Agenda Item: #3.M.1.

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: November 17, 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 Entertainment Contractor Agreement (Agreement) with Mary Washington-Brooks, in an amount not to exceed $800 for the Legends on the Lawn: Mary Washington-Brooks concert at Canyon Amphitheater on September 19, 2026.

Summary: The Parks and Recreation Department (Parks) produces cultural activities to promote the quality of life in the communities it serves. A sponsorship received for the Legends on the Lawn event from Nostalgic America offset the expenses of this concert at Canyon Amphitheater. This Agreement has been fully executed on behalf of the Board of County Commissioners (BCC) by the Director of Parks in accordance with Resolution 2008-1109, amended by R2010-0644, R2014-0168 and R2017-1367. 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 (DB)

Background and Justification: The standard Entertainment Contractor Agreement was adopted by the BCC to streamline the process of hiring entertainment for County sponsored events. The BCC granted the Director of Parks authority to execute Agreements for entertainment acts up to $10,000, with Agreements between $10,000 and $50,000 requiring the County Administrator's approval and Agreements over $50,000 requiring BCC approval.

Attachment:
1. Entertainment Contractor Agreement

Recommended by: _____ 10/20/2026
Department Director **Date**

Approved by: _____ 10/26/2026
Deputy County Administrator **Date**

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2027	2028	2029	2030	2031
Capital Expenditures					
Operating Costs					
External Revenues					
Program Income (County)					
In-Kind Match (County					
NET FISCAL IMPACT	*-0-	-0-	-0-	-0-	-0-
# ADDITIONAL FTE POSITIONS (Cumulative)					

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

Budget Account No.: Fund 0001 Department 580 Unit 5206
Revenue Source 4729/6600 Object 3401 Program ____

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

*Revenue and expenses occurred in FY2026

	FY2026	
Entertainment Contractor	Revenue	Expense
Mary Washington-Brooks	*800	800
Totals	$800	$800

*A sponsorship from Nostalgic America for the Legends on the Lawn series offset the expenses of the concert at the Canyon Amphitheater.

C. Departmental Fiscal Review: Rick Raymond

III. REVIEW COMMENTS

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

10/22/2026
OFMB

10/21
DA 10/22

10/22/24
Contract Development and Control
10/22/26 FW

B. Legal Sufficiency:

10/23/26
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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ENTERTAINMENT CONTRACTOR AGREEMENT FOR PALM BEACH COUNTY PARKS & RECREATION DEPARTMENT

THIS ENTERTAINMENT CONTRACTOR AGREEMENT, hereinafter referred to as the "Agreement," is made and entered into on 8th day of September, 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 Mary Washington-Brooks, an Individual, authorized to conduct business in the State of Florida, hereinafter referred to as "CONTRACTOR".

W I T N E S S E T H:

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

WHEREAS, COUNTY provides CONTRACTOR the opportunity to produce, stage, and perform such productions 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 is effective Saturday, September 19, 2026, at 4:00 PM, the date and time CONTRACTOR is scheduled to arrive at the event venue, and will terminate Saturday, September 19, 2026 at 11:00 PM, the date and time CONTRACTOR is scheduled to depart the event venue.

2. **Venue:** The event venue is Canyon Amphitheater, hereinafter referred to as "Venue", together with such amenities, equipment, and appurtenances as may be made available by COUNTY, in its sole discretion, all as more particularly described on the Venue Designation Form, attached hereto as **Exhibit "A"**.

3. **Event:** The entertainment production to be presented at the Venue is an event promoted as: Legends on the Lawn: Mary Washington-Brooks Band, hereinafter referred to as "Event", for which COUNTY hires CONTRACTOR to produce, stage, and perform, and when applicable including securing the Event's entertainment talent: Mary Washington-Brooks Band, hereinafter referred to as "Entertainment".

