

VILLAGE OF ROYAL PALM BEACH

Agenda Item Summary

AGENDA ITEM: APPROVAL AND AUTHORIZATION FOR THE VILLAGE MANAGER TO ENTER INTO AN INDEPENDENT CONTRACTOR AGREEMENT WITH EARLY CHILDHOOD ADVENTURES, LLC FOR THE PROVISION OF EARLY CHILDHOOD EDUCATIONAL PROGRAMS AT THE RECREATION CENTER TO THE COMMUNITY AT LARGE.

ISSUE: This Independent Contract Agreement (“Agreement”) is for the provision of Child/Youth programming available to the community at large at the Recreation Center for an initial term of one (1) year and seven (7) months with two (2) additional two-year renewals by mutual agreement of the parties. The initial term of the Agreement begins December 1, 2025 and ends July 31, 2027.

Notable aspect of the Agreement include:

- For 2025/26, provides for the following activities:
 - Part Time Preschool
 - VPK
 - Homeschool Drop Off classes for Elementary Students
 - Date Night Drop Off
 - Damp Days
 - Preschool Summer Camp
 - Kindergarten Bootcamp
- Compensation will be as follows:
 - VPK: note the Independent Contractor retains eighty percent (80%) of the total Resident participants’ fees (fees and rate) collected; remits to the Village twenty percent (20%) of the total Resident participants’ fees (fees and rate) collected.
 - All Others: Independent Contractor retains seventy percent (70%) of the total Resident participants’ fees (fees and rate) collected; remits to the Village thirty percent (30%) of the total Resident participants’ fees (fees and rate) collected.
 - Non-Resident Fees: Independent Contractor remit to the Village one hundred (100%) of the total Non-Resident participants’ fees (fees and rate) collected.

- Allows for revision to classes, etc. offered to be requested through a Request for Amendment to Scope of Services Form (Exhibit “C”) and ultimately approved by the Parks & Recreation Director.

RECOMMENDED ACTION: Staff recommends approval.

Initiator:	Village Manager	Agenda	Village Council
Director of Parks and Recreation	Approval:	Date: 11/20/25	Action:

VILLAGE OF ROYAL PALM BEACH

INDEPENDENT CONTRACTOR AGREEMENT FOR EARLY CHILDHOOD ADVENTURES CHILD/YOUTH PROGRAMMING

THIS INDEPENDENT CONTRACTOR AGREEMENT FOR EARLY CHILDHOOD ADVENTURES CHILD/YOUTH PROGRAMMING (“Agreement”) is entered into and effective this _____ day of November, 2025 (the “Effective Date”), by and between the Village of Royal Palm Beach, a Florida municipal corporation with offices located at 1050 Royal Palm Beach Boulevard, Royal Palm Beach, Florida 33411, organized and existing in accordance with the laws of the State of Florida, hereinafter the “Village”; and Early Childhood Adventures, LLC, a Florida limited liability company with a mailing address of 138 Galiano Street, Royal Palm Beach, Florida 33411, hereinafter the “Independent Contractor” and collectively with the Village, the “Parties”.

WITNESSETH

WHEREAS, the Village desires to make available certain Early Childhood Adventures Child/Youth Programming to the community at large through its Parks and Recreation Department by entering into agreements with an independent contractor for the provision of such programs/services/classes/activities; and

WHEREAS, the Village and the Independent Contractor desire to clarify and define their responsibilities with regard to the provision of certain programs/services/classes/activities.

NOW THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by both Parties, the Village and the Independent Contractor hereby agree as follows:

1. SCOPE OF SERVICES: The Independent Contractor shall provide on a continuing basis Early Childhood Adventures Child/Youth Programming and such other related services as may be required by the Village, which shall be specifically authorized by the Village and set forth in a specific Scope of Service attached hereto as Exhibit “A” and incorporated herein by reference as part of this Agreement. Exhibit “A” shall set forth the specific program/service/class/activity to be offered by the Independent Contractor (name and description), the specific location where the activity will be provided (room, suite, etc.), the age range of participants for each program/service/class/activity to be offered, the identified schedule of the program/service/class/activity including daily dates and times, the corresponding

fees for each program/service/class/activity including registration fee, activity fee (if any) and Resident and Non-Resident participation fees, and the applicable participant fee allocation between the Village and the Independent Contractor. The Independent Contractor's specialty certifications, licenses, and/or memberships applicable and/or necessary for the provision of the program/service/class/activity being provided by the Independent Contractor shall be attached hereto as Exhibit "B" and incorporated herein by reference as part of this Agreement.

Should revisions to the Scope of Services be made during the Initial Term or any subsequent Renewal Term as provided in Paragraph 2 below, the Independent Contractor shall provide written notice to the Village at least sixty (60) days prior to the implementation of additional and/or revised services to be provided. Such written request shall be provided on the Request for Amendment to Scope of Services Form attached hereto as Exhibit "C" and incorporated herein by reference. Such additional and/or revised services shall not be offered and/or provided by the Independent Contractor until such time as the Village has provided written approval of the Request for Amendment to Scope of Services Form to the Independent Contractor.

