Agenda Item #3.M.2.

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: August 25, 2026

[X] Consent **[ ] Regular**
[ ] Ordinance **[ ] Public Hearing**

Department: Parks and Recreation

Submitted By: Parks and Recreation Department

Submitted For: Parks and Recreation Department

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to receive and file: an executed Standard Sound and Light Production Service Contractor Agreement (Agreement) with Sanderford Sound, Inc., in an amount not to exceed $3,880 for the Waterfest Event at Sunset Cove Amphitheater from June 18, 2026 through June 22, 2026.

Summary: This Agreement has been fully executed on behalf of the Board of County Commissioners (BCC) by the Director of Parks and Recreation Department (Parks) in accordance with Resolution 2009-0592, amended by R2010-0645, R2014-0167, R2017-1368 and R2018-0179. Parks is now submitting this Agreement in accordance with PPM CW-O-051, which requires all delegated agreements to be submitted by the initiating department to the BCC as a receive and file agenda item. District 5 (AH)

Background and Justification: The Standard Sound and Light Production Services Contractor Agreement, was adopted by the BCC to streamline the process of hiring sound and light production contractors. The BCC granted the Director of Parks authority to execute standard agreements with sound and light production contractors up to $10,000, with Agreements valued between $10,000 and $50,000 requiring the County Administrator's approval and Agreements over $50,000 requiring BCC approval.

Attachment:
1. Sound and Light Production Service Contractor Agreement

Recommended by: Paul D Connell — Department Director — 7/14/26 — Date

Approved by: — Deputy County Administrator — 7/21/26 — Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2026	2027	2028	2029	2030
Capital Expenditures					
Operating Costs	3,880				
External Revenues					
Program Income (County)					
In-Kind Match (County					
NET FISCAL IMPACT	3,880	-0-	-0-	-0-	-0-
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget:	Yes	X	No	
Does this item include use of Federal Funds?	Yes		No	X
Does this item include use of State Funds?	Yes		No	X

Budget Account No.: Fund 0001 **Department** 580 **Unit** 5206 **Object** 3401

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

Contractor	*Revenue	Expense
Sanderford Sound Inc.	0	3,880
Totals	**0**	**3,880**

*No revenue is associated with this agreement.

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

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

7/16/26
OFMB 7/10/26

7/17/26
Contract Development and Control

B. Legal Sufficiency:

7/17/26
Assistant County Attorney

C. Other Department Review:

_____
Department Director

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

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SOUND AND LIGHT PRODUCTION SERVICES CONTRACTOR AGREEMENT FOR PALM BEACH COUNTY PARKS & RECREATION DEPARTMENT

THIS SOUND AND LIGHT PRODUCTION SERVICES CONTRACTOR AGREEMENT, hereinafter referred to as the "Agreement," is made and entered into on 23rd day of April, 2026 by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "COUNTY," and Sanderford Sound, Inc., a Florida Profit Corporation, authorized to conduct business in the State of Florida, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, COUNTY, by and through its Parks and Recreation Department, hereinafter referred to as the "Department," seeks to organize and make available quality entertainment productions at the COUNTY owned and operated event venues; and

WHEREAS, in support of such productions, COUNTY hires qualified entities to provide professional sound and light production services to be performed and paid 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 to the following terms and conditions:

1. **Term:** This Agreement shall commence on Thursday, June 18, 2026 at 8:00 AM and shall terminate on Monday, June 22, 2026 at 1:00 AM, and is not subject to extension or renewal.

2. **Fees and Charges**: Fees for professional sound and light production services, hereinafter referred to as "Production Services," are more particularly described in **Exhibit "A"**, which is attached hereto and incorporated herein by reference.

3. **Payment:** The total amount payable by COUNTY to CONTRACTOR for Production Services for the total of this Agreement is not to exceed three thousand eight hundred and eighty dollars ($3,880.00) to be paid upon submission of an invoice at the conclusion of each Event and verification that CONTRACTOR's Production Service obligations have been completed as required herein.

