

II. FISCAL IMPACT ANALYSIS

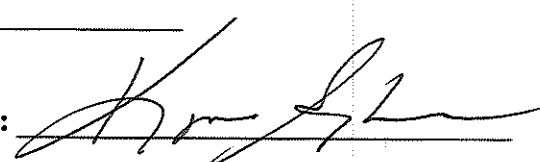
A. Five Year Summary of Fiscal Impact:

Fiscal Years	2026	2027	2028	2029	2030			
Capital Expenditures	_____	_____	_____	_____	_____			
Operating Costs	_____	_____	_____	_____	_____			
External Revenues	(\$1,700)	(\$3,400)	(\$0)	(\$0)	(\$0)			
Program Income (County)	_____	_____	_____	_____	_____			
In-Kind Match (County)	_____	_____	_____	_____	_____			
NET FISCAL IMPACT	<u>(\$1,700)</u>	<u>(\$3,400)</u>	<u>(\$0)</u>	<u>(\$0)</u>	<u>(\$0)</u>			
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____			
Is Item Included in Current Budget:		Yes	<u>X</u>	No	_____			
Does this item include the use of Federal funds?		Yes	_____	No	<u>X</u>			
Does this item include the use of State funds?		Yes	_____	No	<u>X</u>			
Budget Account No:	Fund	<u>0001</u>	Dept	<u>580</u>	Unit	<u>5111</u>	Revenue	<u>4461</u>
			Program	<u>N/A</u>				

B. Recommended Sources of Funds/Summary of Fiscal Impact: Rental revenue will be based on 10% of monthly gross sales. Estimated net revenue for this Agreement is \$5,100 based on past revenue collected.

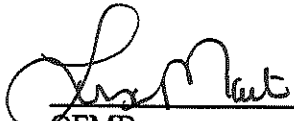
Fixed Assets Number: N/A

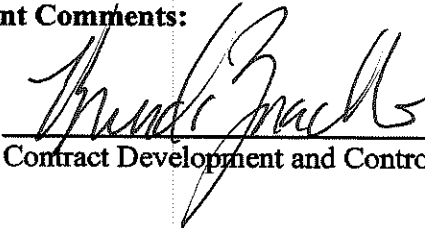
PCNs: _____

C. Departmental Fiscal Review: 

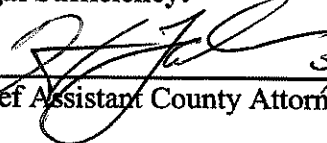
III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:


 OFMB 5/7/2026
 JPA 5/10
 aw 5/7


 Contract Development and Control 5/8/26
 2025.8.26

B. Legal Sufficiency:


 Chief Assistant County Attorney 5/12/26

C. Other Department Review:


 Department Director

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

Attachment #1
Location Maps
(13 Pages)

LOCATION MAP



PCN(s):
00-42-45-10-17-018-0000

District:
2

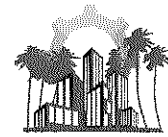
Acres:
34.25

Site Ownership:
PALM BEACH COUNTY

Address:
6000 NORTHTREE BLVD
LAKE WORTH 33463

Zoning:
PUD

As of 12/16/2025



**FACILITIES DEVELOPMENT
& OPERATIONS**

PALM BEACH COUNTY, FL

West Boynton Recreation Center

This map is provided for informational purposes only and is not intended to be used for description, conveyance, or authoritative definition of legal boundary. The Property and Real Estate Management Division does not accept responsibility for damages experienced as a result of using, modifying, contributing or distributing the enclosed material.

LOCATION MAP



PCN(s):
00-43-43-30-03-039-0010

District:
7

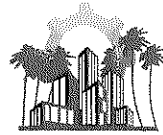
Acres:
9.38

Site Ownership:
PALM BEACH COUNTY

Address:
3691 OSWEGO AVE
WEST PALM BEACH 33409

Zoning:
PO

As of 12/16/2025



**FACILITIES DEVELOPMENT
& OPERATIONS**
PALM BEACH COUNTY, FL

Westgate Recreation Center

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LOCATION MAP



PCN(s):
00-43-44-28-00-001-3020

District:
3

Acres:
675.47

Site Ownership:
PALM BEACH COUNTY

Address:
2700 6TH AVE S
LAKE WORTH 33461

Zoning:
PO

As of 12/16/2025



**FACILITIES DEVELOPMENT
& OPERATIONS**
PALM BEACH COUNTY, FL

- John Prince Park:**
- Administration Building
 - Maintenance Compound
 - Campground