2. TERM; NOTICE: This Agreement shall be for a term of one (1) year and seven (7) months commencing on December 1, 2025 and ending July 31, 2027 (the "Initial Term") and may be renewed for two (2) additional 2-year terms (the "Renewal Terms") upon the mutual written agreement of the Parties. Such extension shall be in the form of a written Amendment or Addendum to the Agreement executed by both Parties. Notice shall be considered sufficient when sent by certified mail or hand delivered to the Parties during regular business hours at the following addresses:

As to Village:	As to Independent Contractor:
Village of Royal Palm Beach Recreation Center 100 Sweet Bay Lane Royal Palm Beach, FL 33411 Attn: Mark Pawlowski, Parks & Recreation Director	Early Childhood Adventures, LLC 138 Galiano Street Royal Palm Beach, FL 33411 Attn: Angela R. Rinehart, Managing Member

3. TERMINATION AND BREACH: Either party upon thirty (30) days' notice to the other party via hand delivered or certified mail may terminate this Agreement. Independent Contractor shall be paid for satisfactory services provided up to the date of termination as reasonably determined by the Village.

If the Independent Contractor breaches this Agreement, then the Village reserves the right to set-off any claims it has against the Independent Contractor, and the Village shall not be deemed in default under this Agreement for doing so. In the event of breach by one party, the other party shall be permitted to seek all remedies available to it under the law and/or in equity.

4. COMPENSATION AND PAYMENT: The Village agrees that the Independent Contractor shall be entitled to compensation in the form of retention of select program/service/class/activity participant fees for performance on a per-program basis and not on any other basis. All applicable registration, activity and participant fees for each program/service/class/activity shall be approved by the Village of Royal Palm Beach via resolution of the Village Council, as amended from time to time. Compensation and participant fee allocations shall be as outlined in Exhibit “A” and shall be paid in accordance with the terms set forth in Exhibit “A”.

The Independent Contractor shall not engage in any activity that may result in additional cost to the Village. Any acts or omissions by the Independent Contractor while performing under this Agreement that create a real or perceived benefit to the Village but have not been accounted for within the Village’s cash management system in accordance with Exhibit “A” shall not entitle the Independent Contractor to any additional payment. Any and all liability, financial and otherwise, for such acts or omissions shall be at the sole risk of the Independent Contractor.

The obligations of the Village under this Agreement are subject to and contingent upon annual budgetary funding and appropriations by the Village Council of the Village of Royal Palm Beach.

5. EXPENSES: The Independent Contractor is responsible for all costs and expenses associated with performing the work and services under this Agreement except as specifically set forth in Exhibit “A”. The Village will not reimburse the Independent Contractor for any costs and expenses incurred by the Independent Contractor for program equipment and/or materials unless specifically set forth in Exhibit “A”. Reimbursement requests and approval will follow the Parks & Recreation Department’s Standard Operating Guidelines.

6. INDEPENDENT CONTRACTOR: The Parties agree and acknowledge that the Independent Contractor is an independent contractor and is not an employee or agent of the Village for any purpose. The programs/services/classes/activities are offered on an as-needed basis to the community at large and are not considered an integral part of the Village’s normal

government functions. The relationship between the Village and the Independent Contractor is dependent on the programs/services/classes/activities offered by the Village at any given time and may be short-term or limited. It is understood and agreed that nothing contained in this Agreement shall be deemed or construed as creating any other business or employment relationship, partnership, joint venture, or other contractual relationship between the Independent Contractor and the Village.

Neither the Independent Contractor nor any agent, staff member, employee or substitute of the Independent Contractor shall be entitled to any benefits accorded Village employees by virtue of the services provided under this Agreement. The Village shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, or otherwise assuming the duties of an employer with respect to the Independent Contractor, or with respect to any agent, staff member, employee or substitute of the Independent Contractor.

7. **NON-EXCLUSIVE RELATIONSHIP:** Nothing contained herein shall be construed or interpreted in such a manner as to obligate the Village to use the Independent Contractor for the provision of any program/service/class/activity. This Agreement is not an exclusive contract between the Village and the Independent Contractor. The Independent Contractor is free to perform the above-described services for any other person or business, so long as this does not interfere with the Independent Contractor's satisfactory performance of services for the Village under this Agreement, and there are no actual or perceived conflicts of interest.

8. **MANNER OF PERFORMANCE:**

a. The Independent Contractor warrants that they are fully skilled and experienced to conduct or teach the program/service/class/activity, and the Village shall rely upon them to perform the expected program/service/class/activity lawfully and in a manner consistent with high professional standards and ethical conduct. The Independent Contractor shall possess all licenses, certifications, permits, and other approvals legally required to conduct or teach the programs/services/classes/activities outlined herein (see Exhibit "B").

b. The Independent Contractor is responsible for the satisfactory performance of the program/service/class/activity.

c. The Independent Contractor shall perform the

program/service/class/activity without any additional training, direction, supervision, or control on the Village's part, except that the Village retains the right to specify from time to time the results to be achieved. The Village also retains the right to confirm that the expected standards are met and results achieved, as well as to call to the Independent Contractor's attention and to direct correction of any deviation from the expected standards or results.

d. The Village may approve or disapprove the quality of the program/service/class/activity provided by the Independent Contractor at its sole discretion.

e. No person other than the Independent Contractor or a qualified employee, staff, agent, or substitute of the Independent Contractor shall be engaged to conduct or teach the program/service/class/activity provided for in this Agreement. The Village reserves the right, at its sole discretion, to reject a replacement or substitute.

f. All schedule changes, additions or deletions of program/service/class/activity require prior written approval of the Village in the manner prescribed by Paragraph 1 above.

g. No alterations may be made to any Village-owned facility without the prior express written consent of the Village.