   Satisfactory completion of CONTRACTOR's Production Service obligations include, but are not limited to, the requirement that a minimum of ninety percent (90%) of the Event's entertainment production be completed. Failure to meet this requirement will result in a reduction in payment to CONTRACTOR. The amount of such reduction will be determined by COUNTY in its sole discretion.

   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.

4. **Venue:** The event venue is Sunset Cove Amphitheater, hereinafter referred to as "Venues" collectively or "Venue", together with such amenities, equipment, and appurtenances as may be made available by COUNTY, in its sole discretion.

5. **Event:** The Department hosts special events and concerts, herein referred to as "Events" collectively or "Event" for which CONTRACTOR is hired to provide Production Services.
CONTRACTOR is to have all equipment and technicians in place at the Venue no later than two hours prior to Event start time.
The complete scope and detail of Events are more particularly described on the Events Scope and Detail Form, attached hereto as **Exhibit "B"**, shall be provided to CONTRACTOR by the Event's authorized Department representative 14 days prior to the Event date. The Events Scope and Detail Form shall include, but are not limited to, additional event information and directives regarding scope and detail of the event, required production services, sound and light checks, the number and length of sets to be performed, and number and length of intermissions.

6. **Termination by COUNTY:** In addition to the termination rights provided in Article 10 and Article 19 below, the COUNTY may terminate this Agreement at any time upon written notice to the CONTRACTOR.

7. **Termination by CONTRACTOR:** 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.

8. **Performance:**

   a. CONTRACTOR agrees to:

      1. **provide** professional production services solely for the purpose for which this Agreement is entered into;

      2. **accept** the Venue and all equipment and improvements related to the Event in the condition existing as of the effective date of this Agreement;

      3. **accept** the amount of payment defined above as full and final payment without further expectation for reimbursement of any expenses related to this Agreement;

      4. **waive** any and all claims for compensation for any and all losses or damages sustained due to failure or malfunction of the Venue's water or electrical power supplies;

      5. **adhere** to the directives of the Department's representatives including, but not limited to, proper use and handling of COUNTY owned equipment, assignment of designated parking areas, locations for offloading and staging production equipment, and acceptable noise levels;

      6. **prohibit** any activity or material related to the Event that may be considered contrary to community standards of appropriateness, including the use of profanity, obscene language, or lewd gestures, which will result in COUNTY's withholding of payment and denial of future Production Services contracting opportunities;

7. **assure** that all persons under CONTRACTOR's control conduct themselves in a socially acceptable manner including prohibiting the consumption of alcohol or illegal drugs on Venue premises;

8. **obtain** the Department's written approval prior to operating any engine, motor or machinery or using any flammable agents, including but not limited to oils, camphene, kerosene, naphtha, or gasoline; with the exception of generators that have been approved by the Department's representative.

9. **identify**, as part of Event Scope and Detail, attached hereto as **Exhibit "B"**, any and all required specialty certifications, licenses and / or memberships applicable to the event;

10. **deliver** to the Department, no later than forty-eight (48) hours prior to the Event, a copy of those certain specialty certifications, licenses and / or memberships referenced above, all of which will be retained by the Department;

11. **acknowledge** that failure to deliver the required documentation referenced above may result in immediate termination of this Agreement;

12. **remove** all equipment and materials owned by CONTRACTOR no later than 24 hours after the conclusion of the Event;

13. **return** the Venue and all equipment and improvements related to the Event to the condition existing no later than 24 hours after the conclusion of the Event;

14. **hold** COUNTY harmless for the sale or disposal of any equipment and materials considered to be abandoned due to CONTRACTOR's failure to remove same from the Venue premises by the specified termination date and time and pay the cost of such removal and disposal upon receipt of COUNTY's invoice; and

15. **comply** with all Venue rules and regulations and adhere to all federal, state and local laws and regulations, including Palm Beach County Code, Chapter 21, as may be amended, pertaining to Parks and Recreation, and Department standard operating procedures as all such laws, regulations, ordinances, and procedures apply to CONTRACTOR's use of the Venue.

