

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: December 2, 2025

☒ 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 adopt: a Resolution repealing Resolution R94-422, as amended by Resolutions R2002-2103, R2007-0409, R2012-0168, R2017-0822, and R2021-0249 and replacing the Standard Independent Contractor Agreement (Agreement) previously approved by the Board of County Commissioners (BCC) with two (2) revised Agreements: the Recreation Instructor Independent Contractor Agreement and the Sports Officials Independent Contractor Agreement, for use by the Parks and Recreation Department (Parks).

Summary: On April 5, 1994, the Board of County Commissioners (BCC) approved Resolution R94-422 authorizing the County Administrator and the Director of the Parks and Recreation Department (Parks) to execute a standard Independent Contractor Agreement (ICA) for the provision of part-time, temporary recreation instructors. Resolutions R2002-2103, R2007-0409, R2012-0168, R2017-0822, and R2021-0249 subsequently amended and expanded that authority. Recreation instructors and sports officials are exempt from the County's Purchasing Ordinance, and use of these standard forms streamlines the contracting process while ensuring consistency, legal sufficiency, and operational efficiency for the Parks programs.

This Resolution repeals and replaces all prior related Resolutions in their entirety to consolidate the BCC's delegated authority and modernize the form of agreement. The new Resolution establishes two (2) separate standard agreements: the Recreation ICA Agreement and the Sports Officials ICA. The Recreation Instructor Agreement now includes an option authorizing instructors to conduct program registration and fee collection directly, with the contractor remitting either an agreed-upon percentage of gross registration fees collected or a flat monthly facility use fee to the County. The separate Sports Officials Agreement better reflects the unique nature of officiating services and provides clearer expectations between the BCC and contractors. Countywide (AH)

Background and Justification: Parks offers a wide range of programs through the use of independent contractors, a long-standing and cost-effective practice in the field of parks and recreation. Independent contractors currently provide instruction and officiating services for programs such as aquatics, sports instruction, cultural arts, and nature-based activities. Contractors also support youth enrichment and camp programs and serve as sports officials for youth and adult leagues in baseball/softball, basketball, soccer, football, and volleyball.

The attached Resolution repeals and replaces all prior authorizations dating back to 1994, consolidating the BCC's delegated authority into a single framework and adopting two (2) updated standard agreements: the Recreation Instructor ICA and the Sports Officials ICA. The revised agreements modernize payment structures, clarify program management options, and ensure operational efficiency, fiscal accountability, and consistency across BCC recreation programs.

Attachment:

1. Resolution repealing and replacing Resolutions R94-422, R2002-2103, R2007-0409, R2012-0168, R2017-0822, and R2021-0249

Recommended by: 
Department Director

11/5/2025
Date

Approved by: 
Deputy County Administrator

11/16/25
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2026	2027	2028	2029	2030
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____
Is Item Included in Current Budget:	Yes	_____	No	_____	X
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 _____ Department _____ Unit _____
Object _____ /Revenue Source _____ Program _____

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

There is no fiscal impact associated with this item.

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

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

Lisa Mat 11/5/2025
OFMB JAA 11/5
VS 11/5

Frank G. Smith 11/12/25
Contract Development & Control 26, 11.10.25
11-10-25 TW

B. Legal Sufficiency:

Anne Delgent 11/13/25
Assistant County Attorney

C. Other Departmental Review:

Department Director

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

RESOLUTION 2025-

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, REPEALING AND REPLACING RESOLUTIONS R-94-422 as amended by R-2002-2103, R-2007-0409, R-2012-0168, R-2017-0822, AND R-2021-0249; PROVIDING FOR STANDARD INDEPENDENT CONTRACTOR AGREEMENTS FOR RECREATION INSTRUCTORS AND SPORTS OFFICIALS; PROVIDING FOR DELEGATION OF SIGNATORY AUTHORITY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners ("BCC") offers a variety of recreation programs through its Parks and Recreation Department ("Department"); and

WHEREAS, the Department utilizes independent contractors as a cost-effective means of providing such programs and services to the public; and

WHEREAS, recreation instructors and sports officials are engaged under independent contractor agreements to deliver instructional and officiating services for Department recreation programs; and

WHEREAS, recreation instructors and sports officials are exempt from the BCC's Purchasing Ordinance; and

