the Services provided by CONTRACTOR and shall collect and record all fees received. In the event of a discrepancy with the amount paid, the decision of the COUNTY is final. CONTRACTOR may request to review any supporting documentation utilized to determine the amount paid.

6. **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 perform the work, and in all respects the CONTRACTOR'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY. The CONTRACTOR does not have the power or authority to bind the COUNTY in any promise, Agreement or representation.

7. **TAXES**

It is acknowledged and agreed that the service to be provided by CONTRACTOR is a professional service and that the COUNTY is neither paying Social Security benefits nor withholding taxes from CONTRACTOR'S compensation for said service. CONTRACTOR assumes sole responsibility for the payment of any and all federal, state, and local taxes as now exist or may hereafter come into being as such taxes may be applicable to the payments made by COUNTY to CONTRACTOR in exchange for the services to be performed hereunder.

Additionally, CONTRACTOR is not eligible to benefit from the COUNTY's Tax Exempt Status. As such, CONTRACTOR is not exempt from the payment of sales taxes to suppliers for any materials as may be used in the performance of CONTRACTOR'S obligations under this Agreement.

8. **SUBCONTRACTING**

CONTRACTOR may not, without the advance written consent of the Department, subcontract or assign any rights, responsibilities or obligations under this Agreement.

9. **PERFORMANCE**

a. CONTRACTOR agrees to:

1. perform the Services set forth herein in accordance with all applicable association/governing body rules and regulations, and in a competent, professional, safe, and responsible manner with full regard for the safety of the participants and the facility;
2. assure that no person other than CONTRACTOR or a qualified employee of CONTRACTOR is engaged in the provision of the Services required to be performed hereunder;
3. provide and maintain, in proper working order and condition, all equipment and materials necessary to conduct the Services to be performed hereunder;
4. inspect the area prior to beginning Services to assure safety standards. In the event of a safety concern, CONTRACTOR is to report such concern immediately to the authorized Department representative and postpone the activity until the Department's representative determines that the concern has been addressed;
5. inspect the area following Services rendered to assure that the area remains in good condition and order;
6. utilize instructional methods and procedures conducive with the Department's purpose, intent, and objective in providing the recreational activity;
7. provide the Department's authorized representative five (5) business days advance notice of all schedule conflicts/changes;
8. immediately notify the Department's authorized representative of any unanticipated absences such as personal/family illnesses; and
9. adhere to applicable Department policies and procedures and all federal, state and local laws and regulations, including Palm Beach County Code, Chapter 21, as may be amended, pertaining to Parks and Recreation.
10. assure that all participants have paid the activity fee; and

11. take attendance during each class and reconcile attendees to activity roster.

b. COUNTY agrees to:

1. maintain the area and associated facilities in a safe and clean condition;
2. conduct registration, collect participation fees, and process refunds for program registrants;
3. provide activity rosters to the CONTRACTOR; and
4. provide compensation to CONTRACTOR pursuant to the terms of this Agreement; and
5. publicize, promote, and advertise the activity when feasible.

10. **POSTPONEMENT OR CANCELLATION OF ACTIVITY**

In the event emergency conditions arise which may affect public safety, the activity may be postponed or cancelled. Such emergency conditions include, but are not limited to, acts of God or issuance of an executive order indicating a state of general emergency. COUNTY, in its sole discretion, will determine the necessity to postpone or cancel the activity and will endeavor to provide CONTRACTOR at least four (4) hours notice of such postponement or cancellation prior to the activity start time. Provided, however, COUNTY's notice of such postponement or cancellation may be given at anytime including during the activity.

In the event COUNTY cancels the activity due to any public safety concern or CONTRACTOR elects to cancel the activity rather than accept a delayed start time, the term of this agreement will be extended upon the same terms and conditions provided that within five (5) days following such occurrence, COUNTY and CONTRACTOR agree upon a rescheduled activity date and time. Such term extension will be effective upon COUNTY's delivery to CONTRACTOR of a written notice specifying the agreed upon rescheduled activity date and time and detailing the circumstances leading to the term extension.

In the event COUNTY and CONTRACTOR are unable to agree upon a rescheduled activity date and time as specified above, this Agreement will terminate without further action or payment.

11. **CANCELLATION, RESCHEDULING AND SUBSTITUTION OF ACTIVITY**

In the event CONTRACTOR fails to perform or otherwise cancels the activity for any reason, including illness, at any time, the term of this agreement may be extended upon the same terms and conditions provided that within five (5) days following such cancellation, COUNTY and CONTRACTOR agree upon a rescheduled activity date and time. Such term extension will be effective upon COUNTY's delivery to CONTRACTOR of a written notice specifying the agreed upon rescheduled activity date and time and detailing the circumstances leading to the term extension.

12. **DEPARTMENT REPRESENTATIVE**

The Department's authorized representative for this Agreement is:

Name: Craig Perry Phone Number: 561-745-0839

13. **INSURANCE REQUIREMENTS**

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

14. **INDEMNIFICATION**

CONTRACTOR shall protect, defend, reimburse, indemnify and hold 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 CONTRACTOR.

15. **NOTICES**

All notices required in this Agreement are to be hand delivered or sent by certified mail, return receipt requested.

If sent to COUNTY, such notices are to be addressed:

Palm Beach County Parks and Recreation Department
Attn: Aquatic Programs Coordinator
2700 6th Avenue South
Lake Worth, Florida 33461

If sent to CONTRACTOR, such notices are to be addressed:

Stephen VanCoppennolle
1230 12th Court
Jupiter, FL 33477
561-236-8187

16. **REMEDIES**

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a 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, 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.

17. **NO THIRD PARTY BENEFICIARIES**

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.

18. **AVAILABILITY OF FUNDS**

COUNTY's performance and obligation to pay under this Agreement for subsequent fiscal years is contingent upon annual appropriations for its purpose by the Board of County Commissioners.

19. **ARREARS**

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. CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

20. **PUBLIC ENTITY CRIMES**

As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof,

CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and Contractors 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 F.S. 287.133(3)(a).

21. CRIMINAL HISTORY RECORDS CHECK

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, R2015-0572, and R2024-0549, as may be 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.

22. 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.

23. ACCESS AND AUDITS

If applicable, should any portion of the payments made to CONTRACTOR include CONTRACTOR'S charges, expenses, and costs incurred in estimating and performing the services to be performed hereunder, CONTRACTOR will maintain adequate records to justify all such charges, expenses, and costs for at least five (5) years after the expiration or termination of this Agreement. The COUNTY shall have access to all such books, records, and documents for the purpose of inspection or audit during normal business hours at 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.

24. ENTIRETY OF CONTRACTUAL AGREEMENT

COUNTY and 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.

25. 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 R2025-0748, 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, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, disability, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

26. REGULATION; LICENSING REQUIREMENTS

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.

27. 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:

- b. Keep and maintain public records required by the County to perform services as provided under this Contract.
- c. 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.
- d. 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 contract term and following completion of the Contract, if the Contractor does not transfer the records to the public agency.
- e. Upon completion of the Contract 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 Contract, 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 Contract, 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.

- f. Failure of the Contractor to comply with the requirements of this article shall be a material breach of this Contract. 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 CONTRACT, 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.

28. 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.

29. 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.

30. **Human Trafficking Affidavit:** CONTRACTOR warrants and represents that is does not use coercion for labor or services as defined in section 787.06, Florida Statutes. CONTRACTOR has executed **Exhibit "C"**, Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS:**

By: Sherry Elliott 10/8/2015
Signature Date
Director / Assistant Director
Palm Beach County Parks and Recreation Department

If Agreement Value Exceeds \$10,000.00:

County Administrator

[Signature] 10-14-25
Signature Date

WITNESS

Craig Perry 9-26-25
Signature Date
Craig Perry
Print

CONTRACTOR - Stephen VanCoppennolle

By: Stephen VanCoppennolle 9-26-25
Signature Date
Stephen VanCoppennolle
Print
WATER Aerobics INSTRUCTOR
Title

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

County Attorney

Anne Delmont 10-6-25
Signature Date

**APPROVED AS TO
TERMS & CONDITIONS:**

Division Director

[Signature] 10/7/25
Signature Date

EXHIBIT "A"
(1 of 2)

CONTRACTOR'S Name:	Stephen VanCoppennolle
CONTRACTOR'S Address for Notices:	1230 12 th Court Jupiter, FL 33477
Description of Services:	Provide water aerobics/ exercise program
Location/Facility:	North County Aquatic Complex 861 Toney Penna Drive Jupiter, FL 33458
Term (start/end dates):	October 1, 2025 through September 30, 2026
Days of the Week/Time of Activity/Class:	Friday and Saturday: 10:30a -11:30am Variations may be made based on season and weather. Requires Facility Manager approval

*Palm Beach County reserves the right to request schedule changes to the above for seasonal programs, team trainings, or facility operations/events, by providing Contractor advanced notice at least 24 hours prior to scheduled practice/event start time. Reasonable efforts will made to reschedule cancelled practice(s) with minimal disruptions to the operations of the Parties.