b. COUNTY agrees to:

1. **promote** the Event;

2. **deliver** the Venue and associated premises in a safe, clean, and orderly condition;

3. **assign** staff to provide logistical support and oversee all aspects of the Event including authority to make final decisions and issue directives on behalf of COUNTY;

4. **provide** support services including law enforcement, technical staff and skilled maintenance as may be determined necessary by the Department;

5. **retain** control of the Venue and all operations conducted on the Venue premises including enforcement of all laws, rules, regulations pertaining to the safety and wellbeing of the public; and

6. **collect** and dispose of any and all items either discarded or lost by patrons or others at the Event, without interference by CONTRACTOR or any person working for or on their behalf.

9. **Postponement or Cancellation of Event:** In the event emergency conditions arise which may affect public safety, the Event 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 emergency. COUNTY, in its sole discretion, will determine the necessity to postpone or cancel the Event and will endeavor to provide CONTRACTOR at least four (4) hours notice of such postponement or cancellation prior to the Event start time specified in Article 3 above. Provided, however, COUNTY's notice of such postponement or cancellation may be given at anytime including during the Event performance.

   In the event COUNTY cancels the Event due to any public safety concern after the Event has started, the CONTRACTOR may invoice the COUNTY for the fee associated with that Event per the Fees and Charges schedule, attached hereto as **Exhibit "A".**

10. **Termination for Cause:** The occurrence of any one or more of the following acts constitutes a material default and breach of this Agreement by CONTRACTOR and will result in the immediate termination of this Agreement:

    - CONTRACTOR misrepresents the type or style of Production Services to be provided;
    - CONTRACTOR provided materially false information relating to this Agreement;
    - Any person under the control of CONTRACTOR, including subcontractors, is responsible for purposely damaging the Venue or any COUNTY owned equipment;
    - Any person under the control of CONTRACTOR, including subcontractors, is guilty of gross misconduct or unlawful behavior while on the Venue premises; or
    - CONTRACTOR's performance fails to meet the professional performance standards and expectations assumed at the time this Agreement is entered into and COUNTY, following consultation with CONTRACTOR, elects to stop the performance prior to its scheduled conclusion time.

    In the event of any such material default or breach, this Agreement will terminate without further action or payment. COUNTY will not be held liable for any lost profits or damages resulting from any such termination.

11. **Photography / Recording:** Except for Entertainment performances and materials covered by copyright laws, licensing fees or other legal regulations, COUNTY may photograph and/or record audio and video during the Event. Such photos and recordings may be used by COUNTY for promotional and informational purposes only. CONTRACTOR agrees to provide assistance as needed to accommodate such photography and recording. CONTRACTOR is responsible for being aware of and advising COUNTY of any copyright infringements or other legal limitations that may apply to photographing and/or recording during the Event.

12. **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.

CONTRACTOR may not use the name or logo of the COUNTY or Department logos in a manner that suggests a relationship other than that for which this Agreement is entered into. Any use of the COUNTY or Department logos is subject to approval by the COUNTY.

The CONTRACTOR does not have the power or authority to bind the COUNTY in any promise, Agreement or representation.

13. **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.

14. **No Assignment:** CONTRACTOR may not assign any rights, responsibilities, or obligations required under this Agreement. Any such attempted assignment is a material breach of this Agreement and cause for immediate termination.

15. **Department Representative:** The Department's authorized representative for this Agreement is:

    Name: Indira Persaud Phone Number: 561 966-6626.

16. **Insurance Requirements:** It is the responsibility of CONTRACTOR to provide proof of the required insurance coverages specified on Insurance Requirements, attached hereto as **Exhibit "C"**.

    Such proof of insurance must be provided to the Department's authorized representative prior to the execution of this Agreement or no later than ten (10) days prior to the effective date hereof, at the COUNTY's discretion.

17. **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. The obligations arising under this provision will survive the expiration or termination of this Agreement.