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LOCATION MAP



PCN(s):
00-43-44-29-00-002-0020

District:
3

Acres:
11.15

Site Ownership:
PALM BEACH COUNTY

Address:
2728 LAKE WORTH RD
LAKE WORTH 33461

Zoning:
PO

As of 12/16/2025



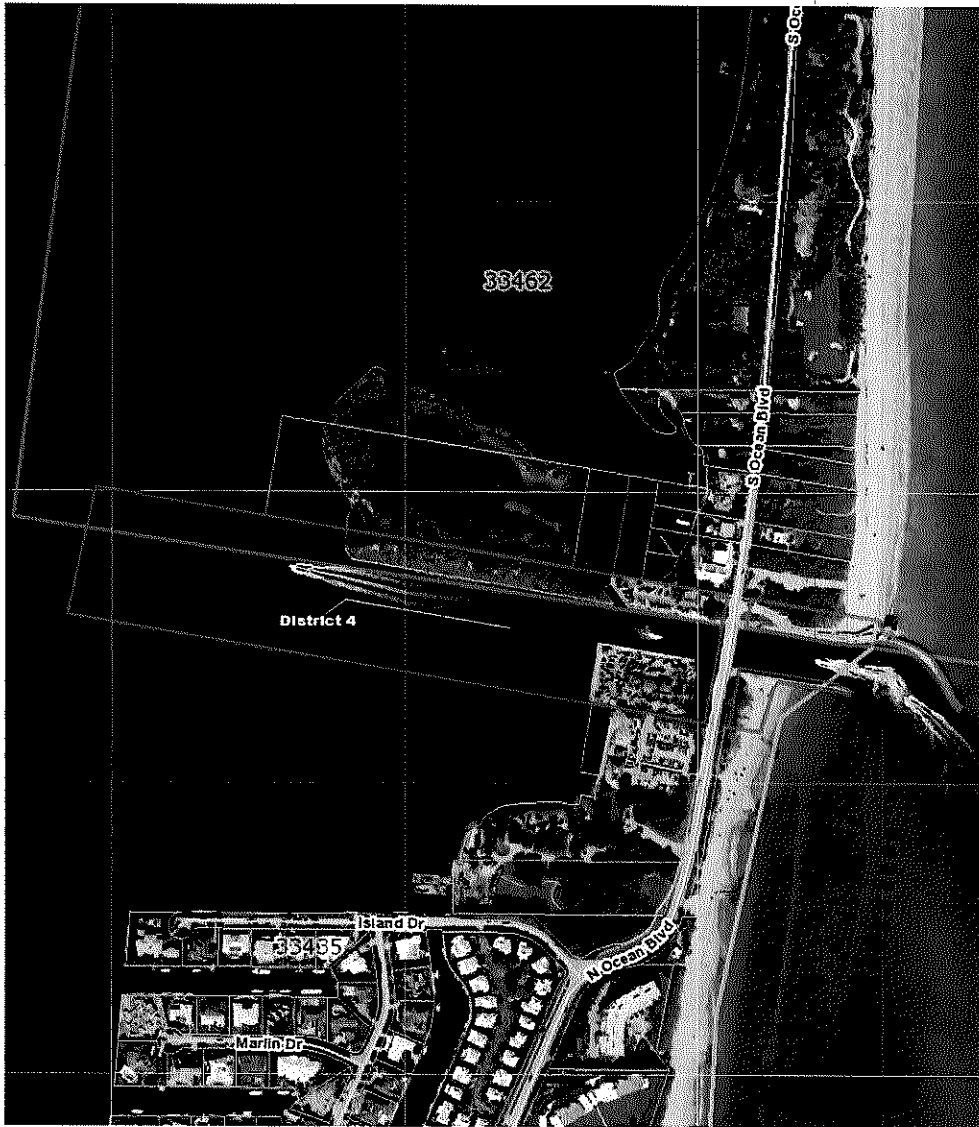
**FACILITIES DEVELOPMENT
& OPERATIONS**

PALM BEACH COUNTY, FL

Therapeutic Recreation Center

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LOCATION MAP



PCN(s):
00-43-45-15-00-004-0010

District:
4

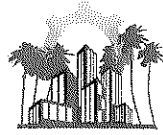
Acres:
19.72

Site Ownership:
PALM BEACH COUNTY

Address:
6990 N OCEAN BLVD
BOYNTON BEACH 33435

Zoning:
NZ

As of 12/16/2025



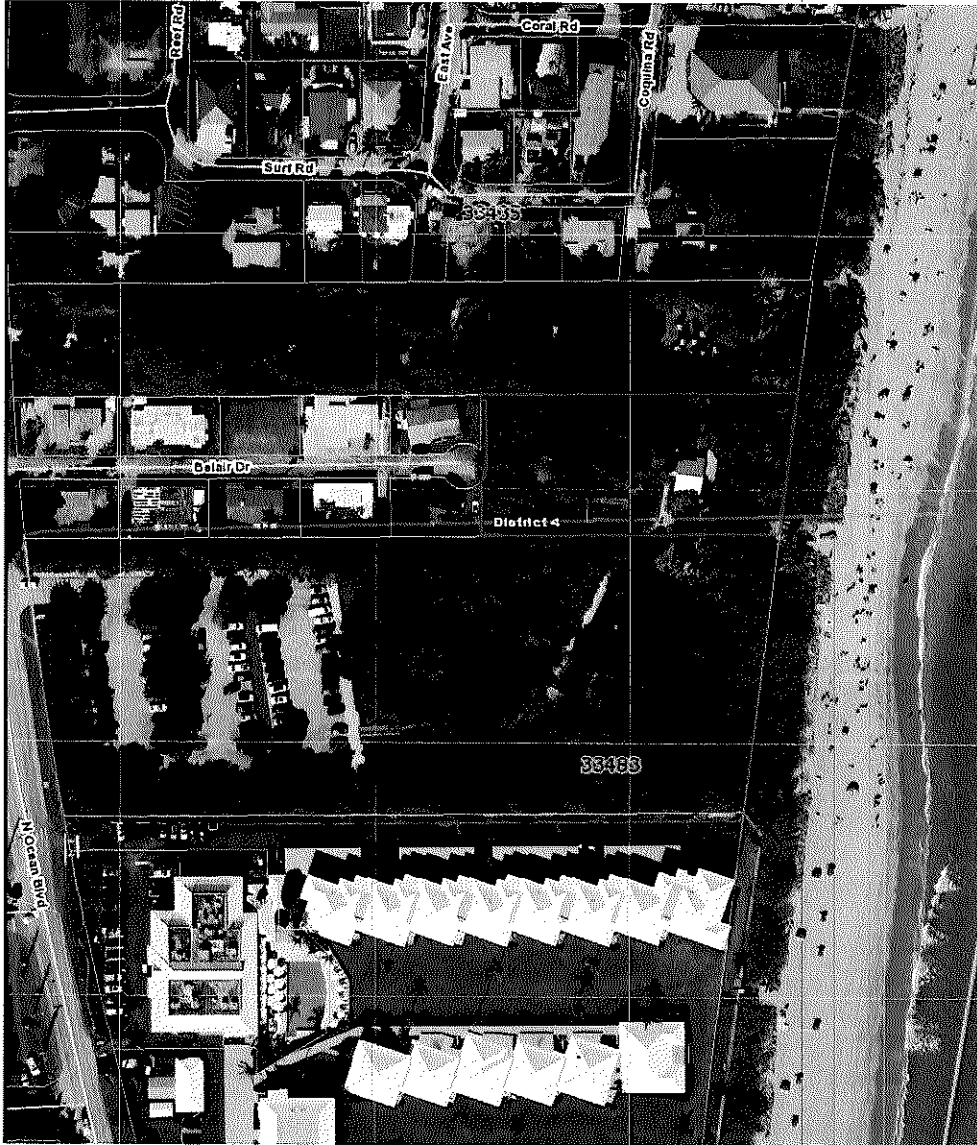
**FACILITIES DEVELOPMENT
& OPERATIONS**

PALM BEACH COUNTY, FL

Ocean Inlet Park

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LOCATION MAP



PCN(s):
00-43-45-34-13-000-0110

District:
4

Acres:
0.76

Site Ownership:
PALM BEACH COUNTY

Address:
4489 N OCEAN BLVD
BOYNTON BEACH 33435

Zoning:
PO

As of 12/16/2025



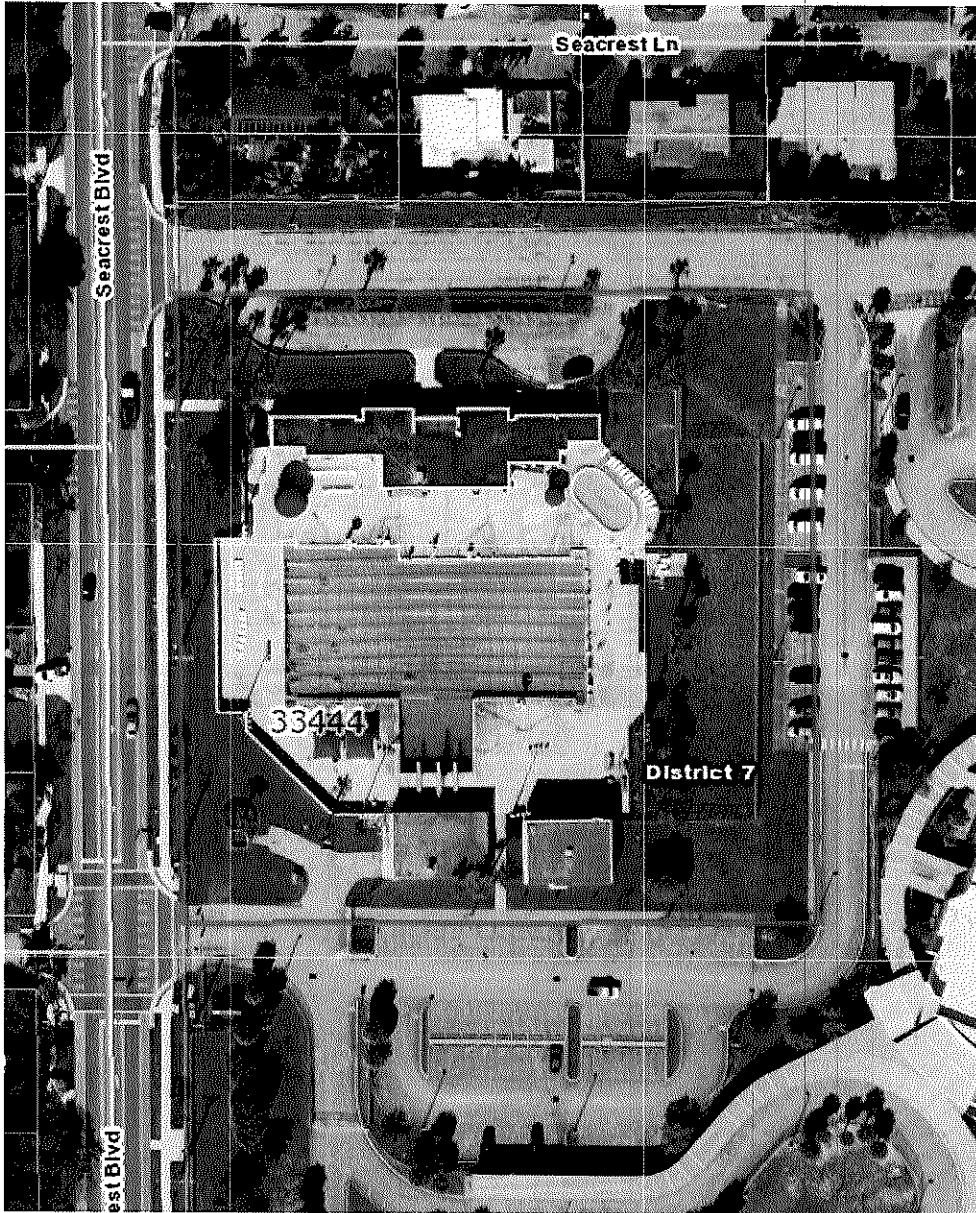
**FACILITIES DEVELOPMENT
& OPERATIONS**

PALM BEACH COUNTY, FL

Gulfstream Park

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LOCATION MAP



PCN(s):
12-43-46-04-00-000-7390

District:
7

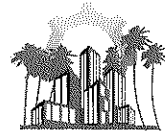
Acres:
2.70

Site Ownership:
PALM BEACH COUNTY

Address:
2503 SEACREST BLVD
DELRAY BEACH 33444

Zoning:
CF

As of 12/16/2025