Compensation:

Water Aerobics Fees/ NCAC	Daily Fees	Estimated Participants	Estimated Revenue
Daily Water Exercise Admission	\$6.00	870	\$5,220
Water Exercise Discount Pass (10 visits= \$54.00)	\$5.40	3400	\$18,360
TOTAL		4270	\$23,580

*Number of participants varies each day. Minimum and maximum number of participants is determined by COUNTY.

The estimated revenue total earned for this program has been rounded to \$23,580.00, with 70% of revenues rounded to \$16,506.00.

Invoices received from the CONTRACTOR pursuant to this Contract will be reviewed and approved by the COUNTY's representative, to verify that services have been rendered in conformity with the Contract. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval.

Materials, Tools and Equipment:

Supplied by County/ Facility: The facility will purchase any water aerobic related equipment such as Floating Noodles and Dumbbells, as long as there is money budgeted to make the purchase.

*Any additional items required for the course may need to be purchased by the Contractor if the County cannot supply it.

Are participants being transported as part of the Scope of Service? ☐Yes ☒No

According to Florida Statute Chapter 440, are you required to maintain Workers' Compensation and Employer Liability coverage? ☐Yes ☒No

EXHIBIT "A"

(2 of 2)

Scope of Work:

CONTRACTOR will supervise all activities in regards to their program and its facilitation.

CONTRACTOR will follow the facility's established CRITICAL INCIDENT PROCEDURES/ EMERGENCY ACTION PLANS should a serious injury or incident occur at the facility.

CONTRACTOR will ensure that all participants be instructed in the pool rules and safety procedures to ensure that risk of injury or accidents is minimized.

CONTRACTOR will provide the facility manager with a list of any additional registered water aerobics instructors as needed.

CONTRACTOR must submit written requests for lane space to the facility manager on an annual basis. CONTRACTOR and facility manager will meet on a bi-annual basis to assess annual request. Said requests shall be reviewed by the facility manager and request for said usage shall not be unreasonably withheld. At a minimum, CONTRACTOR will submit to the facility manager quarterly, proposed pool needs and activity schedules. The facility manager will review said schedule and after considering the needs of the general public and other program offerings at the facility make reasonable changes thereto, or agree to the schedule as proposed.

CONTRACTOR will ensure proper use and care of all County equipment used by CONTRACTOR, CONTRACTOR'S staff, and program participants.

CONTRACTOR will ensure that the facility is utilized properly and as scheduled and left clean. It is the CONTRACTOR'S will maintain clean and orderly office and storage areas that have been allocated for the water aerobics program.

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EXHIBIT "B"
(1 of 2)
INDEPENDENT CONTRACTOR AGREEMENT
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 "B"

(2 of 2)

- ☒ **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: Aquatic Programs Coordinator
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 "C"

NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT
Section 787.06(13), Florida Statutes

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of Stephen VanCoppendale
(CONTRACTOR) and attest that CONTRACTOR does not use coercion for labor or services as defined
in section 787.06, Florida Statutes.

Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and
correct.

Kathy M Carpenter Kathy M. Carpenter
(signature of officer or representative) (printed name and title of officer or representative)

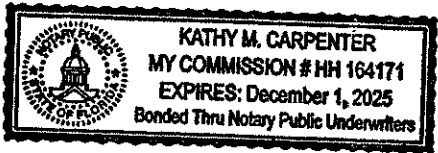
State of Florida, County of Palm Beach

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization this,
25th day of September 2025, by Stephen VanCoppendale

Personally known ☒ OR produced identification ☐.

Type of identification produced _____.

Kathy M. Carpenter
NOTARY PUBLIC
My Commission Expires:
State of Florida at large



(Notary Seal)

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 7/19/2025	
PRODUCER Sports & Fitness Insurance 230 Highpoint Drive Ridgeland, MS 39157		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Stephen VanCoppenolle, 1230 12th Court Jupiter, FL 33477			
		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: General Insurance Company of America	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	

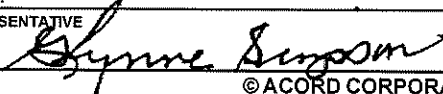
COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY	LPF-9621040P	9/1/2025	9/1/2026	EACH OCCURRENCE 1,000,000
		☒ COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) 1,000,000
		☐ CLAIMS MADE ☒ OCCUR				MED EXP (Any one person) 10,000
		☒ Professional				PERSONAL & ADV INJURY 1,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER				GENERAL AGGREGATE 2,000,000
		☐ POLICY ☐ PRO-JECT ☐ LOC				PRODUCTS - COMP/OF AGG 2,000,000
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)
		☐ ANY AUTO				BODILY INJURY (Per person)
		☐ ALL OWNED AUTOS				BODILY INJURY (Per accident)
		☐ SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)
		☐ HIRED AUTOS				
		☐ NON-OWNED AUTOS				
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT
		☐ ANY AUTO				OTHER THAN EA ACC
						AUTO ONLY: AGG
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE
		☐ OCCUR ☐ CLAIMS MADE				AGGREGATE
		☐ DEDUCTIBLE				
		☐ RETENTION				
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				OTH-ER
		If yes, describe under SPECIAL PROVISIONS below				E.L. EACH ACCIDENT
						E.L. DISEASE - EA EMPLOYEE
		OTHER				E.L. DISEASE - POLICY LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Certificate holder is additional insured.

CERTIFICATE HOLDER	CANCELLATION
Board of County Commissioners 2700 6th Avenue South Lake Worth Beach, Fl 33461	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
	AUTHORIZED REPRESENTATIVE 

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

1

**INDEPENDENT CONTRACTOR AGREEMENT FOR
PALM BEACH COUNTY PARKS & RECREATION DEPARTMENT**

THIS INDEPENDENT CONTRACTOR AGREEMENT, hereinafter referred to as the "Agreement," is made and entered into on 10th day of September, 2025, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as "COUNTY," and Gold Coast Gymnastics, Inc, an Independent Contractor, hereinafter referred to as "CONTRACTOR".

W I T N E S S E T H:

WHEREAS, COUNTY, by and through its Parks and Recreation Department, hereinafter referred to as the "Department," organizes and provides programming activities for the benefit and wellbeing of the general public; and

WHEREAS, the COUNTY desires to make available certain recreational programs, services, classes, and/or activities to its residents by entering into agreements with independent contractors for the provision of such recreational programs, services, classes, and/or activities; and

WHEREAS, the COUNTY and CONTRACTOR desire to clarify and define their responsibilities with regard to providing such services; and

WHEREAS, the recreational programs, services, classes, and/or activities will be conducted by CONTRACTOR and governed by the Department pursuant to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, COUNTY and CONTRACTOR hereby agree as follows:

1. SCOPE OF SERVICES

CONTRACTOR shall furnish the instructional services described on Exhibit "A", which is attached hereto and made a part thereof ("Services"). It is acknowledged and agreed that CONTRACTOR has chosen to provide the Services on the dates and times chosen by CONTRACTOR, and that Exhibit "A" contains the dates, times and locations at which such services shall be provided.

CONTRACTOR affirms that he/she has the knowledge and skills, either by training, experience, education or a combination thereof to adequately and competently perform the Services. CONTRACTOR shall conduct these Services in a careful and responsible manner with due regard for the safety of participants and others that may be affected by the Services or the participants. The materials, tools and equipment for the activity shall be supplied by CONTRACTOR in accordance with Exhibit "A".