18. **Damage or Destruction of Venue:** In the event the Venue or any part thereof is damaged by the act, default, or negligence of CONTRACTOR, the cost to repair such damage will be the responsibility of CONTRACTOR. In the event of such damage, COUNTY's payment to CONTRACTOR may be reduced or forfeited to cover repair costs and/or the cost of such repairs may be invoiced by COUNTY to CONTRACTOR, the amount of which is payable upon CONTRACTOR's receipt of invoice.

    Additionally, CONTRACTOR is prohibited from defacing the Venue in any way including using nails, hooks, tacks, screws or any other faceting device. No signs, advertisements, show-bills, lithographs, posters, placards or any other such items are to be posted or otherwise displayed anywhere on the Venue premises without the express consent of the Department's authorized representative. Any such unapproved items will be immediately removed at the sole cost and expense of CONTRACTOR.

19. **Termination Upon Destruction or other Casualty:** In the event the Venue or any part thereof is destroyed or damaged in whole or part by fire, water, or any other cause, or if any other casualty or unforeseen occurrence renders the fulfillment of this Agreement impossible, as determined by COUNTY in its sole discretion, this Agreement will terminate effective upon COUNTY's delivery to CONTRACTOR of a written notice of termination. In the event of any such termination, this Agreement will terminate without further action or payment and CONTRACTOR will return to COUNTY, within four (4) days following such termination, any percentage payment that may have been made to CONTRACTOR. COUNTY will not be held liable for any lost profits or damages resulting from any such termination.

20. **COUNTY Not Liable:** All personal property placed on or moved onto the Venue premises will be done so at the sole risk of CONTRACTOR or owner thereof and CONTRACTOR expressly acknowledges and agrees that COUNTY will not be liable for any damage to or loss of such personal property.

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

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

    CONTRACTOR:
    Sanderford Sound, Inc.
    Attn James L. Sanderford
    4361 Okeechobee Blvd Suite A9
    West Palm Beach, FL 33409

22. **Remedies:** This Agreement is 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.

23. **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.

24. **Annual Appropriations:** The fulfillment of this Agreement and all obligations of COUNTY hereunder are subject to and contingent upon annual budgetary appropriations by the Board of County Commissioners.

25. **Arrears:** CONTRACTOR is not to pledge or attempt to 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. CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

26. **Authorization:** This Agreement is executed by an individual legally authorized to fully bind CONTRACTOR to all terms and conditions of this Agreement.

27. **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 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 date hereof. This notice is required by F.S. 287.133(3)(a).

28. **Severability:** In the event any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will not be affected, and every other term and provision of this Agreement will be deemed valid and enforceable to the extent permitted by law.

29. **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 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.

30. **Waiver:** The failure of COUNTY to insist upon strict performance of any of the agreements, terms, covenants or conditions of this Agreement, does not constitute a waiver of any rights or remedies that COUNTY may have for any subsequent breach, default, or non-performance, and COUNTY's right to insist on strict performance of this Agreement will not be affected by any previous waiver of course or dealing.

31. **Nondiscrimination:** The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2025-0748, as may be amended, the CONTRACTOR warrants and represents that throughout the term of the Contract, including any renewals thereof, if applicable, that all of its employees are treated equally during employment without regard to race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, disability, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

32. **Regulation; Licensing Requirements:** CONTRACTOR agrees to comply with all laws, ordinances and regulations applicable to its use of the Venue premises. CONTRACTOR is presumed to be familiar with all applicable federal, state, and local laws, ordinances, codes and regulations.

33. **Criminal History Records Check:** The CONTRACTOR, CONTRACTOR's employees, subcontractors of the CONTRACTOR and employees of subcontractors shall comply with Palm Beach County Code, Section 2-371 – 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), for unescorted access to critical facilities ("Critical Facilities") or criminal justice information facilities ("CJI Facilities") as identified in Resolutions R2013-1470, R2015-0572, and R2024-0549, as may be amended. The CONTRACTOR is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the CONTRACTOR acknowledges that its Contract price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the COUNTY.