**FACILITIES DEVELOPMENT
& OPERATIONS**
PALM BEACH COUNTY, FL

Aqua Crest Pool

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LOCATION MAP



PCN(s):
30-42-41-01-00-000-7230

District:
1

Acres:
20

Site Ownership:
JUPITER TOWN OF

Address:
861 TONEY PENNA DR
JUPITER 33458

Zoning:
PI

As of 12/16/2025



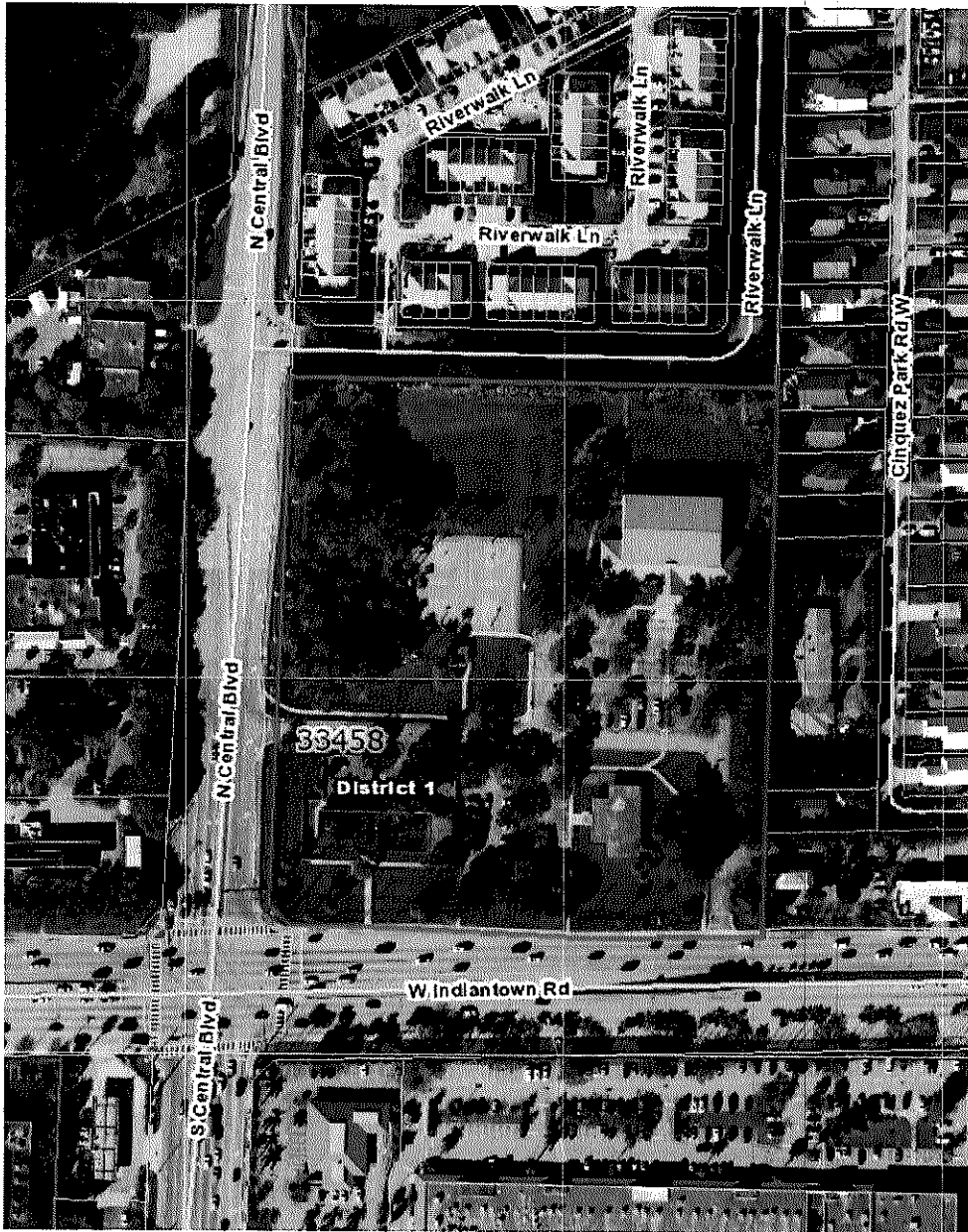
**FACILITIES DEVELOPMENT
& OPERATIONS**

PALM BEACH COUNTY, FL

North County Pool

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LOCATION MAP



PCN(s):
30-42-41-03-00-000-1100

District:
1

Acres:
8.62

Site Ownership:
PALM BEACH COUNTY

Address:
6401 W INDIANTOWN RD
JUPITER 33458

Zoning:
PI

As of 12/16/2025



**FACILITIES DEVELOPMENT
& OPERATIONS**
PALM BEACH COUNTY, FL

West Jupiter Recreation Center

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LOCATION MAP



PCN(s):
00-41-47-11-01-007-0010

District:
5

Acres:
318.18

Site Ownership:
PALM BEACH COUNTY

Address:
11200 PARK ACCESS RD
BOCA RATON 33498

Zoning:
PO

As of 2/5/2026



**FACILITIES DEVELOPMENT
& OPERATIONS**

PALM BEACH COUNTY, FL

**Burt Aaronson South
County Regional Park**

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LOCATION MAP



PCN(s):
00-42-43-27-05-012-0350

District:
2

Acres:
849.42

Site Ownership:
PALM BEACH COUNTY

Address:
7715 FOREST HILL BLVD
WEST PALM BEACH 33413

Zoning:
PO

As of 2/5/2026



**FACILITIES DEVELOPMENT
& OPERATIONS**
PALM BEACH COUNTY, FL

Okeeheelee Park (Pickleball Courts)