2. TERM AND TERMINATION

This Agreement shall commence on October 14, 2025 and shall terminate on October 9, 2026, and is not subject to extension or renewal. The COUNTY may terminate this Agreement at any time upon written notice to the CONTRACTOR and CONTRACTOR may terminate this Agreement by providing thirty (30) business days advance written notice to the COUNTY. Such notice to be delivered to the Department's authorized representative. The COUNTY shall be liable only for payment for Services performed prior to the effective date of such termination.

3. COMPENSATION

The total amount payable by COUNTY under this Agreement for the services to be performed hereunder is not to exceed Six Thousand four hundred forty (\$6,440.00) dollars.

CONTRACTOR shall be paid on a monthly basis after Services have been rendered in accordance with Exhibit "A" attached hereto. 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. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within (30) days following the COUNTY representative's approval. COUNTY will not include any refunded amounts associated with CONTRACTOR'S Services in its payments to CONTRACTOR.

In order to do business with Palm Beach County, CONTRACTOR is 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.

4. **FEES**

CONTRACTOR shall not charge any fees to the participants other than those in accordance with Exhibit "A" attached hereto. Should CONTRACTOR wish to charge any additional fees to the participants such fees must be approved by the County in advance. CONTRACTOR shall notify the COUNTY of the amount of the additional fees in writing, and if approved by the County such additional fees may be collected by CONTRACTOR. If CONTRACTOR or COUNTY terminates this Agreement prior to the scheduled completion of the Services, the purchased supplies or a pro-rata percentage of the fees collected by CONTRACTOR shall be returned to the participants who had paid such fees.

CONTRACTOR shall not engage in any activity that may result in additional cost to the COUNTY. Any acts or omissions by the CONTRACTOR while performing under this Agreement that create a real or perceived benefit to the COUNTY but have not been accounted for within the COUNTY'S cash management system in accordance with the associated Services shall not entitle the CONTRACTOR to any additional payment. Any and all liability, financial and otherwise, for such acts or omissions shall be at the sole risk of the CONTRACTOR.

5. **REGISTRATION**

The COUNTY, through the Department, shall register all participants for the Services provided by CONTRACTOR and shall collect and record all fees received. In the event of a discrepancy with the amount paid, the decision of the COUNTY is final. CONTRACTOR may request to review any supporting documentation utilized to determine the amount paid.

6. **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 perform the work, and in all respects the CONTRACTOR'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY. The CONTRACTOR does not have the power or authority to bind the COUNTY in any promise, Agreement or representation.

7. **TAXES**

It is acknowledged and agreed that the service to be provided by CONTRACTOR is a professional service and that the COUNTY is neither paying Social Security benefits nor withholding taxes from CONTRACTOR'S compensation for said service. CONTRACTOR assumes sole responsibility for the payment of any and all federal, state, and local taxes as now exist or may hereafter come into being as such taxes may be applicable to the payments made by COUNTY to CONTRACTOR in exchange for the services to be performed hereunder.

Additionally, CONTRACTOR is not eligible to benefit from the COUNTY's Tax Exempt Status. As such, CONTRACTOR is not exempt from the payment of sales taxes to suppliers for any materials as may be used in the performance of CONTRACTOR'S obligations under this Agreement.

8. **SUBCONTRACTING**

CONTRACTOR may not, without the advance written consent of the Department, subcontract or assign any rights, responsibilities or obligations under this Agreement.

9. **PERFORMANCE**

a. CONTRACTOR agrees to:

1. perform the Services set forth herein in accordance with all applicable association/governing body rules and regulations, and in a competent, professional, safe, and responsible manner with full regard for the safety of the participants and the facility;
2. assure that no person other than CONTRACTOR or a qualified employee of CONTRACTOR is engaged in the provision of the Services required to be performed hereunder;
3. provide and maintain, in proper working order and condition, all equipment and materials necessary to conduct the Services to be performed hereunder;
4. inspect the area prior to beginning Services to assure safety standards. In the event of a safety concern, CONTRACTOR is to report such concern immediately to the authorized Department representative and postpone the activity until the Department's representative determines that the concern has been addressed;
5. inspect the area following Services rendered to assure that the area remains in good condition and order;
6. utilize instructional methods and procedures conducive with the Department's purpose, intent, and objective in providing the recreational activity;
7. provide the Department's authorized representative five (5) business days advance notice of all schedule conflicts/changes;
8. immediately notify the Department's authorized representative of any unanticipated absences such as personal/family illnesses; and
9. adhere to applicable Department policies and procedures and all federal, state and local laws and regulations, including Palm Beach County Code, Chapter 21, as may be amended, pertaining to Parks and Recreation.

10. assure that all participants have paid the activity fee; and

11. take attendance during each class and reconcile attendees to activity roster.

b. COUNTY agrees to:

1. maintain the area and associated facilities in a safe and clean condition;
2. conduct registration, collect participation fees, and process refunds for program registrants;
3. provide activity rosters to the CONTRACTOR; and
4. provide compensation to CONTRACTOR pursuant to the terms of this Agreement; and
5. publicize, promote, and advertise the activity when feasible.

10. POSTPONEMENT OR CANCELLATION OF ACTIVITY

In the event emergency conditions arise which may affect public safety, the activity may be postponed or cancelled. Such emergency conditions include, but are not limited to, acts of God or issuance of an executive order indicating a state of general emergency. COUNTY, in its sole discretion, will determine the necessity to postpone or cancel the activity and will endeavor to provide CONTRACTOR at least four (4) hours notice of such postponement or cancellation prior to the activity start time. Provided, however, COUNTY's notice of such postponement or cancellation may be given at anytime including during the activity.

In the event COUNTY cancels the activity due to any public safety concern or CONTRACTOR elects to cancel the activity rather than accept a delayed start time, the term of this agreement will be extended upon the same terms and conditions provided that within five (5) days following such occurrence, COUNTY and CONTRACTOR agree upon a rescheduled activity date and time. Such term extension will be effective upon COUNTY's delivery to CONTRACTOR of a written notice specifying the agreed upon rescheduled activity date and time and detailing the circumstances leading to the term extension.

In the event COUNTY and CONTRACTOR are unable to agree upon a rescheduled activity date and time as specified above, this Agreement will terminate without further action or payment.

11. CANCELLATION, RESCHEDULING AND SUBSTITUTION OF ACTIVITY

In the event CONTRACTOR fails to perform or otherwise cancels the activity for any reason, including illness, at any time, the term of this agreement may be extended upon the same terms and conditions provided that within five (5) days following such cancellation, COUNTY and CONTRACTOR agree upon a rescheduled activity date and time. Such term extension will be effective upon COUNTY's delivery to CONTRACTOR of a written notice specifying the agreed upon rescheduled activity date and time and detailing the circumstances leading to the term extension.

12. DEPARTMENT REPRESENTATIVE

The Department's authorized representative for this Agreement is:

Name: Travis McPheeters Phone Number: 561-355-1125

13. INSURANCE REQUIREMENTS

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

prior to the execution of this Agreement.

14. **INDEMNIFICATION**

CONTRACTOR shall protect, defend, reimburse, indemnify and hold 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 CONTRACTOR.

15. **NOTICES**

All notices required in this Agreement are to be hand delivered or sent by certified mail, return receipt requested.

If sent to COUNTY, such notices are to be addressed:

Palm Beach County Parks and Recreation Department
Attn: Travis McPheeters
2700 6th Avenue South
Lake Worth, Florida 33461

If sent to CONTRACTOR, such notices are to be addressed:

Gold Coast Gymnastics, Inc
1420 Rupp Lane
Lake Worth, FL 33460

16. **REMEDIES**

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a 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, 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.

17. **NO THIRD PARTY BENEFICIARIES**

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.

18. **AVAILABILITY OF FUNDS**

COUNTY's performance and obligation to pay under this Agreement for subsequent fiscal years is contingent upon annual appropriations for its purpose by the Board of County Commissioners.

19. **ARREARS**

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. CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

20. **PUBLIC ENTITY CRIMES**

As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and Contractors 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 F.S. 287.133(3)(a).

21. CRIMINAL HISTORY RECORDS CHECK

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, R2015-0572, and R2024-0549, as may be 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.

22. 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.

23. ACCESS AND AUDITS

If applicable, should any portion of the payments made to CONTRACTOR include CONTRACTOR'S charges, expenses, and costs incurred in estimating and performing the services to be performed hereunder, CONTRACTOR will maintain adequate records to justify all such charges, expenses, and costs for at least five (5) years after the expiration or termination of this Agreement. The COUNTY shall have access to all such books, records, and documents for the purpose of inspection or audit during normal business hours at 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.