WHEREAS, Resolution R-94-422 was adopted by the BCC on April 5, 1994, which authorized the County Administrator and the Director of the Parks and Recreation Department to execute standard Independent Contractor Agreements for the provision of part-time temporary recreation instructors; and

WHEREAS, Resolutions R-2002-2103, R-2007-0409, R-2012-0168, R-2017-0822 and R-2021-0249 subsequently amended and expanded that authority, delegating execution to the County Administrator, Director and Assistant Director of the Parks and Recreation Department for standard Independent Contractor Agreements and amendments; and

WHEREAS, it is necessary to further amend the standard Independent Contractor Agreement attached to Resolution R-2021-0249 to replace it with two (2) updated standard agreements: the Recreation Instructor Independent Contractor Agreement and the Sports Officials Independent Contractor Agreement, which include revised exhibits and additional provisions authorizing instructors to collect registration fees and remit either a percentage of gross registration fees collected or a flat monthly facility use fee to the County; and

WHEREAS, repealing and replacing R-94-422 as amended by R-2002-2103, R-2007-0409, R-2012-0168, R-2017-0822 and R-2021-0249 is in the County's best interest.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, that:

1. **Repeal and Replacement of Prior Resolutions.** Resolutions R-94-422 as amended by R-2002-2103, R-2007-0409, R-2012-0168, R-2017-0822, and R-2021-0249 are hereby repealed and replaced in their entirety with the following:

Section 1. Standard Independent Contractor Agreements For Recreation Instructors and Sports Officials. The BCC hereby adopts the following standard agreements, attached hereto and incorporated herein by reference:

Attachment "A-1" - Recreation Instructor Independent Contractor Agreement; and
Attachment "A-2" - Sports Officials Independent Contractor Agreement.

These standard agreements shall be used for the procurement of independent contractors providing instructional, officiating, and related recreation services within the Parks and Recreation Department.

Section 2. Delegation of Signature Authority. The County Administrator or designee is hereby authorized to execute, on behalf of the BCC, the standard agreements attached to this Resolution and to execute amendments to such agreements that do not change the terms or conditions of the approved standard forms. It is the intention of the BCC that this delegation of signature authority is strictly limited to the parameters set forth herein.

In the event there is any material deviation from the approved standard terms and conditions of the Standard Agreement, then approval of the BCC shall be required.

For purposes of this Resolution, the County Administrator's designee shall include the Director and Deputy Director of the Parks and Recreation Department.

Contracts with estimated value of \$100,000 or greater shall be executed by the County Administrator.

- 2. **Severability.** If any section, sentence, clause, phrase, or word of this Resolution is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions.
- 3. **Effective Date.** This Resolution shall become effective immediately upon adoption.

The foregoing Resolution was offered by Commissioner _____ who moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a vote, the vote was as follows:

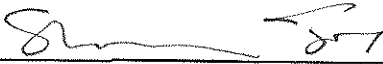
- Commissioner Sara Baxter, Mayor
- Commissioner Marci Woodward, Vice Mayor
- Commissioner Maria G. Marino
- Commissioner Gregg K. Weiss
- Commissioner Joel G. Flores
- Commissioner Maria Sachs
- Commissioner Bobby Powell Jr.

The Mayor thereupon declared this Resolution duly passed and adopted this ____ day of _____, 2025.

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

PALM BEACH COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

Mike Caruso, Clerk of the Circuit Court & Comptroller
Palm Beach County

By: 
Senior Assistant County Attorney
for Anne Helfant

By: _____
Deputy Clerk

**RECREATION INSTRUCTOR 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 ____ day of _____, _____, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as "COUNTY," and Click here to enter text., 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:

ARTICLE 1: SCOPE OF SERVICES

CONTRACTOR shall furnish the recreational programs, services, classes, and/or activities ("Services") described on **Exhibit "A"**, which is attached hereto and made a part thereof. 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 Services shall be supplied by CONTRACTOR in accordance with **Exhibit "A"**.

ARTICLE 2: TERM AND TERMINATION

This Agreement shall commence on Click here to enter text. and shall terminate on Click here to enter text., 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.

ARTICLE 3: COMPENSATION

The total amount payable by COUNTY under this Agreement for the Services to be performed hereunder is not to exceed Click here to enter text dollars. CONTRACTOR shall be compensated in one of the following ways (Palm Beach County Parks & Recreation Department Representative to mark as applicable):

☐ **COUNTY PAYMENTS TO CONTRACTOR:**

CONTRACTOR shall be paid on a monthly basis after Services have been rendered in accordance with **Exhibit "A"** attached hereto.