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LOCATION MAP



PCN(s):
00-42-46-27-00-000-7190

District:
5

Acres:
110.05

Site Ownership:
PALM BEACH COUNTY

Address:
4000 MORIKAMI PARK RD
DELRAY BEACH 33446

Zoning:
PO

As of 2/5/2026



**FACILITIES DEVELOPMENT
& OPERATIONS**
PALM BEACH COUNTY, FL

Morikami Museum

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LOCATION MAP



PCN(s):
08-43-46-05-00-002-0040

District:
4

Acres:
58.30

Site Ownership:
PALM BEACH COUNTY

Address:
1300 SW 35TH AVE
BOYNTON BEACH 33426

Zoning:
REC

As of 2/5/2026



**FACILITIES DEVELOPMENT
& OPERATIONS**

PALM BEACH COUNTY, FL

Caloosa Park (Pickleball Courts)

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Attachment #2
Vending Service Agreement

PALM BEACH COUNTY
VENDING SERVICE AGREEMENT

between

PALM BEACH COUNTY,
A POLITICAL SUBDIVISION OF THE
STATE OF FLORIDA

(County)

and

FLORIDA STATE DEPARTMENT OF EDUCATION
DIVISION OF BLIND SERVICES

(Division)

VENDING SERVICE AGREEMENT

THIS VENDING SERVICE AGREEMENT ("Agreement") made and entered into June 2, 2026, by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, (hereinafter referred to as "County") and the **DEPARTMENT OF EDUCATION, DIVISION OF BLIND SERVICES**, an agency of the State of Florida, (hereinafter referred to as "Division") ("County" and "Division" referred to individually as a "Party", and collectively as the "Parties").

WITNESSETH:

WHEREAS, County is the owner of certain real property described herein, where Division has vending equipment located; and

WHEREAS, County is willing to continue to allow the operation of vending equipment on said property by Division, according to the terms and conditions set forth herein

NOW, THEREFORE, in consideration of the payments, covenants and agreements hereinafter reserved and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

ARTICLE I BASIC AGREEMENT PROVISIONS

Section 1.01 Services

In consideration of the payments, covenants, and agreements hereafter reserved and contained on the part of Division to be observed and performed, County shall continue to allow Division to locate and maintain the vending equipment at the locations listed on **Exhibit "A"** attached hereto and made a part hereof. Division through its licensed blind vendors, shall provide vending machine services which consist of providing and maintaining vending equipment on County property that sells non-alcoholic beverages (carbonated and non-carbonated soft drinks, fruit drinks, and water) and food products (snack items). The Division will delegate many of its obligations hereunder to a licensee who is a blind licensee in accordance with Rule 6A-18, Florida Administrative Code and 413.051, Florida Statutes ("Division's Licensee"). This would include servicing and maintaining the vending machines as well as the financial obligations to the County. Any such delegation to a licensee shall be subject to the terms and conditions of this Agreement. Further, notwithstanding the foregoing, such delegation shall not relieve the Division of any of its obligations under this Agreement in the event Division's Licensee fails to perform such obligations and County shall be entitled to seek performance of such obligations from Division and shall be under no obligation to seek to enforce this Agreement against Division's Licensee.

Section 1.02 Length of Term and Commencement Date

The term of this Agreement shall commence upon the Effective Date, as hereinafter defined, ("Commencement Date") and shall extend for a period of one (1) year (the "Term"), unless sooner terminated pursuant to the provisions of this Agreement.

Section 1.03 Option to Renew

Upon written approval by County, County hereby grants to Division, so long as Division shall not be in default of any term, covenant, condition or payment under this Agreement, the right and option to renew the Term of this Agreement for four (4) successive period(s) of one (1) year each, under the same terms and conditions of this Agreement and commencing upon the expiration of the initial Term of this Agreement or any extension thereof. Division shall exercise its option to renew, if at all, by written notice to County received by County on or before ninety (90) days prior to the expiration of the initial Term of this Agreement or any extension thereof. Failure of Division to duly and timely exercise its option to renew the Term of this Agreement and any extension thereof shall be deemed a waiver of Division's right to said option and all further options. The Director of Parks and Recreation Department is hereby authorized to provide written approval to Division to renew this Agreement on behalf of County.

Section 1.04 Excuse of County's Performance

County shall not be deemed in default with respect to failure to perform any of the terms, covenants, and conditions of this Agreement if such failure to perform shall be due to any strike, lockout, civil commotion, war-like operation, natural disaster, invasion, rebellion, military power, sabotage, government regulations or controls over which the County has no amendatory powers, inability to obtain any material, utilities, service or financing, through an Act of God or any other cause beyond the reasonable control of the County.

Section 1.05 Customer Service

Division is responsible for all problems associated with the vending equipment which result in a complaint from a consumer, including merchandise past its sale date. Division shall provide Division's vendor contact information on all vending equipment advising users how to contact Division's vendor regarding problems with the vending equipment.

**ARTICLE II
PAYMENTS**

Section 2.01 Monthly Payments

Division shall pay County each month a ten percent (10%) commission on Gross

Revenue received for that month for all Parks general public access vending machines listed on Exhibit "A" (each, a "Monthly Payment"). Percentage of commission for the Monthly Payments may be adjusted by mutual agreement of County and Division. Failure to mutually agree may result in either Party terminating this Agreement upon written notice to the other Party. The Monthly Payment for each month shall be made paid within thirty (30) days following the end of each month, shall be made payable to the Palm Beach County Board of County Commissioners and shall be delivered to the Palm Beach County Parks and Recreation Department, 2700 6th Avenue South, Lake Worth, FL 33461.

Gross Revenue for the purpose of this Agreement shall be defined as all sales of food, beverages and sundry items generated as a result of DIVISION's operations at or associated with the location(s) listed on Exhibit "A". Gross Revenue shall not include:

1. Sales tax collections;
2. Gratuities;
3. Funds collected for food consumed by the Concessionaire's employees; or
4. Funds that were collected but have been refunded to the customer.

Section 2.02 Sales and Use Taxes, Assessments, and Personal Property Taxes

Division shall pay all sales and use taxes assessed by any governmental authority against the Monthly Payments, if any, even if such tax is intended to be imposed against County. Division shall pay before delinquency all tangible or intangible personal property taxes and assessments of any kind or nature which may be levied by any governmental authority against Division's personal property located on County property.

Section 2.03 Unpaid Fees, Holdover

In the event Division fails to make timely payment of any fees, charges, and payments due and payable in accordance with the terms of this Agreement within ten (10) days after same shall become due and payable, interest at the rate established from time to time by the Palm Beach County Board of County Commissioners shall accrue against the delinquent payment(s) from the date due until the date payment is received by County. Such interest shall constitute Additional Payments. Notwithstanding the foregoing, County shall not be prevented from terminating this Agreement for default in the payment of fees, charges, and payments due to County pursuant to this Agreement or from enforcing any other provisions contained herein or implied by law. In the event Division shall holdover, refuse or fail to remove the vending equipment at the expiration or termination of this Agreement, Division shall be strictly liable to pay to County double Monthly Payments during the entire period of such holdover. In addition to the Monthly Payments, Division shall pay all other charges or costs imposed upon Division by this Agreement, and all sales taxes assessed against such increased Monthly Payments. Such tenancy shall be subject to all the other conditions, provisions and obligations of this Agreement.

Section 2.04 Accord and Satisfaction

In the event Division pays any amount that is less than the amount stipulated to be paid under this Agreement, such payment shall be considered to be made only on account of the stipulated amount. No endorsement or statement on any check or letter shall be deemed an accord and satisfaction. County may accept any check or payment without prejudice to County's right to recover the balance due or to pursue any other remedy available to County pursuant to this Agreement or under the law.