24. ENTIRETY OF CONTRACTUAL AGREEMENT

COUNTY and 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.

25. 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 R2025-0748, 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, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, disability, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

26. REGULATION; LICENSING REQUIREMENTS

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.

27. 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:

- b. Keep and maintain public records required by the County to perform services as provided under this Contract.
- c. 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.
- d. 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 contract term and following completion of the Contract, if the Contractor does not transfer the records to the public agency.
- e. Upon completion of the Contract 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 Contract, 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 Contract, 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.

- f. Failure of the Contractor to comply with the requirements of this article shall be a material breach of this Contract. 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 CONTRACT, 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.

28. 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.

29. 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.

30. **Human Trafficking Affidavit:** CONTRACTOR warrants and represents that is does not use coercion for labor or services as defined in section 787.06, Florida Statutes. CONTRACTOR has executed **Exhibit "C"**, Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS:**

By: Paul D. Conness 9/10/25
Signature Date
Director / Assistant Director
Palm Beach County Parks and Recreation Department

If Agreement Value Exceeds \$10,000.00:

County Administrator

Signature Date

WITNESS

CONTRACTOR - Gold Coast Gymnastics, Inc

Travis McPherson 8/19/25
Signature Date
Travis McPherson
Print

By: Jim A. Rojas 8/19/2025
Signature Date
Jim A. Rojas
Print
Vice President
Title

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

County Attorney

Arme Delgad 9-3-25
Signature Date

**APPROVED AS TO
TERMS & CONDITIONS:**

Division Director

Kathy Bolander
Signature Date

EXHIBIT “A”
(1 of 1)

CONTRACTOR’S Name: Gold Coast Gymnastics, Inc.

CONTRACTOR’S Address for Notices: 1420 Rupp Lane
Lake Worth, FL 33460

Description of Services: A program for toddlers and preschoolers to learn skills such as strengthening, flexibility and hand-eye coordination

Location/Facility: Double Room (A & B) or gymnasium/West Boynton Recreation Center

Term (start/end dates): October 14, 2025 – October 9, 2026

Days of the Week/Time of Activity/Class: Tuesdays
3-5 yr olds: 9:30am-10:10am
18mo – 3 yr olds: 10:15am-10:55am
Extra/overflow: 11:10am – 12:00PM
8 classes per session
*Classes may be rescheduled on Monday, Wednesday, Thursday or Friday if deemed necessary.

West Boynton Recreation Center				
Toddler Gymnastics				
FY26				
Contract Dates: October 14, 2025 – October 9, 2026				
Projected Payments for Gold Coast Gymnastics Contract				
Session	Class	max # students	cost per session	Total Fees
Fall II	3-5 yrs	10	\$115.00	\$1,150.00
Fall II	18 mo - 3 yr	10	\$115.00	\$1,150.00
Fall II Session Totals				\$2,300.00
Winter	3-5 yrs	10	\$115.00	\$1,150.00
Winter	18 mo - 3 yr	10	\$115.00	\$1,150.00
Winter Session Totals				\$2,300.00
Spring	3-5 yrs	10	\$115.00	\$1,150.00
Spring	18 mo - 3 yr	10	\$115.00	\$1,150.00
Spring Session Totals				\$2,300.00
Fall I	3-5 yrs	10	\$115.00	\$1,150.00
Fall I	18 mo - 3 yr	10	\$115.00	\$1,150.00
Fall I 2026 Session Totals				\$2,300.00
Contract Totals				\$9,200.00

If applicable, minimum registration will be 6 participants and maximum registration will be 10 participants.

Compensation:

70 percent of the total registration fees or
a flat fee of \$_____ per hour or
a flat fee of \$_____ per _____.

Materials, Tools and Equipment:

Supplied by COUNTY: none
Supplied by CONTRACTOR: all

COUNTY Representative: Travis McPheeters
COUNTY Representative Phone: 561-355-1125

EXHIBIT "B"
(1 of 2)
INDEPENDENT CONTRACTOR AGREEMENT
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 "B"

(2 of 2)

☒ **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: Travis McPheeters
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 "C"

NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT
Section 787.06(13), Florida Statutes

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of Gold Coast Gymnastics Inc.
(CONTRACTOR) and attest that CONTRACTOR does not use coercion for labor or services as defined
in section 787.06, Florida Statutes.

Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and
correct.

Jill A Rojas
(signature of officer or representative)

Jill A Rojas - Vice Pres.
(printed name and title of officer or representative)

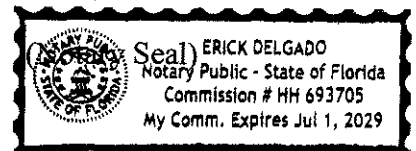
State of Florida, County of Palm Beach

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization this, 19
19 day of August 2025, by Jill Rojas.

Personally known ☐ OR produced identification ☒

Type of identification produced, Driver's License

[Signature]
NOTARY PUBLIC
My Commission Expires: 07/01/2029
State of Florida at large





GOLDC-1

OP ID: AC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/07/2025

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 Albertz Insurance Agency 2324 S Congress Ave 2GB West Palm Beach, FL 33406 Amanda J Cartwright	561-721-2700	CONTACT NAME Amanda Cartwright PHONE A/C No, Ext: 561-721-2700 FAX A/C No: 561-721-2070 E-MAIL acartwright@albertzinsurance.com ADDRESS:
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: RetailFirst Insurance Company		107000
INSURER B: Scottsdale Insurance Company		41297
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Gold Coast Gymnastics, Inc.
1420 RUPP LANE
Lake Worth Beach, FL 33460

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	ADOL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X	CPS8315028	11/07/2025	11/07/2026	EACH OCCURRENCE \$ 3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 3,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ Hired AUTOS ONLY ☐ NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE DED ☐ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
A	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	X 520-50979	06/08/2025	06/08/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 100,000
B	SEXUALLY ABUSIVE ACTS		CPS8315028	11/07/2025	11/07/2026	PER OCC 100,000 AGR 300,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Additional Insured Status if Favor of Certificate Holder						

CERTIFICATE HOLDER	CANCELLATION
PBCBOAR Palm Beach County Board of County Commissioners C/O Parks & Rec Dept Attn TravisM 2700 6th Avenue South Lake Worth Beach, FL 33461	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 Amanda J Cartwright

J

**INDEPENDENT CONTRACTOR AGREEMENT FOR
PALM BEACH COUNTY PARKS & RECREATION DEPARTMENT**

THIS INDEPENDENT CONTRACTOR AGREEMENT, hereinafter referred to as the "Agreement," is made and entered into on 24 day of September, 2025, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as "COUNTY," and Modern Bujutsu Karate Florida, Inc, an Independent Contractor, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, COUNTY, by and through its Parks and Recreation Department, hereinafter referred to as the "Department," organizes and provides programming activities for the benefit and wellbeing of the general public; and

WHEREAS, the COUNTY desires to make available certain recreational programs, services, classes, and/or activities to its residents by entering into agreements with independent contractors for the provision of such recreational programs, services, classes, and/or activities; and

WHEREAS, the COUNTY and CONTRACTOR desire to clarify and define their responsibilities with regard to providing such services; and

WHEREAS, the recreational programs, services, classes, and/or activities will be conducted by CONTRACTOR and governed by the Department pursuant to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, COUNTY and CONTRACTOR hereby agree as follows:

1. SCOPE OF SERVICES

CONTRACTOR shall furnish the instructional services described on Exhibit "A", which is attached hereto and made a part thereof ("Services"). It is acknowledged and agreed that CONTRACTOR has chosen to provide the Services on the dates and times chosen by CONTRACTOR, and that Exhibit "A" contains the dates, times and locations at which such services shall be provided.

CONTRACTOR affirms that he/she has the knowledge and skills, either by training, experience, education or a combination thereof to adequately and competently perform the Services. CONTRACTOR shall conduct these Services in a careful and responsible manner with due regard for the safety of participants and others that may be affected by the Services or the participants. The materials, tools and equipment for the activity shall be supplied by CONTRACTOR in accordance with Exhibit "A".