   If applicable, the sound check and/or warm-up for all Event Entertainment will begin at 5:00 PM and will conclude no later than 6:30 PM, which is no less than 30 minutes prior to time the Event is scheduled to begin.

   The Event's Entertainment will begin performing at 7:00 PM and will conclude at 9:00 PM.

   The performance will consist of two (2) set(s) of fifty-five minutes per set.

   If usual and customary for the type of entertainment production and/or the length of time Entertainment is scheduled to perform, the production may include one (1) intermission(s), of ten (10) minutes each.
   Unless otherwise specifically agreed to by COUNTY prior to the signing of this Agreement, no portion of the Event's Entertainment production is to include prerecorded audio or video.

In addition to the above, the scope and detail of the Event is more particularly described on the Event Scope and Detail, attached hereto as **Exhibit "B"**.

4. **Payment:** The total amount payable by COUNTY to CONTRACTOR for the Event Entertainment is eight hundred dollars ($800.00) to be paid upon conclusion of the Event and verification that CONTRACTOR's entertainment production obligations have been completed as required herein.

   Satisfactory completion of CONTRACTOR's entertainment production obligations include, but are not limited to, the requirement that the Event's Entertainment perform onstage a minimum of ninety percent (90%) of the agreed upon performance time. 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.

5. **Termination by COUNTY:** In addition to the termination rights provided in Article 10 below, COUNTY reserves the right to terminate this Agreement without cause, following its signing by COUNTY, effective upon delivery of written notice of termination to CONTRACTOR at least seven (7) days prior to the effective date hereof. In such event, 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 damages resulting from such termination.

6. **Termination by CONTRACTOR:** CONTRACTOR may terminate this Agreement without cause, following its signing by COUNTY, effective upon delivery of written notice of termination to COUNTY at least thirty (30) days prior to the effective date hereof. In such event, this Agreement will terminate without further action provided CONTRACTOR returns to COUNTY with said notice of termination any percentage payment that may have been made to CONTRACTOR.

7. **Performance**:

   a. CONTRACTOR agrees to:

      1) **use** the Venue 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 entertainment 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 the use of any type of pyrotechnics;

9) **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;

10) **assume** full responsibility for obtaining all licenses and permits required by Copyright Regulations of Title 17 of the United States Code, and agree to indemnify COUNTY and its agents for any expenses incurred as a result of CONTRACTOR's failure to obtain such licenses or permits, including, but not limited to, fines or damages collected against COUNTY or COUNTY's agents, any attorney's fees and court costs, and for any expenses incurred as a result of CONTRACTOR's failure to otherwise satisfy such regulations;

11) **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;

12) **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;

13) **acknowledge** that failure to deliver the required documentation referenced above may result in immediate termination of this Agreement and the return to COUNTY, within four (4) days following such termination, any percentage payment that may have been made to CONTRACTOR and forfeiture of the payment balance;

14) **remove** all equipment and materials owned by CONTRACTOR and Entertainment no later than the termination date and time specified in Article 1 above;

15) **return** the Venue and all equipment and improvements related to the Event to the condition existing as of the effective date and time specified in Article 1 above;

16) **hold** COUNTY harmless for the sale or disposal of any equipment and materials considered to be abandoned due to CONTRACTOR's or Entertainment'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

17) **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 and Entertainment'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** sufficient 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 Entertainment or any person working for or on their behalf.

8. **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 general 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 or CONTRACTOR elects to cancel the Event's Entertainment rather than accept a delayed start time, the Term of this Agreement will be extended upon the same terms and conditions provided that within five (5) days following such occurrence, COUNTY and CONTRACTOR agree upon a rescheduled Event date and time. Such Term extension will be effective upon COUNTY's delivery to CONTRACTOR of a written notice specifying the agreed upon rescheduled Event date and time and detailing the circumstances leading to the Term extension.

   In the event COUNTY and CONTRACTOR are unable to agree upon a rescheduled Event date and time as specified above, 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.