**ARTICLE III
CONDITION OF BUSINESS AND SERVICES OF CONCESSIONAIRE**

Section 3.01 Vending Equipment

Division shall continue to provide vending equipment at the locations listed on **Exhibit "A"** of this Agreement. The type of vending equipment shall correspond to the type assigned to the location on **Exhibit "A"**. The vending equipment is from an active manufacturer and shall remain in excellent physical and mechanical condition, aesthetically pleasing and clean as well as equipped with both dollar and coin changes. Any additional machines shall meet the same specifications.

Division shall not add any vending equipment to a location on **Exhibit "A"** or locate any vending equipment at a new County location without the approval of County through its Director of the Parks and Recreation Department (the "Department") and an amendment to this Agreement executed by both the Department and Division.

Division shall not remove vending equipment subject to this Agreement from County property without the approval of County through the Department and an amendment to this Agreement executed by both the Department and Division.

County, through the Department, shall evaluate each request from Division to remove equipment and permission shall not be unreasonably withheld. Isolated cases of vandalism or a downturn in sales on a seasonal basis shall not be considered valid reasons for the removal of vending equipment, but a sustained inability to generate a profit shall be considered a valid reason to remove or change the location of the vending equipment.

Section 3.02 Vending Products

Division shall provide for sale a variety of articles as are typically found in vending machines, including, but not limited to, soft drinks, water, juices, chips, candy bars, crackers, pastries, and gum on the Park and Recreation Department premises to employees and visitors. Division agrees to provide a selection of healthy snacks and drinks equal to fifty percent (50%) of the total of its product line in accordance with Palm Beach County Health Department Protocols. A copy of the Palm Beach County Health Department Vending Protocols for a Healthier Community is available on their website:

<https://palmbeach.floridahealth.gov/programs-and-services/clinical-and-nutrition-services/nutrition/documents/vending-protocols.pdf>

Division shall charge prices for merchandise that does not exceed retail prices and shall provide the County with a list of its prices charged for food, beverages, and other items upon request. In lieu of commission, vending machines that are accessible by employees only shall maintain a price that is, at a minimum, ten percent (10%) lower than the public vending machines.

Section 3.03 Vending Services

Division shall monitor and maintain the product inventory of all vending equipment. Division shall keep the vending equipment supplied with fresh merchandise, with unexpired dates of sale, at all times. Division shall remove all expired merchandise no later than the printed expiration date if not sold. Sale of stale or expired merchandise shall be considered default of this Agreement. If Division repeatedly allows one or more pieces of vending equipment to be out of inventory, County may terminate this Agreement with ten (10) days written notice to Division.

Division shall collect all revenue from each piece of vending equipment on a regular basis which is defined as at least once every ten (10) calendar days. Division shall ensure that all of its employees have been provided with the safety standards for the vending equipment and are trained to operate the vending equipment in a safe manner. Division shall provide instructions on the vending equipment advising users how to operate the vending equipment safely and properly.

From time to time, and based on security concerns, including, but not limited to, theft and vandalism, County may require Division to equip certain vending equipment located outdoors with vandal-proof enclosures or cages. Any replacement enclosure or cage, however, is subject to County approval prior to installation.

ARTICLE IV CONDUCT OF BUSINESS

Section 4.01 Operation of Business

Division shall operate its business during the Term of this Agreement and any extension thereof with due diligence and efficiency and in a manner prudent and in accord with generally accepted business techniques within the locale of Division's business.

Division shall obtain and maintain all licenses and permits necessary to operate the vending equipment at Division's own expense. Division shall conduct operations in such a manner as to meet all applicable health standards and codes and shall maintain the vending equipment in a clean and sanitary condition. Division shall remove all packing

materials, commercial garbage and debris generated by Division from County's property. Under no circumstances shall Division dispose of any debris, refuse, or garbage in the County provided trash receptacles.

Division and Division's staff, when on County property, shall wear attire which, in the sole determination of County, is appropriate, and conduct themselves in a professional manner at all times.

Section 4.02 Records and Reports

Division shall maintain, during the term of this Agreement, all books of accounts, reports, and records customarily used in this type of operation and necessary to document its activities pursuant to this Agreement and all monies collected hereunder in accordance with generally accepted accounting principles. All such books of account and records shall be retained and available for inspection. During this Agreement, and for up to three years after its expiration, County shall have the right to audit and examine all such records and books of account relating to Division's operation hereunder, including revenue and expense reports, Florida state sales tax returns, and federal payroll tax returns, during normal working hours.

The Parties agree that records associated with this Agreement are subject to the requirements of Chapter 119, Florida Statutes, to the extent they are not determined to be confidential or exempt from disclosure. The Parties hereby agree to (a) keep and maintain public records required to perform the services included in this Agreement; (b) upon request from the other Party's custodian of public records, provide the other Party 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, Florida Statutes, or as otherwise provided by law; and (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 contract term and following completion of the contract if a Party does not transfer the records to the other Party.

IF DIVISION HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO DIVISION'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 355-6681.

Section 4.03 Waste or Nuisance

Division shall not commit any waste upon County property, or commit any nuisance or other act or thing which may disturb the quiet enjoyment of visitors of County property or which may result in damage or depreciation of value of County property or which results in an unsightly condition. Division shall keep the access to County property, the parking areas, driveways and other contiguous areas to County property free and clear of obstruction.

Section 4.04 Governmental Regulations

Division shall, at Division's sole cost and expense, secure any required permits and comply with all ordinances, laws, statutes and regulations promulgated thereunder of all county, municipal, state, federal, and other applicable governmental authorities, now in force, or which may hereafter be in force, pertaining to Division or Division's services.

Section 4.05 Non-Discrimination

County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Division warrants and represents that throughout the term of this Agreement, including any renewals thereof, if applicable, Division shall comply with all laws prohibiting discrimination and shall treat all individuals equally.

Division shall comply with all applicable nondiscrimination regulations according to federal laws. In accordance with Section 1.01 of this Agreement, Division will delegate many of its obligations hereunder to a blind licensee. The Division will ensure that the delegated licensee is aware of licensees' obligations to treat all individuals equally, consistent with applicable provisions of Palm Beach County's Nondiscrimination Policy, that are required by and consistent with federal laws. Licensee shall not discriminate in the solicitations, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Licensee retaliate against any person for reporting instances of such discrimination. Licensee 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 County's relevant marketplace. Division understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement, disqualification or debarment of the company from participating in Palm Beach County contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

Failure to meet this requirement shall be considered default of this Agreement. Division warrants that in the event the facilities operated upon the property are public facilities the same shall be open to and benefit all residents of Palm Beach County and shall be available thereto on the same cost and availability basis as to residents of the municipality in which the property is located.

Section 4.06 Removal of Equipment

Upon termination or expiration of this Agreement, Division, at its sole cost and expense, shall remove Division's personal property and equipment from County property.

Section 4.07 Hazardous Substance

Division shall not use, maintain, store, or dispose of any contaminants including, but not limited to, Hazardous Materials or toxic substances, chemicals or other agents used or produced in Division's service, on County property or any adjacent land in any manner not permitted by Environmental Laws. Furthermore, Division shall not cause or permit the disposal of Hazardous Materials upon County property or upon adjacent lands and shall operate on the Property in compliance with all Environmental Laws. For purposes hereof, Hazardous Materials shall mean any hazardous or toxic substance, material, waste of any kind, petroleum product or by-product, contaminant, or pollutant as defined or regulated by Environmental Laws. Environmental Laws shall mean any applicable federal, state, or local laws, statutes, ordinances, rules, regulations, or other governmental restrictions relating to the disposal of Hazardous Materials. Disposal shall mean the release, storage, use, handling, discharge, or other method of disposal of such Hazardous Materials.