    This Contract may include sites and/or buildings which have been designated as either "critical facilities" or "criminal justice information facilities" pursuant to the Ordinance and above referenced Resolutions, as amended. COUNTY staff representing the COUNTY department will contact the CONTRACTOR(S) and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The CONTRACTOR shall make every effort to collect the badges of its employees and its subcontractors' employees upon conclusion of the contract and return them to the COUNTY. If the CONTRACTOR or its subcontractor(s) terminates an employee who has been issued a badge, the CONTRACTOR must notify the COUNTY within two (2) hours. At the time of termination, the CONTRACTOR shall retrieve the badge and shall return it to the COUNTY in a timely manner.

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

34. **Entirety of 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.

35. **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 Contract.

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 contract term and following completion of the Contract, if the CONTRACTOR does not transfer the records of the public agency.

D. Upon completion of the Contract the CONTRACTOR shall transfer, at no cost to the County, all public records in possession of the CONTRACTOR unless notified by the County's representative/ liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service. If the CONTRACTOR transfers all public records to the County upon completion of the Contract, the CONTRACTOR shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically by the CONTRACTOR must be provided to County, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of County, at no cost to the County.

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

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

36. **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.

37. **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.

38. **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 "D"**, 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: _____ 4/23/26
Signature Date
Director / Deputy Director
Palm Beach County Parks and Recreation Department

If Agreement Value
Exceeds $10,000.00, But Not More Than $50,000.00:

County Administrator

By: _____
Signature Date

If Agreement Value
Exceeds $50,000.00:

ATTEST:
Clerk of the Circuit Court & Comptroller

_____
Deputy Clerk

COUNTY:
Board of County Commissioners

By: _____
Mayor

CONTRACTOR - Sanderford Sound, Inc.

WITNESS

Shayne Sanderford
Signature Date

Shayne Sanderford
Print

By: James Sanderford
Signature Date

James Sanderford
Print

Owner/operator
Title

APPROVED AS TO
FORM AND LEGAL SUFFICIENCY:

County Attorney

Anne Helgot 4/21/26
Signature Date

APPROVED AS TO
TERMS & CONDITIONS:

Division Director

_____ 4/22/26
Signature Date

EXHIBIT "A"

(1 of 2)

SOUND AND LIGHT PRODUCTION SERVICES CONTRACTOR AGREEMENT

Fees and Charges

CANYON AMPHITHEATER **Price: $1,522.00**

- **PA Equipment**: (2) DAS S118A 118 sub, Powered 12", 1500 Wpeak, Class D, Biamplifed, Two-way w/ control panel and Bluetooth, (1) DAS M12A stage monitor wedge Allen & Heath SQ-6 Digital audio console, (1) Shure Beta 91A microphone, (1) Sennheiser E604, (1) Shure Beta 58A microphone, (1) Sennheiser E904, (1) Radial PRODI Passive Direct Box DI, (1) ART dPDB Dual Passive Direct Box DI, Microphone vocal boom stand
- **Crew**: (1) Audio Tech
- **Lighting**: (2) Chauvet DJ 4BAR USB

SEABREEZE AMPHITHEATER **Price: $3,567.00**

- **PA Equipment**: (2) DAS Event 121A sub, (2) DAS Event 210A speaker, (2) DAS Stacking/Mounting Bracket for Event 210A Line Array, (2) 1.5' Powercon and XLR signal jumper, (2) DB Technologies INGENIA IG3T speaker, (2) Ultimate TS-100B Speaker Stand hydraulic, (6) DAS M12A stage monitor wedge, (1) Allen & Heath SQ-6 Digital audio console, (1) 1 Allen & Heath DX168 digital snake, (1) Drum microphone pack 5 piece, (4) Shure Beta 58A microphone, (4) Shure BLX 58A wireless microphone, (3) Sennheiser E904, (1) Radial PRODI Passive Direct, (2) ART dPDB Dual Passive Direct Box D Box DI, (3) Short mic stand, (8) Microphone vocal boom stand
- **Crew**: (1) Audio Tech, (1) Stagehand
- **Lighting**: (4) Chauvet DJ 4BAR USB, (2) HD lighting stand 14