2. TERM AND TERMINATION

This Agreement shall commence on October 20, 2025 and shall terminate on October 24, 2026 , and is not subject to extension or renewal. The COUNTY may terminate this Agreement at any time upon written notice to the CONTRACTOR and CONTRACTOR may terminate this Agreement by providing thirty (30) business days advance written notice to the COUNTY. Such notice to be delivered to the Department's authorized representative. The COUNTY shall be liable only for payment for Services performed prior to the effective date of such termination.

3. COMPENSATION

The total amount payable by COUNTY under this Agreement for the services to be performed hereunder is not to exceed Eleven Thousand Eight Hundred Thirteen (\$11,813.00) dollars.

CONTRACTOR shall be paid on a monthly basis after Services have been rendered in accordance with Exhibit "A" attached hereto. 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. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within (30) days following the COUNTY representative's approval. COUNTY will not include any refunded amounts associated with CONTRACTOR'S Services in its payments to CONTRACTOR.

In order to do business with Palm Beach County, CONTRACTOR is 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.

4. **FEES**

CONTRACTOR shall not charge any fees to the participants other than those in accordance with Exhibit "A" attached hereto. Should CONTRACTOR wish to charge any additional fees to the participants such fees must be approved by the County in advance. CONTRACTOR shall notify the COUNTY of the amount of the additional fees in writing, and if approved by the County such additional fees may be collected by CONTRACTOR. If CONTRACTOR or COUNTY terminates this Agreement prior to the scheduled completion of the Services, the purchased supplies or a pro-rata percentage of the fees collected by CONTRACTOR shall be returned to the participants who had paid such fees.

CONTRACTOR shall not engage in any activity that may result in additional cost to the COUNTY. Any acts or omissions by the CONTRACTOR while performing under this Agreement that create a real or perceived benefit to the COUNTY but have not been accounted for within the COUNTY'S cash management system in accordance with the associated Services shall not entitle the CONTRACTOR to any additional payment. Any and all liability, financial and otherwise, for such acts or omissions shall be at the sole risk of the CONTRACTOR.

5. **REGISTRATION**

The COUNTY, through the Department, shall register all participants for the Services provided by CONTRACTOR and shall collect and record all fees received. In the event of a discrepancy with the amount paid, the decision of the COUNTY is final. CONTRACTOR may request to review any supporting documentation utilized to determine the amount paid.

6. **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 perform the work, and in all respects the CONTRACTOR'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY. The CONTRACTOR does not have the power or authority to

bind the COUNTY in any promise, Agreement or representation.

7. TAXES

It is acknowledged and agreed that the service to be provided by CONTRACTOR is a professional service and that the COUNTY is neither paying Social Security benefits nor withholding taxes from CONTRACTOR'S compensation for said service. CONTRACTOR assumes sole responsibility for the payment of any and all federal, state, and local taxes as now exist or may hereafter come into being as such taxes may be applicable to the payments made by COUNTY to CONTRACTOR in exchange for the services to be performed hereunder.

Additionally, CONTRACTOR is not eligible to benefit from the COUNTY's Tax Exempt Status. As such, CONTRACTOR is not exempt from the payment of sales taxes to suppliers for any materials as may be used in the performance of CONTRACTOR'S obligations under this Agreement.

8. SUBCONTRACTING

CONTRACTOR may not, without the advance written consent of the Department, subcontract or assign any rights, responsibilities or obligations under this Agreement.

9. PERFORMANCE

a. CONTRACTOR agrees to:

1. perform the Services set forth herein in accordance with all applicable association/governing body rules and regulations, and in a competent, professional, safe, and responsible manner with full regard for the safety of the participants and the facility;
2. assure that no person other than CONTRACTOR or a qualified employee of CONTRACTOR is engaged in the provision of the Services required to be performed hereunder;
3. provide and maintain, in proper working order and condition, all equipment and materials necessary to conduct the Services to be performed hereunder;
4. inspect the area prior to beginning Services to assure safety standards. In the event of a safety concern, CONTRACTOR is to report such concern immediately to the authorized Department representative and postpone the activity until the Department's representative determines that the concern has been addressed;
5. inspect the area following Services rendered to assure that the area remains in good condition and order;
6. utilize instructional methods and procedures conducive with the Department's purpose, intent, and objective in providing the recreational activity;
7. provide the Department's authorized representative five (5) business days advance notice of all schedule conflicts/changes;
8. immediately notify the Department's authorized representative of any unanticipated absences such as personal/family illnesses; and
9. adhere to applicable Department policies and procedures and all federal, state and local laws and regulations, including Palm Beach County Code, Chapter 21, as may be amended, pertaining to Parks

and Recreation.

10. assure that all participants have paid the activity fee; and

11. take attendance during each class and reconcile attendees to activity roster.

b. COUNTY agrees to:

1. maintain the area and associated facilities in a safe and clean condition;
2. conduct registration, collect participation fees, and process refunds for program registrants;
3. provide activity rosters to the CONTRACTOR; and
4. provide compensation to CONTRACTOR pursuant to the terms of this Agreement; and
5. publicize, promote, and advertise the activity when feasible.

10. **POSTPONEMENT OR CANCELLATION OF ACTIVITY**

In the event emergency conditions arise which may affect public safety, the activity may be postponed or cancelled. Such emergency conditions include, but are not limited to, acts of God or issuance of an executive order indicating a state of general emergency. COUNTY, in its sole discretion, will determine the necessity to postpone or cancel the activity and will endeavor to provide CONTRACTOR at least four (4) hours notice of such postponement or cancellation prior to the activity start time. Provided, however, COUNTY's notice of such postponement or cancellation may be given at anytime including during the activity.

In the event COUNTY cancels the activity due to any public safety concern or CONTRACTOR elects to cancel the activity rather than accept a delayed start time, the term of this agreement will be extended upon the same terms and conditions provided that within five (5) days following such occurrence, COUNTY and CONTRACTOR agree upon a rescheduled activity date and time. Such term extension will be effective upon COUNTY's delivery to CONTRACTOR of a written notice specifying the agreed upon rescheduled activity date and time and detailing the circumstances leading to the term extension.

In the event COUNTY and CONTRACTOR are unable to agree upon a rescheduled activity date and time as specified above, this Agreement will terminate without further action or payment.

11. **CANCELLATION, RESCHEDULING AND SUBSTITUTION OF ACTIVITY**

In the event CONTRACTOR fails to perform or otherwise cancels the activity for any reason, including illness, at any time, the term of this agreement may be extended upon the same terms and conditions provided that within five (5) days following such cancellation, COUNTY and CONTRACTOR agree upon a rescheduled activity date and time. Such term extension will be effective upon COUNTY's delivery to CONTRACTOR of a written notice specifying the agreed upon rescheduled activity date and time and detailing the circumstances leading to the term extension.

12. **DEPARTMENT REPRESENTATIVE**

The Department's authorized representative for this Agreement is:

Name: Travis McPheeters Phone Number: 561-355-1125

13. **INSURANCE REQUIREMENTS**

It is the responsibility of CONTRACTOR to provide proof of the required insurance coverages specified in Exhibit

"B" to this Agreement. Such proof of insurance must be provided to the Department's authorized representative prior to the execution of this Agreement.

14. **INDEMNIFICATION**

CONTRACTOR shall protect, defend, reimburse, indemnify and hold 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 CONTRACTOR.

15. **NOTICES**

All notices required in this Agreement are to be hand delivered or sent by certified mail, return receipt requested.

If sent to COUNTY, such notices are to be addressed:

Palm Beach County Parks and Recreation Department
Attn: Travis McPheeters
2700 6th Avenue South
Lake Worth, Florida 33461

If sent to CONTRACTOR, such notices are to be addressed:

Modern Bujutsu Karate Florida, Inc
c/o Alexis Cardona
8203 Waterford Avenue
Tamarac, FL 33321

16. **REMEDIES**

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a 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, 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.

17. **NO THIRD PARTY BENEFICIARIES**

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.

18. **AVAILABILITY OF FUNDS**

COUNTY's performance and obligation to pay under this Agreement for subsequent fiscal years is contingent upon annual appropriations for its purpose by the Board of County Commissioners.

19. **ARREARS**

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. CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

20. PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and Contractors 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 F.S. 287.133(3)(a).

21. CRIMINAL HISTORY RECORDS CHECK

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, R2015-0572, and R2024-0549, as may be 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.

22. 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.