Any disposal of a Hazardous Material, whether by Division or any third party, shall be reported to County immediately upon the knowledge thereof by Division. Division shall be solely responsible for the entire cost of remediation and clean up of any Hazardous Materials disposed of or discovered upon County property or emanating there from onto adjacent lands, as a result of the use of County property by Division, or Division's agents, licensees, invitees, subcontractors or employees.

Section 4.08 Security

Division acknowledges and accepts full responsibility for the security and protection of the vending equipment and its inventory placed on or installed in or upon County property. Division expressly acknowledges that any security measures deemed necessary or desirable for protection of the vending equipment shall be the sole responsibility of Division at no cost to County. Notwithstanding the above, Division shall immediately notify County of any losses incurred or security incidents.

Division shall be solely responsible for any loss or damage to the vending machines, including merchandise, proceeds in the vending machines and loss of future proceeds, irrespective of cause.

Furthermore, County reserves the right to subject Division's employees to fingerprint-based background checks to the extent permitted by law and to deny access rights to any Division employee in accordance with adopted laws, policies and procedures. Division shall comply with the provisions of Ordinance 2003-030, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), if Division's employees or subcontractors are required under this Agreement to enter a "critical facility" as identified in Resolution R2003-1274. Division acknowledges and agrees that all employees and subcontractors who are to enter a "critical facility" will be subject to a fingerprint based

criminal history records check. Although County agrees to pay for all applicable FDLE/FBI fees required for criminal history record checks, Division shall be solely responsible for the financial, schedule, and staffing implications associated in complying with Ordinance 2003-030. Division shall have no recourse or claim against County for denied access rights.

Section 4.09 Signage

Division shall not place any sign or advertising matter on County property or Division's vending equipment without first obtaining the written approval of the Department. Division further agrees that such signs or advertising matter or other things, as may be approved, shall be maintained in good condition and repair at all times.

**ARTICLE V
REPAIRS AND MAINTENANCE OF MACHINES**

Section 5.01 Responsibility of Division

Division shall maintain all vending equipment in a clean and sanitary condition. Division shall maintain all vending equipment in working order at all times except due to circumstances beyond Division's control, such as during periods of electrical power outages. Division shall repair or replace any machine that is damaged or is unsightly within three (3) business days of verbal notice from County.

Division shall immediately notify County of any possible health, safety and/or security hazards that may exist within the vending equipment location so corrective actions can be determined and implemented.

County shall not be obligated or required to make or conduct any maintenance or repairs to any vending equipment.

**ARTICLE VI
UTILITIES**

County shall provide electric utility service to the vending equipment, at no cost to Division, from existing outlets. County shall also provide any improvements necessary to expand existing electrical outlet locations if such improvements are deemed necessary in the sole discretion of County. In no event shall County be liable for an interruption or failure in the supply of electric utility service to the vending equipment.

ARTICLE VII

INSURANCE AND INDEMNITY

Section 7.01 Indemnification

Without waiving the right to sovereign immunity as provided for in Section 768.28, Florida Statutes, Division shall indemnify County from any claim, suit, judgment, debt, or damages arising out of performance or failure to perform or negligent or wrongful acts or omissions under this Agreement of any of Division's employees, servants, or agents while acting in the scope of their employment. Neither Party waives its sovereign immunity, except to the extent provided by law. Nothing in this Agreement may be construed as the consent of either Party to be sued by any third party in any matter arising out of this Agreement. This section shall survive the termination of this Agreement.

Section 7.02 Insurance

Without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, Division represents that it is self-insured with coverage subject to the limitations of the Statute, as may be amended.

If Division is not self-insured, Division shall, at its sole expense, purchase and maintain in full force and effect at all times during the life of this contract, insurance coverage at limits not less than those contained in Section 768.28, Florida Statutes.

Should Division purchase excess liability coverage, Division agrees to include the County as an additional insured.

Division agrees to maintain or to be self-insured for Workers' Compensation insurance in accordance with Chapter 440, Florida Statutes.

Should Division contract with a third-party ("Contractor") to perform any service related to the Agreement, Division shall require Contractor to provide the following minimum insurance:

- Commercial General Liability insurance with minimum limits of \$1,000,000 combined single limit for property damage and bodily injury per occurrence and \$2,000,000 per aggregate. Such policy shall be endorsed to include Division and County as additional insureds. Division shall also require the Contractor include a Waiver of Subrogation against County.
- Business Automobile Liability insurance with minimum limits of \$1,000,000 combined single limits for property damage and bodily injury per occurrence. 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 and shall provide either an affidavit or a letter on company letterhead signed by the Contractor indicating either the Contractor

does not own any vehicles, and if vehicles are acquired throughout the term of the Contract, Contractor agrees to purchase "Owned Auto" coverage as of the date of acquisition. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form.

- Workers' Compensation insurance in compliance with Chapter 440, Florida Statutes, which shall include coverage for Employer's Liability with minimum limits of \$1,000,000 each accident.

When requested, Division shall provide County an affidavit or Certificate of Insurance evidencing insurance or self-insurance.

Compliance with the foregoing requirement shall not relieve Division of its liability and obligations under this Agreement.

ARTICLE VIII DESTRUCTION OF EQUIPMENT

In the event County property on which Division's vending equipment is located shall be destroyed or so damaged or injured by fire, the elements, unavoidable accident or other casualty, during the Term of this Agreement or any extension thereof, County shall not be liable for any damage to Division's equipment or merchandise. After such an occurrence, Division shall then have the option to reduce the monthly payments proportionate to the amount of equipment destroyed or to replace the destroyed equipment.

ARTICLE IX ASSIGNMENT

Division may not assign, mortgage, pledge, or encumber this Agreement, in whole or in part, nor enter into any management licensing or similar agreement without prior written consent of County, which may be granted or withheld at County's absolute discretion. The consent by County to any assignment shall not constitute a waiver of the necessity for such consent to any subsequent assignment. If this Agreement is assigned and Division is in default under its obligations under this Agreement, County may collect payment from the assignee or subdivision, and apply the net amount collected to the payment herein reserved, but no such assignment or collection shall be deemed a waiver of this covenant, or the acceptance of the assignee or subdivision as a Division or a release from further performance by Division of the covenants on the part of Division herein contained. This provision shall be construed to include a prohibition against any assignment, mortgage, pledge, or encumbrance, by operation of law, legal process, receivership, bankruptcy, or otherwise, whether voluntary or involuntary. Notwithstanding any assignment, Division shall remain fully liable on this Agreement and shall not be

released from performing any of the terms, covenants, and conditions hereof or any payments or other sums to be paid hereunder. Division acknowledges and agrees that all right and interest of County in this Agreement may be conveyed, assigned, or encumbered at the sole discretion of County at any time.

ARTICLE X RULES AND REGULATIONS

Division, its representatives and employees shall adhere to all county and state laws and regulations relating to the use of County parks and beaches, including the rules and regulations attached to and incorporated in this Agreement as **Exhibit "B"**, and Division agrees to comply with and abide by same. Division's failure to keep and observe said rules and regulations shall constitute a default under the terms and conditions of this Agreement. County reserves the right from time to time to amend and supplement the rules and regulations, and to impose additional rules and regulations. Notice of such rules and regulations and amendments and supplements thereto, if any, shall be given to Division. Division agrees to comply with all additional and supplemental rules and regulations upon notice of same from County.