COUNTY agrees to pay the CONTRACTOR a facility use fee in one of the following forms:

- ☐ **Percentage of Revenue:** _____% of all net registration fees collected for Services rendered during the prior month; or
- ☐ **Flat Fee:** A flat fee of \$_____ per _____, per month.

Invoices received from the CONTRACTOR pursuant to this Agreement shall be reviewed and approved by the COUNTY's representative, to verify that Services have been rendered in conformity with the Agreement. Approved invoices will be processed for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval. COUNTY shall not include any refunded amounts associated with CONTRACTOR'S Services in its payments to CONTRACTOR.

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.

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.

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.

☐ **CONTRACTOR PAYMENTS TO COUNTY**

No compensation shall be paid by the COUNTY for CONTRACTOR'S Services under this Agreement. CONTRACTOR shall pay the COUNTY a facility use fee on a monthly basis, for the Services rendered in accordance with **Exhibit "A"** attached hereto.

CONTRACTOR agrees to pay the COUNTY a facility use fee in one of the following forms:

- ☐ **Percentage of Revenue:** _____% of all gross registration fees collected for Services rendered during the prior month; or
- ☐ **Flat Fee:** A flat fee of \$_____ per _____, per month.

When the facility use fee is based on a percentage of registration fees collected, CONTRACTOR shall remit payment to the COUNTY no later than ten (10) business days after the start of the following month. When the facility use fee is a flat amount, CONTRACTOR shall remit payment to the COUNTY on or before the first business day of each month.

Each payment shall be accompanied by a detailed roster and supporting documentation that accounts for all fees collected, including the registrant's name, Services registered for, and payment method. CONTRACTOR shall provide a copy of such records to the COUNTY simultaneously with the monthly payment.

Failure to remit payment within thirty (30) calendar days of the due date shall constitute a default under this Agreement and may, at the sole discretion of the COUNTY, result in suspension of CONTRACTOR'S Services, termination of this Agreement, in addition to the remedies set forth in Article 15.

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 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.

CONTRACTOR shall be responsible for registering program participants and collecting all registration fees. All participants shall be required to register for Services with the CONTRACTOR using written or digital forms provided by the CONTRACTOR. Registrations shall be between the CONTRACTOR and the participant registering for the Services. However, during the CONTRACTOR'S registration process, CONTRACTOR shall require that all participants execute a COUNTY approved Waiver and Indemnification Form ("Waiver Form") as a condition of allowing participant to receive any Services offered by the CONTRACTOR at or upon any COUNTY facilities or properties. If the COUNTY determines that a participant is receiving Services at or upon any COUNTY facilities or properties under this Agreement without having executed a Waiver Form, the COUNTY shall have the right to prohibit that participant from receiving Services until such time as the participant submits to the COUNTY a fully executed Waiver Form.

ARTICLE 4: REGISTRATION 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.

ARTICLE 5: 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.

ARTICLE 6: 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.

ARTICLE 7: SUBCONTRACTING

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

ARTICLE 8: 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 for safety 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 to the Department's purpose, intent, and objective in providing the Services;
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;
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 in advance of receiving the Services;
11. take attendance during each class and reconcile attendees to activity roster;
12. issue pre and post surveys to participants; and
13. publicize, promote, and advertise the Services.

b. COUNTY agrees to:

1. maintain the area and associated facilities in a safe and clean condition; and
2. publicize, promote, and advertise the activity when feasible.

ARTICLE 9: POSTPONEMENT OR CANCELLATION OF SERVICES

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 Services and will endeavor to provide CONTRACTOR at least four (4) hours notice of such postponement or cancellation prior to the start time. Provided, however, COUNTY's notice of such postponement or cancellation may be given at anytime including during the Services.

In the event COUNTY cancels the Services due to any public safety concern or CONTRACTOR elects to cancel the Services 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 date and time as specified above, this Agreement will terminate without further action or payment.

ARTICLE 10: CANCELLATION, RESCHEDULING AND SUBSTITUTION OF SERVICES

In the event CONTRACTOR fails to perform or otherwise cancels the Services for any reason, 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 date and time. Such term extension will be effective upon COUNTY's delivery to CONTRACTOR of a written notice specifying the agreed upon rescheduled date and time and detailing the circumstances leading to the term extension. If Services are unable to be rescheduled within five (5) days, the activity will be cancelled and CONTRACTOR shall refund collected fees to participants within 7 days of cancellation.