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

   In the event COUNTY and CONTRACTOR are unable to agree upon a rescheduled Event date and time as specified above, 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.

Not withstanding the foregoing, in the event CONTRACTOR cancels the Event's Entertainment due to illness, CONTRACTOR may be permitted, with COUNTY's prior approval, to secure substitute entertainment. Provided, however, such substitute entertainment must perform a similar type and style of entertainment as that for which this Agreement is entered into. In such event, COUNTY reserves the right to require CONTRACTOR to return, within four (4) days following the Event date, any percentage payment that may have been made and/or reduce or deny payment of the remaining amount payable.

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:
    a. CONTRACTOR misrepresents the type or style of entertainment to be performed;
    b. CONTRACTOR provided materially false information relating to this Agreement;
    c. Any person under the control of CONTRACTOR, including subcontractors, is responsible for purposely damaging the Venue or any COUNTY owned equipment;
    d. Any person under the control of CONTRACTOR, including subcontractors, is guilty of gross misconduct or unlawful behavior while on the Venue premises; or
    e. Entertainment'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 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.

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. **Relationship of the Parties**: 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.

    This Agreement does not constitute an endorsement or sponsorship by COUNTY of CONTRACTOR or Entertainment. Though COUNTY may issue press releases and publish advertising regarding the Event, including postings on COUNTY websites and social media sites, such advertisements are intended solely for

the purpose of raising public awareness of the Event and are not to be misrepresented as a form of endorsement or sponsorship by COUNTY.

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

13. **Taxes:** CONTRACTOR assumes sole responsibility for the payment of any and all federal, state, and local taxes as may be applicable to the payment made by COUNTY to CONTRACTOR. Additionally, CONTRACTOR is not eligible to benefit from the COUNTY's tax exempt status.

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 agrees to protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officers free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines and damages, including attorney's fees and costs at trial and appellate levels, and causes of action of every kind and character arising out of this Agreement or CONTRACTOR's use and occupancy of the Venue. Such causes of action include, without limitation, those arising by reason of; (i) any damage to property or the environment, (ii) bodily injury, including death, incurred or sustained by any party hereto, any agent or employee of any party hereto, and any third or other party whosoever, (iii) the condition of the Venue existing at the effective date of this Agreement, (iv) CONTRACTOR's acts, omissions or operations hereunder, (v) the performance, non-performance or purported performance of CONTRACTOR, or (vi) any breach of the terms of this Agreement. 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 or Entertainment, 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, 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:

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

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

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

    Mary Washington-Brooks
    Attn Mary Washington-Brooks
    1112 NW 17th St
    Fort Lauderdale, FL 33311-4742

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

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, 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.

39. **Prohibition Against Using Diversity, Equity and Inclusion Material – F.S. 287.139:** Contractor hereby certifies to the County that Contractor does not and will not use County funds in requiring its employees, contractors, volunteers, vendors, or agents to ascribe to, study, or be instructed using materials relating to diversity, equity, and inclusion as defined in section 125.595, Florida Statutes, as amended.

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

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS:

By: _____ 9/8/26
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:
Yvette Drucker
Clerk of the Circuit Court & Comptroller

_____
Clerk of the Circuit Court & Comptroller

COUNTY:
Board of County Commissioners

By: _____
Mayor

WITNESS

By: _____ 9/4/26
Signature Date
Rebecca Cruz
Print

CONTRACTOR - Mary Washington-Brooks

By: _____ 9/4/2026
Signature Date
Mary Brooks
Print
Band leader
Title

APPROVED AS TO
FORM AND LEGAL SUFFICIENCY:

County Attorney

By: _____ 9/4/26
Signature Date

APPROVED AS TO
TERMS & CONDITIONS:

Division Director

By: _____ 9.4.26
Signature Date

EXHIBIT "A"

ENTERTAINMENT CONTRACTOR AGREEMENT

Venue Designation Form

☐ **SUNSET COVE AMPHITHEATER:** Located in South County Regional Park
12551 Glades Road
Boca Raton