ARTICLE XI DEFAULT

Section 11.01 Default by Division

The occurrence of any one or more events set forth below in (i) to (xii), inclusive (any of which is referred to hereinafter as an "Event of Default"), shall constitute an Event of Default by Division under this Agreement:

- (i) Division's failure to commence services within sixty (60) days of the Commencement Date.
- (ii) Division's failure to pay any of the Monthly Payments, or any other sums due hereunder as Additional Payments, as and when the same become due.
- (iii) Division ceases to fully conduct business as specified herein for a period of five (5) consecutive business days as determined by County.
- (iv) A petition in bankruptcy under any present or future bankruptcy laws (including but not limited to reorganization proceedings) is filed by or against Division and such petition is not dismissed within thirty (30) days from the filing thereof, or in the event Division is adjudged bankrupt.
- (v) An assignment for the benefit of creditors is made by Division.

- (vi) An appointment, by any court, of a receiver or other court officer of Division's property and such receivership is not dismissed within thirty (30) days from such appointment.
- (vii) Division's estate is taken by execution, attachment or process of law or subjected to any bankruptcy proceeding.
- (viii) Division removes, attempts to remove, or permits to be removed from County property, except upon written approval from County, the vending equipment of Division brought thereon.
- (ix) Division abandons its vending equipment before the expiration of the Term of this Agreement and without the written consent of County, or uses the same for purposes other than the purposes for which the same are hereby licensed.
- (x) An execution or other legal process is levied upon the vending equipment of Division brought on County property, or upon the interest of Division in this Agreement, and the same is not satisfied or dismissed within ten (10) days from such levy.
- (xi) Division violates any other term, condition, or covenant herein and fails to remedy the same within ten (10) days after written notice thereof is given by County to Division.
- (xii) An audit report containing a qualified opinion, an adverse opinion, or a disclaimer of opinion, as defined in the Statements on Auditing Standards, as may be amended from time to time, issued by the Auditing Standards Board of the American Institute of Certified Public Accountants, or any successor thereto, is received by County.

If any Event of Default occurs, then at any time thereafter while the Event of Default continues, County shall have the right to pursue such remedies as may be available to County under the law, including, without limitation, the right to give Division notice that County intends to terminate this Agreement upon a specified date not less than three (3) days after the date notice is received by Division, in which event this Agreement shall then expire on the date specified as if that date had been originally fixed as the expiration date of the Term of this Agreement. If, however, the default is cured within the three (3) day period and County is properly notified of said cure, this Agreement will continue.

Section 11.02 Default by County

County shall not be in default unless County fails to perform obligations required of County within a reasonable time, but in no event later than thirty (30) days after written notice by Division to County, specifying wherein County has failed to perform such obligations; provided, however, that if the nature of County's obligations is such that more than thirty (30) days are required for performance then County shall not be in default if

County commences performance within such thirty (30) day period and thereafter diligently pursues the same to completion.

**ARTICLE XII
ANNUAL BUDGETARY FUNDING/CANCELLATION**

This Agreement and all obligations of County hereunder are subject to and contingent upon annual budgetary funding and appropriations by the Palm Beach County Board of County Commissioners. Notwithstanding anything in this Agreement to the contrary, County shall have the right to cancel this Agreement for any reason upon ninety (90) days prior written notice to Division, whereupon the parties shall be relieved of all further obligations hereunder.

This Agreement and all obligations of Division hereunder are subject to and contingent upon the availability of funds by Division's Board.

**ARTICLE XIII
TERMINATION**

Section 13.01 Termination

County may terminate this Agreement at any time upon written notice to Division. Upon Division's receipt of written notice from County, this Agreement shall terminate and County shall be relieved of all further obligations hereunder accruing subsequent to the date of such termination. Division may terminate this Agreement upon written notice to County. Notwithstanding such termination, Division shall remain obligated to surrender and restore the Premises as required by this Agreement and for any obligations arising prior to such termination.

**ARTICLE XIV
MISCELLANEOUS**

Section 14.01 Entire Agreement

This Agreement and any Exhibits attached hereto constitute all agreements, conditions and understandings between County and Division and supersedes all other negotiations, representations, or agreement, written or oral, relating to this Agreement. All representations, either oral or written, shall be deemed to be merged into this Agreement. Except as herein otherwise provided, no subsequent alteration, waiver, change or addition to this Agreement shall be binding upon County or Division unless reduced to writing and signed by them.

Section 14.02 Amendments

This Agreement may be modified and amended only by written instrument signed

by the Parties hereto.

Section 14.03 Notices

All notices, consents, approvals, and elections (collectively, "notices") to be given or delivered by or to any Party hereunder shall be in writing and shall be (as elected by the Party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service (provided in each case a receipt is obtained), telecopied, faxed or emailed, or, alternatively, shall be sent by United States Certified Mail Return-Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier services, or national overnight delivery service, or on the date of transmission with confirmed answer back if telecopied or faxed, if transmitted before 5:00 PM EST on a business day and on the next business day if transmitted after 5:00 PM EST or on a non-business day, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The Parties hereby designate the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such Party:

(a) If to County at:

Palm Beach County Parks and Recreation Department
Attention: Director of Special Facilities
John Prince Park
2700 6th Avenue South
Lake Worth, Florida 33461
Telephone: (561) 966-6626
Fax: (561) 242-6972

with copies to:

Palm Beach County Attorney's Office
Attention: Real Estate
301 North Olive Avenue, Suite 601
West Palm Beach, Florida 33401
Telephone: (561) 355-2225

(b) If to Division at:

Department of Education, Division of Blind Services
Attention: Bureau Chief, Bureau of Business Enterprise
325 West Gaines Street, Suite 1114
Tallahassee, FL 32399
Telephone: (850) 245-0300

Any Party may from time to time change the address at which notice under this Agreement shall be given such Party, upon three (3) days prior written notice to the other Party.

Section 14.04 Severability

If any term of this Agreement or the application thereof to any person or circumstances shall be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

Section 14.05 Broker's Commission

Division represents and warrants that Division has not dealt with any real estate salesperson, agent, finder or broker in connection with this Agreement and further agrees to indemnify, defend and hold harmless County from and against any claims or demands of any such salesperson, agent, finder or broker claiming to have dealt with Division. The foregoing indemnification shall include all costs, expenses and fees, including reasonable attorney's fees at trial and all appellate levels, expended or incurred in the defense of any such claim or demand.

Section 14.06 Recording

Division shall not record this Agreement, or any memorandum or short form thereof in the public records of Palm Beach County. Any such recording shall constitute a default hereunder and shall result in immediate termination of this Agreement.

Section 14.07 Waiver of Jury Trial

THE PARTIES HERETO WAIVE TRIAL BY JURY IN CONNECTION WITH PROCEEDINGS OR COUNTER CLAIMS, BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER, IN CONNECTION WITH THIS AGREEMENT.

Section 14.08 Governing Law and Venue

This Agreement shall be governed by and interpreted according to the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a State court of competent jurisdiction located in Palm Beach County, Florida.

Section 14.09 Radon

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be

obtained from County's public health unit.

Section 14.10 Time of Essence

The Parties expressly agree that time is of the essence with respect to the performance of every provision of this Agreement in which time of performance is a factor. The failure by a Party to complete performance within the time specified, or within a reasonable time if no time is specified herein, shall, at the option of the other Party without liability, in addition to any other rights or remedies, relieve the other Party of any obligation to accept such performance.