ARTICLE 11: DEPARTMENT REPRESENTATIVE

The Department's authorized representative for this Agreement is:

Name: [Click or tap here to enter text.](#)

Title: [Click or tap here to enter text.](#)

Phone Number: [Click or tap here to enter text.](#)

The CONTRACTOR'S representative/liaison during the performance of this Agreement is:

Name: [Click or tap here to enter text.](#)

Title: [Click or tap here to enter text.](#)

Phone Number: [Click or tap here to enter text.](#)

ARTICLE 12: 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.

ARTICLE 13: 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.

ARTICLE 14: 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: [Click here to enter text.](#)
2700 6th Avenue South
Lake Worth, Florida 33461

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

[Click here to enter text.](#)
[Click here to enter text.](#)
[Click here to enter text.](#)

[Click here to enter text.](#)

ARTICLE 15: 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.

ARTICLE 16: 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.

ARTICLE 17: 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.

ARTICLE 18: 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.

ARTICLE 19: 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).

ARTICLE 20: CRIMINAL HISTORY RECORDS CHECK

CONTRACTOR at its sole expense shall conduct criminal background checks on all staff members, principals, volunteers, officials, agents, sub-contractors and employees associated with Agreement Services as required by federal, state, or local laws and/or Countywide/Department/Division policies and procedures. Prior to commencement of Services, CONTRACTOR shall provide an updated and current list of all cleared personnel using the Background Screening Affidavit Form in **Exhibit "C"** attached hereto. CONTRACTOR shall only use staff and volunteers that have successfully passed the required background checks and who meet the minimum requirements as set forth in this Agreement. The COUNTY reserves the right to audit records and require the removal of any individual who does not meet required standards. Failure to comply with any provision of this section may constitute a material breach of this Agreement.

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

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

ARTICLE 21: CONCUSSION PROTOCOL COMPLIANCE

If applicable, CONTRACTOR shall ensure compliance with all applicable concussion and head injury protocols for any athletic, recreational, or physical activity programs. CONTRACTOR shall adhere to Section 943.0438, Florida Statutes, and all applicable COUNTY and Department policies (DO-O-052), including but not limited to the implementation of a concussion and head injury policy that requires: training for staff, volunteers, coaches, officials, and agents on the nature and risks of concussions; immediate removal from play of any participant suspected of sustaining a head injury; return-to-play clearance from a qualified health care provider; and annual distribution of educational materials to parents or guardians. CONTRACTOR shall certify compliance by submitting a signed Concussion and Head Injury Compliance Affidavit (**Exhibit "D"**) and shall retain records demonstrating adherence to these requirements. The COUNTY reserves the right to review, audit, or request documentation related to concussion policy compliance at any time.

ARTICLE 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.

ARTICLE 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 Agreement requirements and detect corruption and fraud.

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

ARTICLE 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.

ARTICLE 25: NONDISCRIMINATION

The COUNTY is committed to assuring equal opportunity in the award of contracts, agreements 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 Agreement, 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 Agreement.

ARTICLE 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.

ARTICLE 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:

- a. Keep and maintain public records required by the COUNTY to perform Services as provided under this Agreement.
- b. Upon request from the County's Custodian of Public Records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as

otherwise provided by law. The CONTRACTOR further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach COUNTY PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.

- c. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement, if the CONTRACTOR does not transfer the records to the public agency.
- d. Upon completion of the Agreement the CONTRACTOR shall transfer, at no cost to the COUNTY, all public records in possession of the CONTRACTOR unless notified by COUNTY's representative/liaison, on behalf of the COUNTY's Custodian of Public Records, to keep and maintain public records required by the COUNTY to perform the service. If the CONTRACTOR transfers all public records to the COUNTY upon completion of the Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically by the CONTRACTOR must be provided to COUNTY, upon request of the COUNTY's Custodian of Public Records, in a format that is compatible with the information technology systems of COUNTY, at no cost to COUNTY.

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

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

ARTICLE 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.

ARTICLE 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.

ARTICLE 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 "E"**, Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.