23. ACCESS AND AUDITS

If applicable, should any portion of the payments made to CONTRACTOR include CONTRACTOR'S charges, expenses, and costs incurred in estimating and performing the services to be performed hereunder, CONTRACTOR will maintain adequate records to justify all such charges, expenses, and costs for at least five (5) years after the expiration or termination of this Agreement. The COUNTY shall have access to all such books, records, and documents for the purpose of inspection or audit during normal business hours at 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.

24. ENTIRETY OF CONTRACTUAL AGREEMENT

COUNTY and 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.

25. 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 R2025-0748, 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, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, disability, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

26. REGULATION; LICENSING REQUIREMENTS

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.

27. 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:

- b. Keep and maintain public records required by the County to perform services as provided under this Contract.
- c. 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.
- d. 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 contract term and following

completion of the Contract, if the Contractor does not transfer the records to the public agency.

- e. Upon completion of the Contract 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 Contract, 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 Contract, 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.
- f. Failure of the Contractor to comply with the requirements of this article shall be a material breach of this Contract. 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 CONTRACT, 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.

28. 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.

29. 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.

30. **Human Trafficking Affidavit:** CONTRACTOR warrants and represents that is does not use coercion for labor or services as defined in section 787.06, Florida Statutes. CONTRACTOR has executed **Exhibit "C"**, Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS:**

By: Rene D. Carras 9/10/25
Signature Date
Director / Assistant Director
Palm Beach County Parks and Recreation Department

If Agreement Value Exceeds \$10,000.00:

County Administrator

[Signature] 9-24-25
Signature Date

WITNESS

CONTRACTOR - Modern Bujutsu Karate Florida, Inc

[Signature] 8/25/25
Signature Date
Travis McPhenters
Print

By: [Signature] 8/25/25
Signature Date
Alexis Cardona
Print
President
Title

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

County Attorney

[Signature] 9-3-25
Signature Date

**APPROVED AS TO
TERMS & CONDITIONS:**

Division Director

[Signature] 9-10-25
Signature Date

EXHIBIT "A"

(1 of 1)

CONTRACTOR'S Name: Alexis Cardona
Modern Bujutsu Karate Florida, Inc.

CONTRACTOR'S Address for Notices: 8203 Waterford Avenue
Tamarac, FL 33321

Description of Services: A program for ages 4 and up to teach basic martial arts skills

Location/Facility: Double Room (A & B) or gymnasium/West Boynton Recreation Center

Term (start/end dates): October 20, 2025 – October 24, 2026

Days of the Week/Time of Activity/Class: Monday & Wednesday
6:15pm – 8:45pm
*Instructor will separate into 2 groups during this time
16 classes per session
*Classes may be rescheduled on Tuesday, Thursday,
Friday or Saturday if deemed necessary

West Boynton Recreation Center					
October 20, 2025 – October 24, 2026					
Martial Arts Classes					
Fee Schedule					
Session	Class	max # students	cost per session	# of classes	Total Fees
Fall II	Martial Arts	45	\$75.00	16	\$3,375.00
Winter	Martial Arts	45	\$75.00	16	\$3,375.00
Spring	Martial Arts	45	\$75.00	16	\$3,375.00
Summer	Martial Arts	45	\$75.00	16	\$3,375.00
Fall I	Martial Arts	45	\$75.00	16	\$3,375.00
Grand Totals					\$16,875.00

If applicable, minimum registration will be 10 participants and maximum registration will be 45 participants.

Compensation:

70 percent of the total registration fees or
a flat fee of \$_____ per hour or
a flat fee of \$_____ per _____.

Materials, Tools and Equipment:

Supplied by COUNTY: none

Supplied by CONTRACTOR: none

COUNTY Representative: Travis McPheeters

COUNTY Representative Phone: 561-355-1125

EXHIBIT "B"
(1 of 2)
INDEPENDENT CONTRACTOR AGREEMENT
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 "B"
(2 of 2)

- ☒ **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: Travis McPheeters _____
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.

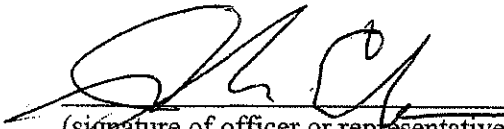
EXHIBIT "C"

NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT
Section 787.06(13), Florida Statutes

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of Modern BuJutsu Karate
(CONTRACTOR) and attest that CONTRACTOR does not use coercion for labor or services as defined
in section 787.06, Florida Statutes.

Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and
correct.


(signature of officer or representative)

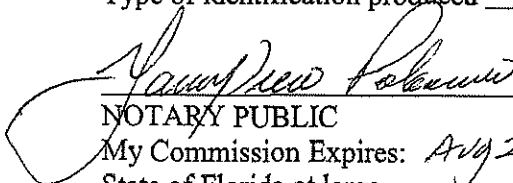
Alexis Cardona President
(printed name and title of officer or representative)

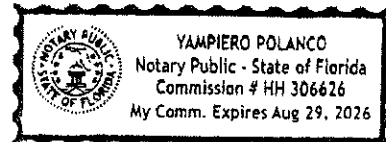
State of Florida, County of Palm Beach

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization this, 21
day of Aug 2025, by Alexis Cardona.

Personally known ☐ OR produced identification ☒.

Type of identification produced FL DL exp 10/24/26.


NOTARY PUBLIC
My Commission Expires: Aug 29, 2026
State of Florida at large



(Notary Seal)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/02/2025

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		CONTACT NAME:	
American Specialty Insurance & Risk Services, Inc.		PHONE (A/C, No. Ext):	
		FAX (A/C, No.):	
7609 W. Jefferson Blvd., Suite 100		E-MAIL ADDRESS:	
Fort Wayne IN 46804		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Arch Insurance Company	
		NAIC # 11150	
INSURED		INSURER B:	
Modern Bujutsu Karate Florida, ,Inc.		INSURER C:	
8203 Waterford Avenue		INSURER D:	
		INSURER E:	
Tamarac FL 33321		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 1002392284

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	☒ COMMERCIAL GENERAL LIABILITY	Y		SBCGL6616800	09/09/2025	09/09/2026	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 2,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 5,000,000
	☐ POLICY ☐ PRO-JECT ☒ LOC						PRODUCTS - COMP/OP AGG \$ 5,000,000
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	☐ SCHEDULED AUTOS						\$
	☐ NON-OWNED AUTOS ONLY						
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	☐ OCCUR						\$
	☐ CLAIMS-MADE						\$
	DED						\$
	RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					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)

- The Certificate Holder shall be an Additional Insured, but only with respect to the operations of the Named Insured, and subject to the provisions and limitations of Form CG 2011 Additional Insured - Managers or Lessors of Premises, effective September 09, 2025.

CERTIFICATE HOLDER

CANCELLATION

PBC Board of Co. Commissioners c/o Parks & Rec	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
2700 6th Ave. South	AUTHORIZED REPRESENTATIVE
Lake Worth, FL 33461	

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**INDEPENDENT CONTRACTOR AGREEMENT FOR
PALM BEACH COUNTY PARKS & RECREATION DEPARTMENT**

K

THIS INDEPENDENT CONTRACTOR AGREEMENT, hereinafter referred to as the "Agreement," is made and entered into on 14th day of October, 2025, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as "COUNTY," and Let Clutter Go Again, LLC, an Independent Contractor, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, COUNTY, by and through its Parks and Recreation Department, hereinafter referred to as the "Department," organizes and provides programming activities for the benefit and wellbeing of the general public; and

WHEREAS, the COUNTY desires to make available certain recreational programs, services, classes, and/or activities to its residents by entering into agreements with independent contractors for the provision of such recreational programs, services, classes, and/or activities; and

WHEREAS, the COUNTY and CONTRACTOR desire to clarify and define their responsibilities with regard to providing such services; and

WHEREAS, the recreational programs, services, classes, and/or activities will be conducted by CONTRACTOR and governed by the Department pursuant to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, COUNTY and CONTRACTOR hereby agree as follows:

1. SCOPE OF SERVICES

CONTRACTOR shall furnish the instructional services described on Exhibit "A", which is attached hereto and made a part thereof ("Services"). It is acknowledged and agreed that CONTRACTOR has chosen to provide the Services on the dates and times chosen by CONTRACTOR, and that Exhibit "A" contains the dates, times and locations at which such services shall be provided.