SUNSET COVE AMPHITHEATER **Price: $8,401.00**

- **PA Equipment**: (6) QLXD wireless system, (6) QLXD4 Wireless Receiver H50, (6) QLXD2 Wireless handheld transmitter H50, (6) Shure RPW120 Beta87A capsule, (1) Drum microphone pack 5 piece, (2) Sennheiser E609, (2) Shure SM57 microphone, (2) ART dPDB Dual Passive Direct Box DI, (2) Radial JDI Passive Direct Box DI, (1) 1 XLR 100' cable, (6) XLR 50' cable, (30) XLR 30' cable, (8) XLR 10' cable, (20) XLR 25' cable, (2) Microphone Straight base stand, (10) Microphone vocal boom stand
- **Crew**: (1) Audio Systems Tech A1 @ 10 Hr. Max, (2) Audio/ lighting A2 @ 10 Hr. Max
- **Lighting**: (8) RGBWAU LED IP Par, (2) HD lighting stand 14', (2) Chauvet DJ 4BAR USB, (1) Onyx Lighting console NX-Wing

EXHIBIT "A"

(2 of 2)

SOUND AND LIGHT PRODUCTION SERVICES CONTRACTOR AGREEMENT

Fees and Charges

EXTRAS

Audio	
Wireless Mic (Single Unit Handheld SM58)	$125
Wireless Mic Package (4 Units Handheld SM58s)	$550
One Monitor Wedges on one Mix	$75
One Single 12" Center Fills per side with Power (Two Fills)	$75/each
Lighting	
Two Par 56 Light Trees All On	$150
Follow Spot (Requires Operator)	$125
Console & Dimmers (Requires Operator)	$250
Complete Lighting System (Requires Operator and Tech)	$1,000 ($700)
Portable Stage	
4' x 8' sections with 1' or 2' Legs (Up to 8 Units) (Requires Tech)	$80/ each
Music Stands with Lights	$15/ each
House Services for Outside Renters	
	$700/Half Day (10 Hours) $1,240/Full Day (18 Hours)

Holiday Upcharge Fee	Sunset Cove	Seabreeze	Canyon
New Years Day	$1,000	$750	$500
Thanksgiving Day	$1,000	$750	$500
Christmas Day	$1,000	$750	$500

EXHIBIT "B"

(1 of 3)

SOUND AND LIGHT PRODUCTION SERVICES CONTRACTOR AGREEMENT

Event Scope & Detail

Event Date: June 20 & 21, 2026

Event Name: Wat3rfest

Event Scope & Detail:

Services & Equipment Provided by Contractor:		**Qty**
Canyon Amphitheater	☐	
Seabreeze Amphitheater	☐	
Sunset Cove Amphitheater	☒	

EXTRAS

Audio		**Qty**
Wireless Mic (Single Unit Handheld SM58)	☐	
Wireless Mic Package (4 Units Handheld SM58s)	☐	
One Monitor Wedges on an extra Mix	☐	
One Single 12" Center Fills per side with Power (Two fills)	☐	

EXHIBIT "B"

(2 of 3)

SOUND AND LIGHT PRODUCTION SERVICES CONTRACTOR AGREEMENT

Event Scope & Detail

Lighting		**Qty**
Two Par 56 Light Trees All On	☐	
Follow Spot (Requires Operator)	☐	
Console & Dimmers (Requires Operator)	☐	
Complete Lighting System (Requires Operator and Tech)	☐	
Portable Stage	☐	
Music Stands with Lights	☐	
Extra Crew Members (i.e. Loaders, Stage Crew, etc.)	☐	
House Services	☐	

Holiday Upcharge Fee		**Qty**
New Years Day	☐	
Thanksgiving Day	☐	
Christmas Day	☐	

EXHIBIT "B"

(3 of 3)

SOUND AND LIGHT PRODUCTION SERVICES CONTRACTOR AGREEMENT

Event Scope & Detail

Specialty Certificates, Licenses, and Memberships:

Identify certificates, licenses, and memberships required pursuant to provision 8.a.10 of this Agreement. Submit such documents with this *Event Scope & Detail* or indicate the date such documents will be delivered to the Department:

Certificate of Insurance Attached

EXHIBIT "C"

(1 of 2)

SOUND AND LIGHT PRODUCTION SERVICES CONTRACTOR AGREEMENT

Insurance Requirements

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

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

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

☒ **Commercial General Liability**: CONTRACTOR shall maintain Commercial General Liability at a limit of liability not less than **$1,000,000** Each Occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.