9. VILLAGE RESPONSIBILITIES: The Village shall:

a. Provide to the Independent Contractor the nonexclusive use of a designated area in which the Independent Contractor may perform the program/service/class/activity which is the subject of this Agreement. The Village reserves the right to relocate this area to another location at anytime, for any reason, at the Village's sole discretion. The Village shall only be responsible for providing the equipment and/or materials that are specifically listed in Exhibit "A" as the Village's responsibility for the subject program/service/class/activity.

b. Provide all utilities along with general custodial care which will take place on a daily basis when programs/services/classes/activities are not in session.

c. Copier access may be made available to the Independent Contractor for copies pertinent to the program/service/class/activity.

d. Ensure that the facilities/activity sites are safe, and the equipment and/or supplies provided by the Parks and Recreation Department are in proper working order.

e. Publicize the program/service/class/activity through the Village's website, brochures, fliers, press releases and Village informational signs.

f. The Village's representative for this Agreement is the Director of Parks & Recreation, or designee, who can be reached as (561) 790-5124.

10. INDEPENDENT CONTRACTOR RESPONSIBILITIES: The Independent Contractor shall:

a. Perform the program/service/class/activity set forth herein in accordance with all applicable association/governing body rules and regulations, and in a competent, professional, safe, and responsible manner, with full regard for the safety of the participants as well as for the care and safety of the facility/activity site.

b. Provide and maintain, in proper working order, all equipment and materials necessary to conduct the subject program/service/class/activity with the exception of those items specifically listed as the Village's responsibility in Exhibit "A".

c. Conduct registration process for any and all program/service/class/activity offered, including collection of all Village-required documents, and process program/service/class/activity transfers or refunds for any and all programs/services/classes/activities and registrants.

d. Collect all fees and charges from participants enrolled in the program/service/class/activity and remit required allocations to the Village in accordance with Paragraph 1 above and Exhibit "A".

e. Provide program/service/class/activity rosters to the Village for all program/service/class/activity offered.

f. Inspect the facility/activity site prior to beginning each program/service/class/activity in accordance with the Village's safety standards. Should a safety condition exist at a facility/activity site, the Independent Contractor shall report the unsafe condition immediately to the Village representative and postpone the program/service/class/activity until the condition is addressed. Inspect the facility/activity site after the program/service/class/activity is concluded to assure that the facility/activity site is left in the condition in which it was found.

g. Recommend and support the marketing of the program/service/class/activity outlined in this Agreement, but refrain from engaging in marketing activities that are not under the direction of the Village.

h. Utilize their own methods and procedures toward a result which shall be in accordance with the purposes, intent, and objectives of the Village, this Agreement, and Exhibit “A” in providing such program/service/class/activity.

i. Provide the Village representative with at least five (5) business days’ notice of all schedule conflicts and immediately notify the Village of any unanticipated absences, such as personal/family illnesses.

j. Notify all registered participants of any schedule change at least 72 hours in advance of such change.

k. Comply with all applicable laws, rules, codes, ordinances, guidelines, directives, and regulations, including, but not limited to, anti-discrimination, Americans with Disabilities Act (“ADA”), and Health Insurance Portability and Accountability Act (“HIPAA”) of 1996 provisions and any other such laws as amended from time to time.

l. Respond within five (5) business days to any Village inquiry, including business practice questions, costs of doing business, and instructor qualifications, and submit any supporting documentation and information requested.

m. Perform the program/service/class/activity with the standard of care applicable to the age and level of the participants. Ensure that the minimum ratios of employees, agents, staff or substitutes of Independent Contractor to participants do not fall below the criteria set by the Village and comply with all requirements of this Agreement. Ensure that the participants who are minors remain in the Independent Contractor’s control until released to a guardian.

n. Ensure duties and/or activities are not placed on staff to conduct additional tasks other than what is outlined in this Agreement, unless it is an emergency.

o. Only allow individuals who have completed the registration process and have paid the required program/service/class/activity fee to participate in any program/service/class/activity or a portion of the program/service/class/activity.

p. Monitor and record attendance of all participants for every program/service/class/activity and provide the Village with attendance records.

q. The Independent Contractor must attend any mandatory meeting called by the Village. The Independent Contractor is encouraged to attend any informational meetings that the Parks & Recreation Department holds. The Village will not pay any type of compensation for attendance at either type of meeting.

r. The Independent Contractor must disclose any additional fees or charges, other than the program/service/class/activity fee, that is presented to or required from participants in the program/service/class/activity. Such disclosure shall demonstrate that the proposed fees and charges are limited to the actual cost of such program/service/class/activity or items.