(REMAINDER OF 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 _____ Date _____
Director / Deputy Director
Palm Beach County Parks and Recreation Department

If Agreement Value Exceeds \$100,000.00:

County Administrator

By: _____
Signature _____ Date _____

CONTRACTOR - Click or tap here to enter text.

By: _____
Signature _____ Date _____

Print

Title

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

Senior Assistant County Attorney

Signature _____ Date _____

**APPROVED AS TO
TERMS & CONDITIONS:**

Division Director

Signature _____ Date _____

EXHIBIT "A"
SCOPE OF SERVICES

Definitions:

- **Gross Registration Fees:** total registration fees actually collected for Services rendered, without deduction of any kind, including refunds, sales taxes, credit card/merchant fees, staffing, supplies, or any other expenses.
- **Net Registration Fees:** total registration fees actually collected, less bona fide refunds issued to registrants and less sales taxes remitted to taxing authorities.

CONTRACTOR'S Name:

Type of Service _____

Location/Facility: _____

Day(s)/Date(s) Scheduled _____

Time Scheduled _____

Participant Fees _____

Description of Services _____

A minimum of _____ and a maximum of _____ paid enrollments must be received prior to commencement of Services. COUNTY reserves the right to cancel Services not meeting the minimum enrollment threshold.

Reporting Requirements

- CONTRACTOR shall provide the COUNTY with a monthly roster and supporting documentation that accounts for all fees collected, including registrant's name, Services registered for, and method of payment.
- COUNTY may require additional program reports (e.g., attendance, cancellations, evaluations) as specified by Department staff.

EXHIBIT "B"

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"

- ☐ **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: _____
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"
Background Screening Affidavit

I, _____ as the representative of _____, hence forth referred to as the CONTRACTOR *insert this section if applicable → and operating under the "Independent Sanctioning Body" of _____*, and having the authority to bind the CONTRACTOR, do hereby certify under penalty of law that the CONTRACTOR has:

- a. conducted background screenings for all staff and volunteers in accordance with Florida State Statute(s), _____ and in accordance with the Policies and Procedures of the Palm Beach County Parks and Recreation Department, as more particularly described in Article 20– Criminal History Records Checks, attached hereto and incorporated herein by reference. I further understand that no person(s) other than those who have successfully passed all aspects of the background screening process will be permitted to act on behalf of or in any official capacity with the CONTRACTOR while utilizing Palm Beach County facilities.
- b. submitted a list of names that provides all active staff and volunteers that will or may utilize Palm Beach County facilities; that the included list provides only those names that have successfully passed the background screening process as described in Article 20 – Criminal History Records Checks; and that the included list of approved names is accurate and complete to the best of my knowledge. I further understand that I must keep this Background Screening Affidavit up to date and provide the County with the names of any future staff or volunteer that utilizes Palm Beach County facilities.
- c. ***This section is only applicable for Athletic Coaches for independent sanctioning authorities:*** submitted copies of all bylaws, training documentations, informed consent forms and all other materials required by Florida State Statute 943.0438 and the Palm Beach County Parks and Recreation Department as described in **Exhibit "A"**.

(PRINT NAME: CONTRACTOR) (SIGN NAME: CONTRACTOR) (DATE)

(PRINT NAME: Witness) (SIGN NAME: Witness) (DATE)

Sworn to (or affirmed) and subscribed to me this _____ day of _____, _____ (year)

By: _____ (Name of affiant)

Exhibit "D"
Concussion and Head Injury Compliance Affidavit

I, _____ as the representative of _____,
hence forth referred to as the CONTRACTOR *insert this section if applicable → and operating*
under the "Independent Sanctioning Body" of _____, and having the
authority to bind the CONTRACTOR, do hereby certify under penalty of law that the
CONTRACTOR has:

Met the Concussion and Head Injuries Requirements of *Florida Statute 943.0438* and in
accordance with the Policies and Procedures of the Palm Beach County Parks and
Recreation Department, as more particularly described in Article 21 – Concussion Protocol
Compliance, attached hereto and incorporated herein by reference. I further understand that
no person(s) other than those who have successfully met all requirements of the Concussion
and Head Injuries Requirements will be permitted to participate, or act on behalf of or in any
official capacity with the Youth Athletic Permit Holder while utilizing Palm Beach County
facilities.