Section 14.11 Waiver; Accord and Satisfaction

No waiver of any provision of this Agreement shall be effective against any Party hereto unless it is in writing and signed by the Party(ies) waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver. The waiver by County of any default of any term, condition, or covenant herein contained shall not be a waiver of such term, condition, or covenant, or any subsequent default of the same or any other term, condition or covenant herein contained. The consent or approval by County to or of any act by Division requiring County's consent or approval shall not be deemed to waive or render unnecessary County's consent to or approval of any subsequent similar act by Division. The receipt of payment after default or condition broken, or delay on the part of County to enforce any right hereunder, shall not be deemed a waiver of any proceeding default by Division of any term, covenant or condition of this Agreement, or a waiver of the right of County to terminate this Agreement.

Section 14.12 Non-Exclusivity of Remedies

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.

Section 14.13 Construction

No Party shall be considered the author of this Agreement since the parties hereto have participated in extensive negotiations and drafting and redrafting of this document to arrive at a final agreement. Thus, the terms of this Agreement shall not be strictly construed against one Party as opposed to the other Party based upon who drafted it. In the event that any section, paragraph, sentence, clause, or provision hereof is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

Section 14.14 Incorporation by Reference

Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

Section 14.15 Survival

Notwithstanding any early termination of this Agreement, Division shall remain obligated hereunder to perform any duty, covenant or obligation imposed upon Division hereunder arising prior to the date of such termination; subject to the availability of funds.

Section 14.16 No Third-Party Beneficiary

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 citizens of Palm Beach County or employees of County or Division.

Section 14.17 Palm Beach County Office of the Inspector General Audit Requirements

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421-440, 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 Division, 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 2-421-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second-degree misdemeanor.

Section 14.18 Public Entity Crimes

As provided in Section 287.132-133, Florida Statutes, a person or affiliate who has been placed on the State of Florida convicted vendor list following a conviction for a public entity crime may not submit a bid for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. By entering into this Agreement or performing any work in furtherance hereof, Division 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 thirty-six (36) months immediately preceding the effective date hereof. This notice is required by Section 287.133(3)(a), Florida Statutes.

Section 14.19 Headings

The paragraph headings or captions appearing in this Agreement are for convenience only, are not part of this Agreement, and are not to be considered in

interpreting this Agreement.

Section 14.20 Successors

All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors, and permitted assigns of the said parties.

Section 14.21 Arrears

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

Section 14.22 Independent Contractor Relationship

Division is, and shall be, an Independent Contractor in the performance of all work, services, and activities under this Agreement, and not an employee, agent, or servant of 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 Division's sole direction, supervision, and control. Division shall exercise control over the means and manner in which it and its employees perform the work, and in all respects Division's relationship and the relationship of its employees to County shall be that of an Independent Contractor and not as employees or agents of County.

Section 14.23 Division Posture

It is understood that, although Division is a direct party to this Agreement for vending services, Division contracts separately with one of its licensed blind services vendors (Division Licensees) by means of a Licensed Operator Facility Agreement (LOFA), who is directly responsible thereunder to Division for the administration of the vending services to be provided under and according to this Agreement.

Section 14.24 Interactions with County Staff

In all interactions with County staff, Division and its employees will conduct themselves in a professional manner at all times and treat County staff with respect and dignity. Use of offensive and demeaning language will not be tolerated. Failure to comply with this requirement will be considered a default under this Agreement and may result in termination of this Agreement.

Section 14.25 Effective Date of Agreement


This Agreement is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners, and shall become effective only when signed by all Parties and approved by the Palm Beach County Board of County Commissioners (the "Effective Date").

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

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


Signed and delivered in the presence of:

WITNESSES:



Witness Signature
Diana M. Harper

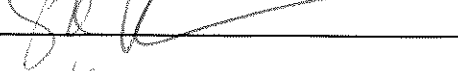
Print Witness Name



Witness Signature
Sarah Moosbrugger

Print Witness Name

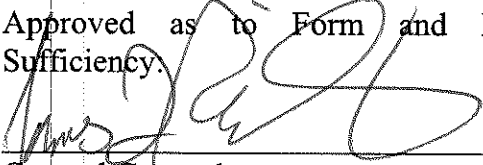
**DEPARTMENT OF EDUCATION,
DIVISION OF BLIND SERVICES, an
Agency of the State of Florida**

By: 

Steve Koncar

Print Name
Chief at State

Print Title

Approved as to Form and Legal
Sufficiency.


General Counsel

[Signatures continue on next page]

SIGNATURE PAGE to VENDING SERVICE AGREEMENT between PALM BEACH COUNTY and the DEPARTMENT OF EDUCATION, DIVISION OF BLIND SERVICES

ATTEST:

MICHAEL A. CARUSO
CLERK OF THE CIRCUIT COURT
& COMPTROLLER

PALM BEACH COUNTY, a political
subdivision of the State of Florida

By: _____
Deputy Clerk

By: _____
Sara Baxter, Mayor

APPROVED AS TO
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By: 
Chief Assistant County Attorney

By: 
Department Director

EXHIBIT "A"

THE PALM BEACH COUNTY PARKS VENDING MACHINE LOCATIONS

PARKS GENERAL PUBLIC ACCESS VENDING MACHINES LOCATIONS	
Location	Type of vending equipment
Westgate Recreation Center 3691 Oswego Avenue West Palm Beach, FL 33409	2 Beverage, 2 Snack
West Jupiter Recreation Center 6401 Indiantown Road Jupiter, FL 33458	1 Beverage, 1 Snack
North County Pool 861 Toney Penna Drive Jupiter, FL 33458	2 Beverage, 1 Snack
John Prince Park Campground 4758 S. Congress Avenue Lake Worth, FL 33461	2 Beverage
Therapeutic Recreation Center 2728 Lake Worth Road Lake Worth, FL 33461	1 Beverage, 1 Snack
West Boynton Recreation Center 6000 Northtree Boulevard Lake Worth, FL 33463	1 Beverage, 1 Snack
Ocean Inlet Park 6990 N. Ocean Boulevard Ocean Ridge, FL 33435	2 Beverage
Gulfstream Park 4489 N. Ocean Boulevard Gulfstream, FL 33483	1 Beverage
Aqua Crest Pool 2503 Seacrest Boulevard Delray Beach, FL 33444	1 Beverage, 1 Snack

PARKS EMPLOYEE ACCESS VENDING MACHINES LOCATIONS	
Location	Type of vending equipment
John Prince Park Administration Building 2700 6 th Avenue South Lake Worth, FL 33461	1 Beverage, 1 Snack
John Prince Park Maintenance Compound 5020 S. Congress Avenue Lake Worth, FL 33461	1 Beverage, 1 Snack
Morikami Museum 4000 Morikami Park Road Delray Beach, FL 33446	1 Beverage
Caloosa Park (Pickleball Courts) 1300 S.W. 35 th Avenue Boynton Beach, FL 33426	1 Beverage Protective Cage Required
Okeeheelee Park (Pickleball Courts) 7715 Forest Hill Boulevard West Palm Beach, FL 33413	1 Beverage Protective Cage Required
Burt Aaronson South County Regional Park 11200 Park Access Road Boca Raton, FL 33498	1 Beverage Protective Cage Required

EXHIBIT "B"

RULES AND REGULATIONS

1. Division shall not make, or permit to be made, any unseemly or disturbing noises, or disturb or interfere with visitors of County properties, whether by the use of any musical instrument, radio, television set, speaker or other audio device, musical noise, whistling, singing, or in any other way that may constitute a nuisance or harassment.
2. There shall not be used on County property, either by Division or by their agents or contractors, in the delivery of merchandise, freight, or other matter, any hand trucks or other means of conveyance except those equipped with rubber tires, rubber side guards, and such other safeguards as County may require.