☐ **Liquor Liability:** if alcoholic beverages (including beer, wine, and spirits) are for sale at the event, the CONTRACTOR AND VENDOR shall maintain Liquor Liability coverage and the Certificate of Insurance must state that Liquor Liability coverage is included with a minimum limit of liability of **$1,000,000** Each Occurrence. The policy must not exclude either Personal Injury/Advertising Injury, Damage to Rented Premises, or Products/Completed Operations.

If no admission or similar fee is charged at any type of event and alcoholic beverages are served at no charge, the Certificate of Insurance must state that Host Liquor Liability Coverage has been secured with a minimum limit of liability of **$1,000,000** Each Occurrence.

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

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

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

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

EXHIBIT "C"

(2 of 2)

☒ **Additional Insured Clause**: Except as to Business Auto, Workers' Compensation and Employer's Liability (and Professional Liability, when applicable) 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: Director of Special Facilities

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"

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 Sanderford Sound inc.
(CONTRACTOR) and attest that CONTRACTOR does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

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

(signature of officer or representative)

James Sanderford Owner
(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, 13th day of April 2026, by James Sanderford.

Personally known ☐ OR produced identification ☑.

Type of identification produced Florida Driver License.

NOTARY PUBLIC
My Commission Expires:
State of Florida at large

MARQUIS REED
Notary Public - State of Florida
Commission # HH 736043
My Comm. Expires Sep 18, 2029

(Notary Seal)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/11/2025

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

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

PRODUCER	CONTACT NAME: Certificate Department	
World Insurance Associates, LLC 301 South Tubb Street, Unit H1 Oakland FL 34760	PHONE (A/C, No, Ext): 844-235-9449	FAX (A/C, No): 855-631-4111
	E-MAIL ADDRESS: contact@insurebigrig.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Penn-America Insurance Company	32859
INSURED SANDSOU-01 Sanderford Sound, Inc. 12633 Temple Blvd West Palm Beach FL 33412	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 530407669 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			PAV0591858	11/17/2025	11/17/2026	EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A						E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$

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

Palm Beach County Board of County Commissioners are additional insured with respects to General Liability as required by written contract subject to the terms and conditions of the policy.

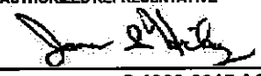
CERTIFICATE HOLDER

Palm Beach County Board of County Commissioners
c/o Special Events Department
2700 6th Avenue South
Lake Worth FL 33461
USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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BLAISE INGOGLIA
CHIEF FINANCIAL OFFICER

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

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

NON-CONSTRUCTION INDUSTRY EXEMPTION

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

EFFECTIVE DATE: 12/19/2025 **EXPIRATION DATE:** 12/19/2027

PERSON: JAMES L SANDERFORD **EMAIL:** BUBSAND@SANDERFORDSOUND.COM

FEIN: 260369786

BUSINESS NAME AND ADDRESS:

SANDERFORD SOUND, INC.

12633 TEMPLE BLVD

WEST PALM BEACH, FL 33412

This certificate of election to be exempt is NOT a license issued by the Department of Business and Professional Regulation. To determine if the certificate holder is required to have a license to perform work or to verify the license of the certificate holder, go to www.myfloridalicense.com.

IMPORTANT: Pursuant to subsection 440.05(13), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to subsection 440.05(11), F.S., Certificates of election to be exempt issued under subsection (3) apply only to the corporate officer named on the notice of election to be exempt. Pursuant to subsection 440.05(12), F.S., notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.