CONTRACTOR affirms that he/she has the knowledge and skills, either by training, experience, education or a combination thereof to adequately and competently perform the Services. CONTRACTOR shall conduct these Services in a careful and responsible manner with due regard for the safety of participants and others that may be affected by the Services or the participants. The materials, tools and equipment for the activity shall be supplied by CONTRACTOR in accordance with Exhibit "A".

2. TERM AND TERMINATION

This Agreement shall commence retroactively on October 1, 2025 and shall terminate on September 30, 2026, and is not subject to extension or renewal. The COUNTY may terminate this Agreement at any time upon written notice to the CONTRACTOR and CONTRACTOR may terminate this Agreement by providing thirty (30) business days advance written notice to the COUNTY. Such notice to be delivered to the Department's authorized representative. The COUNTY shall be liable only for payment for Services performed prior to the effective date of such termination.

3. COMPENSATION

The total amount payable by COUNTY under this Agreement for the services to be performed hereunder is not to exceed Ten Thousand (\$10,000.00) dollars.

CONTRACTOR shall be paid on a monthly basis after Services have been rendered in accordance with Exhibit "A" attached hereto. 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. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within (30) days following the COUNTY representative's approval. COUNTY will not include any refunded amounts associated with CONTRACTOR'S Services in its payments to CONTRACTOR.

In order to do business with Palm Beach County, CONTRACTOR is 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.

4. **FEES**

CONTRACTOR shall not charge any fees to the participants other than those in accordance with Exhibit "A" attached hereto. Should CONTRACTOR wish to charge any additional fees to the participants such fees must be approved by the County in advance. CONTRACTOR shall notify the COUNTY of the amount of the additional fees in writing, and if approved by the County such additional fees may be collected by CONTRACTOR. If CONTRACTOR or COUNTY terminates this Agreement prior to the scheduled completion of the Services, the purchased supplies or a pro-rata percentage of the fees collected by CONTRACTOR shall be returned to the participants who had paid such fees.

CONTRACTOR shall not engage in any activity that may result in additional cost to the COUNTY. Any acts or omissions by the CONTRACTOR while performing under this Agreement that create a real or perceived benefit to the COUNTY but have not been accounted for within the COUNTY'S cash management system in accordance with the associated Services shall not entitle the CONTRACTOR to any additional payment. Any and all liability, financial and otherwise, for such acts or omissions shall be at the sole risk of the CONTRACTOR.

5. **REGISTRATION**

The COUNTY, through the Department, shall register all participants for the Services provided by CONTRACTOR and shall collect and record all fees received. In the event of a discrepancy with the amount paid, the decision of the COUNTY is final. CONTRACTOR may request to review any supporting documentation utilized to determine the amount paid.

6. **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 perform the work, and in all respects the CONTRACTOR'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY. The CONTRACTOR does not have the power or authority to bind the COUNTY in any promise, Agreement or representation.

7. **TAXES**

It is acknowledged and agreed that the service to be provided by CONTRACTOR is a professional service and that the COUNTY is neither paying Social Security benefits nor withholding taxes from CONTRACTOR'S compensation for said service. CONTRACTOR assumes sole responsibility for the payment of any and all federal, state, and local taxes as now exist or may hereafter come into being as such taxes may be applicable to the payments made by COUNTY to CONTRACTOR in exchange for the services to be performed hereunder.

Additionally, CONTRACTOR is not eligible to benefit from the COUNTY's Tax Exempt Status. As such, CONTRACTOR is not exempt from the payment of sales taxes to suppliers for any materials as may be used in the performance of CONTRACTOR'S obligations under this Agreement.

8. **SUBCONTRACTING**

CONTRACTOR may not, without the advance written consent of the Department, subcontract or assign any rights, responsibilities or obligations under this Agreement.

9. **PERFORMANCE**

a. CONTRACTOR agrees to:

1. perform the Services set forth herein in accordance with all applicable association/governing body rules and regulations, and in a competent, professional, safe, and responsible manner with full regard for the safety of the participants and the facility;
2. assure that no person other than CONTRACTOR or a qualified employee of CONTRACTOR is engaged in the provision of the Services required to be performed hereunder;
3. provide and maintain, in proper working order and condition, all equipment and materials necessary to conduct the Services to be performed hereunder;
4. inspect the area prior to beginning Services to assure safety standards. In the event of a safety concern, CONTRACTOR is to report such concern immediately to the authorized Department representative and postpone the activity until the Department's representative determines that the concern has been addressed;
5. inspect the area following Services rendered to assure that the area remains in good condition and order;
6. utilize instructional methods and procedures conducive with the Department's purpose, intent, and objective in providing the recreational activity;
7. provide the Department's authorized representative five (5) business days advance notice of all schedule conflicts/changes;
8. immediately notify the Department's authorized representative of any unanticipated absences such as personal/family illnesses; and
9. adhere to applicable Department policies and procedures and all federal, state and local laws and regulations, including Palm Beach County Code, Chapter 21, as may be amended, pertaining to Parks and Recreation.
10. assure that all participants have paid the activity fee; and

11. take attendance during each class and reconcile attendees to activity roster.

b. COUNTY agrees to:

1. maintain the area and associated facilities in a safe and clean condition;
2. conduct registration, collect participation fees, and process refunds for program registrants;
3. provide activity rosters to the CONTRACTOR; and
4. provide compensation to CONTRACTOR pursuant to the terms of this Agreement; and
5. publicize, promote, and advertise the activity when feasible.

10. **POSTPONEMENT OR CANCELLATION OF ACTIVITY**

In the event emergency conditions arise which may affect public safety, the activity may be postponed or cancelled. Such emergency conditions include, but are not limited to, acts of God or issuance of an executive order indicating a state of general emergency. COUNTY, in its sole discretion, will determine the necessity to postpone or cancel the activity and will endeavor to provide CONTRACTOR at least four (4) hours notice of such postponement or cancellation prior to the activity start time. Provided, however, COUNTY's notice of such postponement or cancellation may be given at anytime including during the activity.

In the event COUNTY cancels the activity due to any public safety concern or CONTRACTOR elects to cancel the activity rather than accept a delayed start time, the term of this agreement will be extended upon the same terms and conditions provided that within five (5) days following such occurrence, COUNTY and CONTRACTOR agree upon a rescheduled activity date and time. Such term extension will be effective upon COUNTY's delivery to CONTRACTOR of a written notice specifying the agreed upon rescheduled activity date and time and detailing the circumstances leading to the term extension.

In the event COUNTY and CONTRACTOR are unable to agree upon a rescheduled activity date and time as specified above, this Agreement will terminate without further action or payment.

11. **CANCELLATION, RESCHEDULING AND SUBSTITUTION OF ACTIVITY**

In the event CONTRACTOR fails to perform or otherwise cancels the activity for any reason, including illness, at any time, the term of this agreement may be extended upon the same terms and conditions provided that within five (5) days following such cancellation, COUNTY and CONTRACTOR agree upon a rescheduled activity date and time. Such term extension will be effective upon COUNTY's delivery to CONTRACTOR of a written notice specifying the agreed upon rescheduled activity date and time and detailing the circumstances leading to the term extension.

12. **DEPARTMENT REPRESENTATIVE**

The Department's authorized representative for this Agreement is:

Name: Craig Perry Phone Number: 561-745-0839

13. **INSURANCE REQUIREMENTS**

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

14. **INDEMNIFICATION**

CONTRACTOR shall protect, defend, reimburse, indemnify and hold 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 CONTRACTOR.

15. **NOTICES**

All notices required in this Agreement are to be hand delivered or sent by certified mail, return receipt requested.

If sent to COUNTY, such notices are to be addressed:

Palm Beach County Parks and Recreation Department
Attn: Aquatic Programs Coordinator
2700 6th Avenue South
Lake Worth, Florida 33461

If sent to CONTRACTOR, such notices are to be addressed:

Let Clutter Go Again, LLC
3210 Meridian Way South Apt 15
Palm Beach Gardens, FL 33410
561-236-4298

16. **REMEDIES**

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a 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, 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.

17. **NO THIRD PARTY BENEFICIARIES**

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.

18. **AVAILABILITY OF FUNDS**

COUNTY's performance and obligation to pay under this Agreement for subsequent fiscal years is contingent upon annual appropriations for its purpose by the Board of County Commissioners.

19. **ARREARS**

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. CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

20. **PUBLIC ENTITY CRIMES**

As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof,

CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and Contractors 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 F.S. 287.133(3)(a).