11. TAXES:

a. The Independent Contractor is solely responsible for the reporting and payment of all pertinent federal, state, or local self-employment or income taxes, licensing fees, or any other taxes or assessments levied by governmental authorities on any earnings made as a result of the Independent Contractor's independent contractor relationship with the Village.

b. The Independent Contractor agrees to hold the Village harmless for the payment of any and all pertinent federal, state, or local self-employment or income taxes, or other assessments levied by governmental authorities on any earnings made as a result of the Independent Contractor's independent contractor relationship with the Village.

c. In the event 1) that any state or federal governmental agency or court determines that the relationship between the Village and the Independent Contractor is one of employment rather than that of an independent contractor, and 2) as a result of that determination, the Village is required to pay social security or unemployment compensation taxes, or any penalty associated with the Independent Contractor's provision of work or services associated with this Agreement for any period of time prior to that determination, the Independent Contractor agrees to reimburse the Village to the extent of any refund received by the Independent Contractor of taxes previously paid by the Independent Contractor as a result of that determination.

12. INSURANCE: The Village is not liable for or responsible for the provision of Workers' Compensation or Unemployment Compensation Insurance for the benefit of the Independent Contractor or any of the Independent Contractor's staff, employees, agents, or substitutes, if any. The Independent Contractor understands and agrees that the Village has not represented nor does it imply in any manner that the Independent Contractor or the Independent Contractor's agents, substitutes, employees and staff performing the program/service/class/activity as outlined in this Agreement is/are covered in any manner by the Village's Insurance Umbrella Policy or any other Village Insurance Policy.

The Independent Contractor shall provide proof of Workers' Compensation and Employer's Liability Insurance and General Liability Insurance in such amounts as set forth below

and shall name the Village as an “additional insured” on the liability portion of the insurance policy on a primary and non-contributory basis. Required policies and coverage limits are as follows:

- Commercial General Liability: Minimum limit of \$500,000 per occurrence. Coverage must include bodily injury, property damage, and personal injury.
- Workers’ Compensation and Employer’s Liability: Independent Contractors with employees must provide statutory Workers’ Compensation coverage and a minimum limit \$500,000 for Employer’s Liability. Sole proprietors or independent contractors with no employees may provide a State of Florida Workers’ Compensation Exemption Certificate to the Village in lieu of the preceding coverage.

Unless otherwise prohibited by law, all involved policies must be endorsed so that thirty (30) days written notification for any reason (other than non-payment of premium) and any material change(s) in coverage shall be provided to the Village. All involved policies must be endorsed so that ten (10) days written notification of cancellation due to non-payment of premium shall be provided to the Village. A copy of the Village-approved Certificate of Insurance shall be attached hereto and incorporated by reference as Exhibit “D”. The Independent Contractor shall be solely responsible for keeping required Certificates of Insurance current with the Village.

13. INDEMNIFICATION:

a. The Independent Contractor understands and agrees that, with regard to the Independent Contractor’s performance of any and all programs/services/classes/activities pursuant to this Agreement, the Independent Contractor assumes full responsibility for its compliance with all federal, state, and local laws, rules, regulations, ordinances, directives, and guidelines, or any other laws which may govern or regulate such programs/services/classes/activities, the Independent Contractor’s status as a provider of such programs/services/classes/activities, and the Independent Contractor’s employment relationship with others.

b. The Independent Contractor agrees, to the fullest extent permitted by law, to indemnify, save, hold harmless, and defend the Village, its officials, representatives, agents, servants, and employees from and against any and all claims, suits, demands, liabilities, losses, and/or causes of action, including all attorney’s fees and court costs, including appeals, which may arise from any and all negligent acts, gross negligent acts, intentional, willful or wanton conduct, or omissions of the Independent Contractor or the Independent Contractor’s agents, employees, staff or substitutes during the performance of the Contractor’s services under this Agreement. The

Village agrees, to the fullest extent permitted by law, to indemnify, save, hold harmless, and defend the Independent Contractor, its officials, representatives, agents, servants, and employees from and against any and all claims, suits, demands, liabilities, losses, and/or causes of action, including all attorney's fees and court costs, including appeals, which may arise from any and all negligent acts, gross negligent acts, intentional, willful or wanton conduct, or omissions of the Village or the Village's agents, employees, staff or substitutes during the performance of the Independent Contractor's services under this Agreement. Nothing contained in this Agreement or this Section shall be deemed a waiver of the Village's sovereign immunity as set forth in Section 768.28, *Florida Statutes*. This indemnification provision shall survive the termination or expiration of this Agreement.

14. BACKGROUND INVESTIGATION:

a. The Independent Contractor warrants and represents that he/she/they, and any of the Independent Contractor's agents, substitutes, employees and staff, have not previously been accused of, charged with, or convicted of any crimes or offenses involving sexual misconduct or improprieties, or other offenses involving other immoral or indecent behavior, either in connection with work or off duty.

b. The Independent Contractor hereby consents to the Independent Contractor conducting a criminal background check on all Independent Contractor's agents, substitutes, employees and staff by obtaining an investigative criminal background report. The Independent Contractor further understands and agrees that the Village may perform criminal background checks on the Independent Contractor's agents, substitutes, employees and staff at any time and at the Village's discretion. The Independent Contractor further understands and agrees that the processing fee(s) for the investigative criminal background report(s) and all criminal background checks shall be the sole responsibility of the Independent Contractor.

c. Before this Agreement shall become effective and the Independent Contractor shall be permitted to instruct any program/service/class/activity/event within the Village, the Independent Contractor shall provide written confirmation to the Village that the Independent Contractor and the Independent Contractor's agents, substitutes, employees and staff's criminal background checks and reference information have been approved and that the Independent Contractor and the Independent Contractor's agents, substitutes, employees and staff have been cleared to commence the program/service/class/activity/event. Such written

confirmation shall be in the form of the Background Screening Verification Affidavit attached hereto as Exhibit “E” and incorporated herein by reference as part of this Agreement

15. SUBCONTRACTING: The Village reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractor to ensure that the selected subcontractor will be able to perform properly under this Agreement. If a subcontractor fails to perform or make progress, as required by this Agreement, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the Independent Contractor shall promptly do so, subject to acceptance of the new subcontractor by the Village.