(PRINT NAME: CONTRACTOR) (SIGN NAME: CONTRACTOR) (DATE)

(PRINT NAME: Witness) (SIGN NAME: Witness) (DATE)

Sworn to (or affirmed) and subscribed to me this _____ day of
_____, _____ (year)

By: _____ (Name of affiant)

EXHIBIT "E"

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.**

(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, _____ day of _____, by _____
_____.

Personally known ☐ OR produced identification ☐.

Type of identification produced _____.

NOTARY PUBLIC
My Commission Expires:
State of Florida at large

(Notary Seal)

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

THIS SPORTS OFFICIALS INDEPENDENT CONTRACTOR AGREEMENT, hereinafter referred to as the "Agreement," is made and entered into on _____ day of _____, by and between the Board of County Commissioners of Palm Beach County, Florida, hereinafter referred to as "COUNTY," and Click here to enter text., 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 youth and adult sports leagues for the benefit and well being of the general public; and

WHEREAS, the COUNTY desires to obtain qualified sports officiating services for its youth and adult sports leagues by entering into agreements with independent contractors for the provision of such services; and

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

WHEREAS, the sports officiating services 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:

ARTICLE 1 - SCOPE OF SERVICES

CONTRACTOR shall furnish 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 COUNTY, 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 Services shall be supplied by CONTRACTOR in accordance with **Exhibit "A"**.

ARTICLE 2 - TERM

This CONTRACTOR shall commence services on Click here to enter text. and complete all services by Click here to enter text., with the option to renew _____ additional _____ year periods, upon written consent of both parties.

ARTICLE 3 – COMPENSATION

The total amount payable by COUNTY under this Agreement for the services to be performed hereunder is not to exceed Click here to enter text. dollars.

CONTRACTOR shall be paid on a monthly basis after Services have been rendered in accordance with **Exhibit "B"** 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. All invoices shall be itemized and include at a minimum: the number of officials worked, the number of games worked, location and dates of games worked, and an authorized signature for CONTRACTOR. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval.

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

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

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

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

ARTICLE 5 – TERMINATION

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

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

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

ARTICLE 6 – PERSONNEL

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

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

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

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

ARTICLE 7 – SUBCONTRACTING

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

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

ARTICLE 8 - COUNTY REPRESENTATIVE

The Department's authorized representative for this Agreement is:

Name: Click here to enter text. Phone Number: Click here to enter text.

ARTICLE 9 - FEDERAL AND STATE TAX

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

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

ARTICLE 10 - AVAILABILITY OF FUNDS

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

ARTICLE 11 – INSURANCE

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

ARTICLE 12 – INDEMNIFICATION

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

ARTICLE 13 - SUCCESSORS AND ASSIGNS

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

ARTICLE 14 – REMEDIES

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

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

ARTICLE 15 - CONFLICT OF INTEREST

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

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

ARTICLE 16 - EXCUSABLE DELAYS

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

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

ARTICLE 17 – ARREARS

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

ARTICLE 18 – DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

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

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

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

ARTICLE 19 - INDEPENDENT CONTRACTOR RELATIONSHIP

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

The CONTRACTOR shall exercise control over the means and manner in which it and its employees and subcontractors perform the work, and in all respects the CONTRACTOR'S relationship and the

relationship of its employees and subcontractors to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

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

ARTICLE 20 - CONTINGENT FEES

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

ARTICLE 21 - ACCESS AND AUDITS

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

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

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

ARTICLE 22 – 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 Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

As a condition of entering into this Agreement, the CONTRACTOR represents and warrants that it will comply with the COUNTY'S Commercial Nondiscrimination Policy as described in Resolution 2025-0748, as amended. As part of such compliance, the CONTRACTOR shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the CONTRACTOR retaliate against any person for reporting instances of such discrimination. The CONTRACTOR shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy

the effects of marketplace discrimination that have occurred or are occurring in the COUNTY'S relevant marketplace in Palm Beach County. The CONTRACTOR understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification or debarment of the company from participating in COUNTY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. CONTRACTOR shall include this language in its subcontracts.

ARTICLE 23 - AUTHORITY TO PRACTICE

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

ARTICLE 24- SEVERABILITY

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

ARTICLE 25 - PUBLIC ENTITY CRIMES

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

ARTICLE 26 - MODIFICATIONS OF WORK

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

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

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

ARTICLE 27 – NOTICE

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

Palm Beach County Parks and Recreation Department
Attn: Click or tap here to enter text.
2700 6th Avenue South
Lake Worth, Florida 33461

If sent to the CONTRACTOR, notices shall be addressed to:

Click or tap here to enter text.
Attn: Click or tap here to enter text.
Click or tap here to enter text.
Click or tap here to enter text.