Viewing capacity for 6,000 – covered stage with rigging points – four dressing rooms – private restrooms – air conditioned back stage – covered vendor area with hook-up – public restrooms attached

☐ **SEABREEZE AMPHITHEATER:** Located in Carlin Park
750 South State Road A1A
Jupiter

Viewing capacity for 2,500 – covered stage with light rigging – sound control room – three dressing rooms – green room – two private restrooms – prop room – costume room – air conditioned back stage – public restrooms detached

☒ **CANYON AMPHITHEATER:** Located in Canyon Community Park
8802 Boynton Beach Boulevard
Boynton Beach

Viewing capacity for 500 – covered stage with light rigging – covered backstage – loading ramps – public restrooms attached

☐ **OTHER VENUE:**

NOTE: The above described Venue amenities, equipment, and appurtenances are identified for informational purposes only and may not be available for use by Contractor.

EXHIBIT "B"

(1 of 3)

ENTERTAINMENT CONTRACTOR AGREEMENT

Event Scope & Detail

Event Date: Saturday, September 19, 2026

Event Name: Legends on the Lawn: Mary Washington-Brooks Band

Event Scope & Detail: A free concert featuring Mary Washington-Brooks Band, playing an assortment of Blues and Soul hits. No smoke, fog, or haze machines permitted. Parking cannot be reserved. Parking behind the amphitheater is not permitted with the exception of load-in and load-out operations.

Specialty Certificates, Licenses, and Memberships:

Identify certificates, licenses, and memberships required pursuant to provision 7.a.11. of the Entertainment Contractor Agreement. Submit such documents with this *Event Scope & Detail* or indicate the date such documents will be delivered to the Department:

No insurance required.

EXHIBIT "B"
(2 of 3)

Amenities, Services & Equipment:	**Provided By:**		
	N/A	**COUNTY**	**CONTRACTOR**
Detailed list of equipment (detailed below) provided by			
Sound System: _____	☐	☐	☒
Sound Equipment: _____	☐	☐	☒
Light System: _____	☒	☐	☐
Lighting Equipment: _____	☒	☐	☐
Light Trees: _____	☐	☒	☐
Microphones: _____	☐	☐	☒
Cables: _____	☐	☐	☒
Backline: _____	☐	☐	☒
Heavy Duty/Outdoor Extension Cords: _____	☐	☐	☒
Sound Technician: _____	☐	☐	☒
Light Technician: _____	☒	☐	☐
Dressing Room: _____	☒	☐	☐
Drum Riser: _____	☐	☐	☒
Generators: *Department Approval Signature*: _____	☒	☐	☐
Fireworks / Pyrotechnics: † _____	☒	☐	☐

† Requests to include fireworks or any other form of pyrotechnics display will be considered on a case-by-case basis. Any such displays require the approval of the Department Director, and must be conducted in accordance with the permit issued by the Fire Rescue Department having municipal jurisdiction of the Venue. Also, the presence of the Fire Rescue Department is required. Additional insurance coverages as well as charges for the presence of Fire Rescue equipment and personnel will apply

EXHIBIT "B"

(3 of 3)

Detailed List of Equipment Provided by: County, Contractor

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EXHIBIT "C"

(1 of 2)

ENTERTAINMENT 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)

ENTERTAINMENT SERVICES CONTRACTOR AGREEMENT

Insurance Requirements

☐ **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 Mary Haskins Brook (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.

Mary Haskins Brook — (signature of officer or representative)

Mary Brooks, Band Leader — (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, 4th day of September 2026, by May Brooks.

Personally known ☐ OR produced identification ☑.

Type of identification produced License.

NOTARY PUBLIC
My Commission Expires: 11/20/26
State of Florida at large

CAROLINA RODRIGUEZ
MY COMMISSION # HH 334187
EXPIRES: November 20, 2026

(Notary Seal)