16. PUBLIC ENTITIES CRIMES ACT: As provided in Sections 287.132-133, *Florida Statutes*, by entering into this Agreement or performing any work in furtherance hereof, the Independent 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 thirty-six (36) months immediately preceding the date hereof. This notice is required by Section 287.133(3) (a), *Florida Statutes*.

17. DISCRIMINATORY VENDORS: In accordance with Section 287.134, *Florida Statutes*, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity. By entering into this Agreement or performing any work in furtherance hereof, the Independent Contractor certifies that it, its affiliates, suppliers, subcontractors, and consultants who will perform hereunder, have not been placed on the discriminatory vendor lists maintained by the State of Florida Department of Management Services.

18. INSPECTOR GENERAL: Pursuant to Sections 2-421—2-432 of the Palm Beach County Code of Ordinances, the Office of the Inspector General has jurisdiction to investigate municipal matters, review and audit municipal contracts and other transactions, and make reports and recommendations to municipal governing bodies based on such audits, reviews, or investigations. All parties doing business with the Village shall fully cooperate with the

Inspector General in the exercise of the Inspector General's functions, authority, and power. The Inspector General has the power to take sworn statements, require the production of records, and to audit, monitor, investigate and inspect the activities of the Village, as well as contractors and lobbyists of the Village in order to detect, deter, prevent, and eradicate fraud, waste, mismanagement, misconduct, and abuses.

19. E-VERIFY ELIGIBILITY: The Independent Contractor warrants and represents that it is in compliance with Section 448.095, *Florida Statutes*, as may be amended. Beginning July 1, 2023, the Independent Contractor shall: (1) register with and use the E-Verify System (E-Verify.gov) to electronically verify the employment eligibility of all newly hired workers; and (2) verify that all of the Independent Contractor's subconsultants performing the duties and obligations of this Agreement, and who have at least twenty-five (25) employees, are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers. The Independent Contractor shall obtain from each of its subconsultants an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an Unauthorized alien, as that term is defined in Section 448.095(1)(f), *Florida Statutes*, as may be amended. The Independent Contractor shall maintain a copy of any such affidavit from a subconsultant 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. The Village shall terminate this Agreement if it has a good faith belief that the Independent Contractor has knowingly violated Section 448.09(1), *Florida Statutes*, as may be amended. If the Independent Contractor has a good faith belief that the Independent Contractor's subconsultant has knowingly violated Section 448.09(1), *Florida Statutes*, as may be amended, the Village shall notify the Independent Contractor to terminate its contract with the subconsultant and the Independent Contractor shall immediately terminate its contract with the subconsultant. In the event of such contract termination, the Independent Contractor shall be liable for any additional costs incurred by the Village as a result of the termination.

20. SCRUTINIZED COMPANIES: For Contracts under \$1M, the Independent Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, *Florida Statutes*, and that it is not engaged in a boycott of Israel. The Village may terminate this Agreement at the Village's option if the Independent Contractor is found to have submitted a false certification as provided under Section 287.135(5), *Florida*

Statutes, if the Independent Contractor has been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, *Florida Statutes*, or if Independent Contractor is engaged in a boycott of Israel. For Contracts over \$1M, the Independent Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, *Florida Statutes*. The Independent Contractor further certifies that it is not engaged in a boycott of Israel, and that it does not have business operations in Cuba or Syria, as similarly provided in Section 287.135, *Florida Statutes*. The Village may terminate this Agreement at the Village's option if the Independent Contractor is found to have submitted a false certification as provided under Section 287.135(5), *Florida Statutes* or if the Independent Contractor has been placed on one of the aforementioned lists created pursuant to Section 215.4725, *Florida Statutes*. Additionally, the Village may terminate this Agreement at the Village's option if the Independent Contractor is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, *Florida Statutes*.

21. NON-DISCRIMINATION: In connection with the performance of the Scope of Services in this Agreement, the Independent Contractor shall not exclude from participation in, deny the benefits or, or subject to discrimination anyone on the grounds of race, color, national origin, ancestry, creed, sex, age, disability, religion, income, family status or the presence of any physical or sensor handicap.

22. ATTORNEY'S FEES: In the event a dispute arises concerning this Agreement, the prevailing party shall be awarded attorney's fees, including fees on appeal.

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

24. CHOICE OF LAW; VENUE: This Agreement shall be governed and construed in accordance with the laws of the State of Florida, and venue shall be in Palm Beach County should any dispute arise with regard to this Agreement.