21. CRIMINAL HISTORY RECORDS CHECK

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, R2015-0572, and R2024-0549, as may be 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.

22. 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.

23. ACCESS AND AUDITS

If applicable, should any portion of the payments made to CONTRACTOR include CONTRACTOR'S charges, expenses, and costs incurred in estimating and performing the services to be performed hereunder, CONTRACTOR will maintain adequate records to justify all such charges, expenses, and costs for at least five (5) years after the expiration or termination of this Agreement. The COUNTY shall have access to all such books, records, and documents for the purpose of inspection or audit during normal business hours at 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.

24. ENTIRETY OF CONTRACTUAL AGREEMENT

COUNTY and 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.

25. 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 R2025-0748, 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, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, disability, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

26. REGULATION; LICENSING REQUIREMENTS

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.

27. 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:

- b. Keep and maintain public records required by the County to perform services as provided under this Contract.
- c. 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.
- d. 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 contract term and following completion of the Contract, if the Contractor does not transfer the records to the public agency.
- e. Upon completion of the Contract 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 Contract, 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 Contract, 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.

- f. Failure of the Contractor to comply with the requirements of this article shall be a material breach of this Contract. 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 CONTRACT, 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.

28. **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.

29. **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.

30. **Human Trafficking Affidavit:** CONTRACTOR warrants and represents that is does not use coercion for labor or services as defined in section 787.06, Florida Statutes. CONTRACTOR has executed **Exhibit "C"**, Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS:**

By: [Signature] 10/8/2025
Signature Date
Director / Assistant Director
Palm Beach County Parks and Recreation Department

If Agreement Value Exceeds \$10,000.00:

County Administrator

[Signature] 10-14-25
Signature Date

WITNESS

[Signature] 9/25/25
Signature Date
Craig Perry
Print

CONTRACTOR - Let Clutter Go Again, LLC

By: [Signature] 9/25/25
Signature Date
Kathleen Andio
Print
Water Aerobic Instructor
Title

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

County Attorney

[Signature] 10-6-25
Signature Date

**APPROVED AS TO
TERMS & CONDITIONS:**

Division Director

[Signature] 10/7/25
Signature Date

EXHIBIT "A"
(1 of 2)

CONTRACTOR'S Name: Let Clutter Go Again, LLC / Kathy Andio
CONTRACTOR'S Address for Notices: 3210 Meridian Way South Apt 15
Palm Beach Gardens, FL 33410
Description of Services: Provide water aerobics/ exercise program
Location/Facility: North County Aquatic Complex
861 Toney Penna Drive
Jupiter, FL 33458
Term (start/end dates): October 1, 2025/ September 30, 2026
Days of the Week/Time of Activity/Class: Thursday: 10:00a -11:00am
Variations may be made based on season and weather.
Requires Facility Manager approval

*Palm Beach County reserves the right to request schedule changes to the above for seasonal programs, team trainings, or facility operations/events, by providing Contractor advanced notice at least 24 hours prior to scheduled practice/event start time. Reasonable efforts will made to reschedule cancelled practice(s) with minimal disruptions to the operations of the Parties.

Compensation:

Water Aerobics Fees/ NCAC	Daily Fees	Estimated Participants	Estimated Revenue
Daily Water Exercise Admission	\$6.00	725	\$4,350
Water Exercise Discount Pass (10 visits= \$54.00)	\$5.40	1840	\$9,936
TOTAL		2565	\$14,286

*Number of participants varies each day. Minimum and maximum number of participants is determined by COUNTY.

The estimated revenue total earned for this program has been rounded to \$14,286.00, with 70% of revenues rounded to \$10,000.00.

Invoices received from the CONTRACTOR pursuant to this Contract will be reviewed and approved by the COUNTY's representative, to verify that services have been rendered in conformity with the Contract. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval.

Materials, Tools and Equipment:

Supplied by County/ Facility: The facility will purchase any water aerobic related equipment such as Floating Noodles and Dumbbells, as long as there is money budgeted to make the purchase.

*Any additional items required for the course may need to be purchased by the Contractor if the County cannot supply it.

Are participants being transported as part of the Scope of Service? ☐Yes ☒No

According to Florida Statute Chapter 440, are you required to maintain Workers' Compensation and Employer Liability coverage? ☐Yes ☒No

EXHIBIT “A”

(2 of 2)

Scope of Work:

CONTRACTOR will supervise all activities in regards to their program and its facilitation.

CONTRACTOR will follow the facility's established CRITICAL INCIDENT PROCEDURES/ EMERGENCY ACTION PLANS should a serious injury or incident occur at the facility.

CONTRACTOR will ensure that all participants be instructed in the pool rules and safety procedures to ensure that risk of injury or accidents is minimized.

CONTRACTOR will provide the facility manager with a list of any additional registered water aerobics instructors as needed.

CONTRACTOR must submit written requests for lane space to the facility manager on an annual basis. CONTRACTOR and facility manager will meet on a bi-annual basis to assess annual request. Said requests shall be reviewed by the facility manager and request for said usage shall not be unreasonably withheld. At a minimum, CONTRACTOR will submit to the facility manager quarterly, proposed pool needs and activity schedules. The facility manager will review said schedule and after considering the needs of the general public and other program offerings at the facility make reasonable changes thereto, or agree to the schedule as proposed.

CONTRACTOR will ensure proper use and care of all County equipment used by CONTRACTOR, CONTRACTOR'S staff, and program participants.

CONTRACTOR will ensure that the facility is utilized properly and as scheduled and left clean. It is the CONTRACTOR'S will maintain clean and orderly office and storage areas that have been allocated for the water aerobics program.

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EXHIBIT "B"
(1 of 2)
INDEPENDENT CONTRACTOR AGREEMENT
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 "B"

(2 of 2)

- ☒ **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: Aquatic Programs Coordinator
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 "C"

NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT
Section 787.06(13), Florida Statutes

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of Let Clutter Go Again / Kathleen Andio
(CONTRACTOR) and attest that CONTRACTOR does not use coercion for labor or services as defined
in section 787.06, Florida Statutes.

Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and
correct.

Kathleen Andio
(signature of officer or representative)

Kathleen Andio
(printed name and title of officer or representative)

State of Florida, County of Palm Beach

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization this, ____
24th day of September 2025, by Kathleen Andio.

Personally known ☐ OR produced identification ☒.

Type of identification produced FLDL.

Jorge Guerra
NOTARY PUBLIC
My Commission Expires: 9/7/2026
State of Florida at large



JORGE GUERRA
Notary Public
State of Florida
Comm# HH309670
Expires 9/7/2026

(Notary Seal)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/10/2025

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

NEXO Insurance
111 N. Sepulveda Blvd., Suite 325
Manhattan Beach, CA 90266

CONTACT NAME: Alternative Balance LLC

PHONE (A/C No. Ext): 1-800-871-3848 FAX (A/C, No):

E-MAIL ADDRESS: contact@alternativebalance.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Lio Specialty Insurance Company	17346
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED Kathy Andio
Palm Beach Forest Bathing
Let Clutter Go Again, LLC
3210 Meridian Way South Apt 15
Palm Beach Gardens, FL 00000

COVERAGES

CERTIFICATE NUMBER: WIN 3000000001-02-AL212615

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY	☒		WIN 3000000001-02-AL212615	10/10/2025	10/10/2026	EACH OCCURRENCE \$ 2,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	☒ PROFESSIONAL LIABILITY (Claims Made)						MED EXP (Any one person) \$ 5,000
	AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ Included
	☒ POLICY ☐ PROJECT ☐ LOC						GENERAL AGGREGATE \$ 4,000,000
	AUTOMOBILE LIABILITY						PRODUCTS - COMP/OP AGG \$ 2,000,000
	ANY AUTO						\$
	ALL OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$
	HIRED AUTOS						BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
	UMBRELLA LIAB						PROPERTY DAMAGE (Per accident) \$
	EXCESS LIAB						EACH OCCURRENCE \$
	DED						AGGREGATE \$
	RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				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)

It is understood and agreed that the Certificate Holder is named as Additional Insured, subject to all policy terms, conditions, and exclusions

CERTIFICATE HOLDER

CANCELLATION

Palm Beach County Board of County Commissioners

2700 6th Avenue South

Lake Worth FL 33461

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

Miriam Ball