ARTICLE 28 - ENTIRETY OF CONTRACTUAL AGREEMENT

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

ARTICLE 29 - CRIMINAL HISTORY RECORDS CHECK

CONTRACTOR at its sole expense shall conduct criminal background checks on all staff members, volunteers, officials, agents, sub-contractors and employees associated with Agreement Services as required by federal, state, or local laws and/or Countywide/Department/Division policies and procedures. Prior to commencement of Services, CONTRACTOR shall provide an updated and current list of all cleared personnel using the Background Screening Affidavit Form in **Exhibit "D"** attached hereto. CONTRACTOR shall only use staff and volunteers that have successfully passed the required background checks and who meet the minimum requirements as set forth in this Agreement. The COUNTY reserves the right to audit records and require the removal of any individual who does not meet required standards. Failure to comply with any provision of this section may constitute a material breach of this Agreement.

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 amended. The CONTRACTOR is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the CONTRACTOR acknowledges that its Agreement 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 Agreement 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 Agreement and return them to the COUNTY. If the CONTRACTOR or its subcontractor(s) terminates an employee who has been issued a badge, the CONTRACTOR must notify the COUNTY

within two (2) hours. At the time of termination, the CONTRACTOR shall retrieve the badge and shall return it to the COUNTY in a timely manner.

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

ARTICLE 30 - CONCUSSION PROTOCOL COMPLIANCE

If applicable, CONTRACTOR shall ensure compliance with all applicable concussion and head injury protocols for any athletic, recreational, or physical activity programs. CONTRACTOR shall adhere to Section 943.0438, Florida Statutes, and all applicable COUNTY and Department policies (DO-O-052), including but not limited to the implementation of a concussion and head injury policy that requires: training for staff, volunteers, coaches, officials, and agents on the nature and risks of concussions; immediate removal from play of any participant suspected of sustaining a head injury; return-to-play clearance from a qualified health care provider; and annual distribution of educational materials to parents or guardians. CONTRACTOR shall certify compliance by submitting a signed Concussion and Head Injury Compliance Affidavit (**Exhibit "D"**) and shall retain records demonstrating adherence to these requirements. The COUNTY reserves the right to review, audit, or request documentation related to concussion policy compliance at any time.

ARTICLE 31 - REGULATIONS; LICENSING REQUIREMENTS

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

ARTICLE 32 – SCRUTINIZED COMPANIES

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

ARTICLE 33 - PUBLIC RECORDS

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

- a. Keep and maintain public records required by the COUNTY to perform services as provided under this Agreement.
- b. Upon request from the COUNTY'S Custodian of Public Records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter

119 or as otherwise provided by law. The CONTRACTOR further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach COUNTY PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.

- c. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement, if the CONTRACTOR does not transfer the records to the public agency.
- d. Upon completion of the Agreement the CONTRACTOR shall transfer, at no cost to the COUNTY, all public records in possession of the CONTRACTOR unless notified by COUNTY'S representative/liaison, on behalf of the COUNTY'S Custodian of Public Records, to keep and maintain public records required by the COUNTY to perform the service. If the CONTRACTOR transfers all public records to the COUNTY upon completion of the Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically by the CONTRACTOR must be provided to COUNTY, upon request of the COUNTY'S Custodian of Public Records, in a format that is compatible with the information technology systems of COUNTY, at no cost to COUNTY.

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

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

ARTICLE 34 – COUNTERPARTS

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

ARTICLE 35 – 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.

ARTICLE 36 – 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 "E"**, Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.