25. PUBLIC RECORDS: In accordance with Section 119.0701, *Florida Statutes*, the Independent Contractor must keep and maintain this Agreement and any other records associated therewith and that are associated with the performance of the work described in Scope of Services. Upon request from the Village's custodian of public records, the Independent Contractor must provide the Village with copies of requested records, or allow such records to be inspected or copied, within a reasonable time in accordance with access and cost requirements of Chapter 119, *Florida Statutes*. An Independent Contractor who fails to provide the public records to the Village, or fails to make them available for inspection or copying, within a reasonable time may be subject to attorney's fees and costs pursuant to Section 119.0701, *Florida Statutes*, and other penalties under Section 119.10, *Florida Statutes*. Further, the Independent Contractor shall ensure that any exempt or confidential records associated with this Agreement or associated with the provision of services contemplated herein are not disclosed except as authorized by law for the duration of the Agreement term, and following completion of the Agreement if the Independent Contractor does not transfer the records to the Village. Finally, upon completion of the Agreement, the Independent Contractor shall transfer, at no cost to the Village, all public records in possession of the Independent Contractor, or keep and maintain public records required by the Village. If the Independent Contractor transfers all public records to the Village upon completion of the Agreement, the Independent Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Independent Contractor keeps and maintains public records upon completion of the Agreement, the Independent Contractor shall meet all applicable requirements for retaining public records. Records that are stored electronically must be provided to the Village, upon request from the Village's custodian of public records, in a format that is compatible with the Village's information technology systems.

IF THE INDEPENDENT CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE INDEPENDENT CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE VILLAGE CLERK, RECORDS CUSTODIAN FOR THE VILLAGE, AT (561) 790-5100, OR AT DDiSanto@royalpalmbeachfl.gov, OR AT 1050 ROYAL PALM BEACH BOULEVARD, ROYAL PALM BEACH, FLORIDA

33411.

26. HEADINGS: The headings contained in this Agreement are provided for convenience only and shall not be considered in construing, interpreting or enforcing this Agreement.

27. CONSTRUCTION AND SEVERABILITY: The Village and the Independent Contractor agree that this Agreement shall be construed as if the Parties jointly prepared it so that any uncertainty or ambiguity shall not be interpreted against any one party and in favor of the other. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability or any other provision of this Agreement and this Agreement shall be construed and enforced in all respects as if the invalid or unenforceable provision is not contained herein.

28. WAIVER: No waiver by the Village of any provision of this Agreement shall be deemed to be a waiver of any other provisions hereof or of any subsequent breach by the Independent Contractor of the same, or any other provision or the enforcement hereof. The Village's consent to or approval of any act requiring the Village's consent or approval of any act by the Independent Contractor shall not be deemed to render unnecessary the obtaining of the Village's consent to or approval of any subsequent consent or approval of, whether or not similar to the act so consented or approved.

29. SURVIVAL: Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Agreement shall survive.

30. AUTHORITY TO OBLIGATE: Each person signing this agreement on behalf of either Party individually warrants that he or she has the full legal power to execute this agreement on behalf of the Party for whom he or she is signing and bind and obligate such party with respect to all provisions contained in this Agreement.

31. SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the Independent Contractor and its partners, successors, executors, administrators, assigns, and legal representatives. The Independent Contractor shall not assign this Agreement without the prior written approval of the Village.

32. OWNERSHIP OF DOCUMENTS: Any and all documents, records, disks, original drawings, or other information generated by the Independent Contractor for the provision

of services under this Agreement shall become the property of the Village for its use and/or distribution as may be deemed appropriate by the Village. However, any re-use of such documents by the Village, for other than the specific purpose intended, without written verification and adaptation by the Independent Contractor for such specific purpose will be at the sole risk of the Village and without liability or legal exposure to the Independent Contractor.

33. ENTIRE AGREEMENT: This seventeen (17) page Agreement, including any exhibits or addenda attached thereto supersedes any and all agreements, either oral or written, between the Parties with respect to the rendering of services by the Independent Contractor for the Village, and contains the entire understanding with respect to the rendering of such services. No other statements, promises, representations, or agreements, whether oral or written, which are not contained in this Agreement, are valid or binding or have any effect on this Agreement. No modification shall be made to this Agreement unless such modification is in writing, agreed to by both Parties and attached hereto as an addendum to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

{Remainder of Page Intentionally Blank}

WITNESSES:

**EARLY CHILDHOOD ADVENTURES,
LLC**

By: Angela R. Rinehart, Managing Member

(Corporate Seal)

VILLAGE OF ROYAL PALM BEACH

ATTEST:

By: Raymond C. Liggins, Village Manager

Diane DiSanto, MMC
Village Clerk

(Seal)

Exhibit "A"
Scope of Services

Independent Contractor shall provide programs/services/classes/activities as follows:

1. Location

The Village determines the site of the designated programs/services/classes/activities is at the Village of Royal Palm Beach Recreation Center (Classrooms #179, #180, #181 and the adjacent storage rooms, corridors, bathrooms, and offices located in the north wing) located at 100 Sweet Bay Lane, Royal Palm Beach, FL 33411.

Independent Contractor shall have first-priority use of the three (3) classrooms (#179, #180, #181) and the adjacent storage rooms, corridors, bathrooms, and offices located in the north wing of the Recreation Center. When not in use by the Independent Contractor, the Village retains the right to use the above spaces as a second priority user with notice to the Independent Contractor.

2. Communication

A. The Independent Contractor agrees to provide to the Village a working e-mail address and phone number, since the majority of the communication will be generated via electronic e-mail.

B. The Independent Contractor agrees at the mid-way point of each programming cycle to meet with the Parks & Recreation Director, or Designee, to provide program updates. The update discussion will be a mandatory requirement for each program/class cycle as required by Paragraph 10(q) of the Agreement.

3. Scheduling

These programs/services/classes/activities will begin on or after December 1, 2025 and will continue as mutually agreed by the Parties. The programs/services/classes/activities for 2025/26 will be provided as follows:

Part Time Preschool: Students will be introduced to a classroom setting. They will listen to stories, play at Centers, eat lunch, visit the playground and learn early literacy and math skills.

Ages: 3-5 years old

Days: Mondays and Fridays (Follows PBC school year calendar)

Time: 9:00 a.m.-1:00 p.m.

Location: Recreation Center

Registration Fee: \$250.00 (for the school year)

Resident Rate: \$400.00 per month

Non-Resident Rate: \$425.00 per month

VPK - Florida's Voluntary Pre-Kindergarten: Students will follow the Florida State Standards for 4 year olds as well as take the State Required Testing. Students will have instruction in Reading, Writing, Math, Science and Social Studies. They will play at Centers, eat lunch, visit the playground.

Ages: 4-5 years old

Days: Tuesdays, Wednesdays, Thursdays (Follows PBC school year calendar)

Time: 8:30 a.m.-1:30 p.m.

Location: Recreation Center

Registration Fee: \$250.00 (optional for the school year)

Resident Rate: \$348.60 per month

Non-Resident Rate: \$348.60 per month

Homeschool Drop Off classes for Elementary Students: Students will have instruction in Reading, Math, Science, Social Studies and Handwriting. Students will work in Small Groups, at Centers, eat lunch and visit the playground.

Ages: Kindergarten-5th grade

Days: Tuesdays, Wednesdays, Thursdays (Currently offered during school year)

Time: 9:00 a.m.-1:30 p.m.

Location: Recreation Center

Registration Fee: \$250.00 (for the school year)

Resident Rate: \$650.00 per month

Non-Resident Rate: \$675.00 per month

Date Night Drop Off: Students will play at Centers, visit the playground, eat dinner, watch a movie and make a craft.

Ages: 3 years old- 5th grade

Days: 1st Friday of every month (Currently offered during school year)

Time: 5:30 p.m.-8:30 p.m.

Location: Recreation Center

Registration Fee: \$0.00 (for the school year)

Resident Rate: \$30.00 per month

Non-Resident Rate: \$40.00 per month

Camp Days: Students will play at Centers, make a craft that is representing the Holiday that month, visit the playground, eat lunch and listen to a Story.

Ages: 3-6 years old

Days: 1st Monday of every month (Currently offered during school year)

Time: 9:00 a.m.-1:00 p.m.

Location: Recreation Center

Registration Fee: \$0.00 (for the school year)

Resident Rate: \$40.00 per month

Non-Resident Rate: \$50.00 per month

Preschool Summer Camp: Students will be introduced to a classroom setting. They will listen to stories, play at Centers, eat lunch, visit the playground and learn early literacy and math skills.

Ages: 3-5 years old

Days: Mondays, Wednesdays, Fridays (Currently offered during school year-summer break)

Time: 9:00 a.m.-1:00 p.m.

Location: Recreation Center

Registration Fee: \$0.00 (for the school year)

Resident Rate: \$575.00 per month

Non-Resident Rate: \$600.00 per month

Kindergarten Bootcamp: This class is for students going into Kindergarten in the Fall. The students will be introduced to proper Kindergarten expectations and work on their independence. They will have small group instruction, and seat work. They will have homework, eat lunch and visit the playground.

Ages: 5-6 years old

Days: Tuesdays, Thursdays (Currently offered during school year-summer break)

Time: 9:00 a.m.- 1:00 p.m.

Location: Recreation Center

Registration Fee: \$0.00 (for the school year)

Resident Rate: \$385.00 per month

Non-Resident Rate: \$410.00 per month

Village of Royal Palm Beach and Palm Beach County School District holidays shall be observed for all offered programs/services/classes/activities.

THE ANNUAL PROGRAM LIST IS WHAT IS TYPICALLY OFFERED.

CLASSES MAY BE ADDED AS THEY ARE REQUESTED AND/OR CREATED.

4. Compensation

The Independent Contractor agrees to collect all registration and participation fee and remit payment to the Village on a monthly basis as follows:

- **Resident Fees:**
 - **VPK:** Independent Contractor shall retail eighty percent (80%) of the total Village of Royal Palm Beach Resident participants' fees (fees and rate) collected for VPK provided. This amount will be calculated to include in such total amount any discounts offered by the Village based on the Royal Palm Beach Resident Rate. Independent Contractor shall remit to the Village twenty percent (20%) of the total Village of Royal Palm Beach Resident participants' fees (fees and rate) collected for the programs/services/classes/activities provided.
 - **All Others:** Independent Contractor shall retail seventy percent (70%) of the total Village of Royal Palm Beach Resident participants' fees (fees and rate) collected for the programs/services/classes/activities provided. This amount will be calculated to include in such total amount any discounts offered by the Village based on the Royal Palm Beach Resident Rate. Independent Contractor shall remit to the Village thirty percent (30%) of the total Village of Royal Palm Beach Resident participants' fees (fees and rate) collected for the programs/services/classes/activities provided.