(Remainder of Page is 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: _____
Director / Deputy Director Date
Palm Beach County Parks & Recreation Department

If Agreement Value Exceeds \$100,000.00:

County Administrator

Signature _____ Date _____

WITNESS

Signature	Date
-----------	------

Print

CONTRACTOR - [Click here to enter](#)

By: _____
Signature Date

Print

Title

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

Senior Assistant County Attorney

Signature
Date

**APPROVED AS TO
TERMS & CONDITIONS:**

Division Director

Signature _____ Date _____

EXHIBIT "A"
(1 of 1)
SPORTS OFFICIATING SERVICE AGREEMENT
Scope of Work

CONTRACTOR'S Name: _____

Location/Facility: _____

Description of Services: _____

EXHIBIT "B"
(1 of 1)
SPORTS OFFICIATING SERVICE AGREEMENT
Payments to Contractor

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

Sport Name	Year
# Officials/Per Game	\$XX.XX
# Officials/Per Game	\$XX.XX
# Officials/Per Game	\$XX.XX
# Officials/Per Game	\$XX.XX
# Officials/Per Game	\$XX.XX

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

(Remainder of page is intentionally left blank.)

EXHIBIT "C"

SPORTS OFFICIATING SERVICE 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.

- ☐ **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: Click or tap here to enter text.
2700 Sixth Avenue South
Lake Worth, Florida 33461
- ☐ **Umbrella or Excess Liability:** If necessary, CONTRACTOR may satisfy the minimum limits required above for Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for Commercial General Liability, Business Auto Liability, or Employer's Liability. The COUNTY shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.
- ☐ **Right to Revise or Reject:** COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements, herein from time to time throughout the term of this Agreement. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

EXHIBIT "D"
Background Screening Affidavit

I, _____ as the representative of _____, hence forth referred to as the CONTRACTOR *insert this section if applicable → and operating under the "Independent Sanctioning Body" of _____*, and having the authority to bind the CONTRACTOR, do hereby certify under penalty of law that the CONTRACTOR has:

- a. conducted background screenings for all staff and volunteers in accordance with Florida State Statute(s), _____ and in accordance with the Policies and Procedures of the Palm Beach County Parks and Recreation Department, as more particularly described in Article 29– Criminal History Records Checks, attached hereto and incorporated herein by reference. I further understand that no person(s) other than those who have successfully passed all aspects of the background screening process will be permitted to act on behalf of or in any official capacity with the CONTRACTOR while utilizing Palm Beach County facilities.
- b. submitted a list of names that provides all active staff and volunteers that will or may utilize Palm Beach County facilities; that the included list provides only those names that have successfully passed the background screening process as described in Article 29 – Criminal History Records Checks; and that the included list of approved names is accurate and complete to the best of my knowledge. I further understand that I must keep this Background Screening Affidavit up to date and provide the County with the names of any future staff or volunteer that utilizes Palm Beach County facilities.
- c. ***This section is only applicable for Athletic Coaches for independent sanctioning authorities:*** submitted copies of all bylaws, training documentations, informed consent forms and all other materials required by Florida State Statute 943.0438 and the Palm Beach County Parks and Recreation Department as described in **Exhibit "A"**.

(PRINT NAME: CONTRACTOR) (SIGN NAME: CONTRACTOR) (DATE)

(PRINT NAME: Witness) (SIGN NAME: Witness) (DATE)

Sworn to (or affirmed) and subscribed to me this _____ day of _____, _____ (year)

By: _____ (Name of affiant)

Exhibit "E"

Concussion and Head Injury Compliance Affidavit

I, _____ as the representative of _____, hence forth referred to as the CONTRACTOR *insert this section if applicable → and operating under the "Independent Sanctioning Body" of _____*, and having the authority to bind the CONTRACTOR, do hereby certify under penalty of law that the CONTRACTOR has:

Met the Concussion and Head Injuries Requirements of *Florida Statute 943.0438* and in accordance with the Policies and Procedures of the Palm Beach County Parks and Recreation Department, as more particularly described in Article 30 – Concussion Protocol Compliance, attached hereto and incorporated herein by reference. I further understand that no person(s) other than those who have successfully met all requirements of the Concussion and Head Injuries Requirements will be permitted to participate, or act on behalf of or in any official capacity with the Youth Athletic Permit Holder while utilizing Palm Beach County facilities.

(PRINT NAME: CONTRACTOR) (SIGN NAME: CONTRACTOR) (DATE)

(PRINT NAME: Witness) (SIGN NAME: Witness) (DATE)

Sworn to (or affirmed) and subscribed to me this _____ day of _____, _____ (year)

By: _____ (Name of affiant)

EXHIBIT "F"

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.

(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, _____
_____ day of _____, by _____.

Personally known ☐ OR produced identification ☐.

Type of identification produced _____.

NOTARY PUBLIC
My Commission Expires:
State of Florida at large

(Notary Seal)