- Non-Resident Fees: Independent Contractor shall remit to the Village one hundred (100%) of the total Village of Royal Palm Beach Non-Resident participants' fees (fees and rate) collected for the programs/services/classes/activities provided.

Payments to the Village shall be made on a monthly basis and will include rosters with names and addresses of all participants. All payments are due to the Village on the final business day of each month.

5. Other

No equipment/material to be provided or permissible expenses at this time.

Exhibit "B"

Independent Contractor's Certifications, Licenses, & Memberships

CERTIFICATE




National Institute of Child Care Management

certifies that

Angie Rinehart

Has completed N.I.C.C.M.'s National Administrative Credential program,
including the Texas Director's Credential Program
has passed the written examination and praxis, has demonstrated an
understanding of child care management practices, and is hereby awarded

 **'s N. A. C. @**

Contact hours awarded – 45
Continuing Education Units – 4.5

Bradley Smith

Bradley Smith, Executive Director

July 28th, 2024

Dated

July 28th, 2026

Expires

National Institute of Child Care Management, 14422 Shoreside Way, Suite 110-510, Winter Garden, FL 34787, (602) 476-1422, E-mail: NICCM@HandPrint.org

Florida Department of Children and Families Child Care Services
certifies that

Angie Rinehart

has successfully met all requirements for the
**Florida Child Care and Education Program
Director Credential**

**Level I
Renewal**

Active Date:
01/28/2025

VPK Endorsed

Inactive Date:
01/28/2030

Certificate No:
9233953




Director
Office of Child Care Regulation

Exhibit "C"
Amendment to Scope of Services Form

Date of Request: _____ Person Requesting: _____

Reason for Request: _____

The Scope of Services set forth in Exhibit "A" is hereby revised as follows: [Insert Name of New Class/Program/Activity] and required information below (e.g., name, description, dates and times, applicable fees) in the spaces below]

Start Date of New Service: _____ End Date of New Service: _____

-----**FOR OFFICIAL STAFF USE ONLY BELOW**-----

Date of Village Review: _____

Parks & Recreation Director Reviewing Request: _____

[] Request Approved

[] Request Denied

Comment(s):

Exhibit "D"
Independent Contractor's Certificates of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/5/2025

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 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 Keyes Coverage Insurance 5900 Hiatus Road Tamarac FL 33321	CONTACT NAME: Cheryl Lojewski	FAX (A/C, No): 954-724-7024	
	PHONE (A/C, No, Ext): 954-724-7000	E-MAIL ADDRESS: info@keyescorverage.com	
INSURED 27936 EARLY CHILDHOOD ADVENTURES LLC 138 GALIANO STREET Royal Palm Beach FL 33411	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: StarStone Specialty Ins Company		
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER: 289631183

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y	CB100232167P-03	2/12/2025	2/12/2026	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COM/OP AGG	\$ INCL
							\$
						COMBINED SINGLE LIMIT (Ea accident)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
							\$
	UMBRELLA LIAB					EACH OCCURRENCE	\$
	EXCESS LIAB					AGGREGATE	\$
							\$
	DED	RETENTION \$				PER STATUTE	OTH-ER
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$

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

Additional Insured:
VILLAGE OF ROYAL PALM BEACH
1050 ROYAL PALM BEACH BLVD
ROYAL PALM BEACH, FL 33411

CERTIFICATE HOLDER

CANCELLATION 30 days 10 for non pay

VILLAGE OF ROYAL PALM BEACH 1050 ROYAL PALM BEACH BLVD ROYAL PALM BEACH FL 33411	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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Exhibit “E”

I, Angela R. Rinehart, Managing Member of Early Childhood Adventures, LLC, as Affiant, acknowledge the responsibility to conduct background screening in accordance with Florida Law and the Village of Royal Palm Beach's background screening requirements as set forth in Paragraph 14 of the Agreement. I further understand that no person(s) other than those who have successfully passed all aspects of the background screening process will be permitted to act on behalf of, or in any official capacity with, Early Childhood Adventures, LLC while utilizing Village of Royal Palm Beach facilities.

I hereby verify that this Background Screening Affidavit contains a list of names that provides all active staff and volunteers that will or may use Village of Royal Palm Beach facilities, that the included list provides only those names that have successfully passed the background screening process as described in Paragraph 14 of the Agreement and that the included list of approved names is accurate and complete the best of my knowledge. I further understand that I must keep the Background Screening Verification Affidavit up to date and provide the Village of Royal Palm Beach with the names of any further staff or volutes that utilize Village of Royal Palm Beach facilities.

Staff/Volunteer Name	Birthdate	Date Eligibility Confirmed

(Use separate sheet(s) of paper for additional names if necessary.)

Affiant Signature

Date: _____

Print Name _____

STATE OF FLORIDA COUNTY
OF PALM BEACH

Sworn to (or affirmed) and subscribed before me by means of [] physical presence or [] online notarization, this _____ day of _____, 2025, by _____
(name of Affiant).

Signature of Notary Public

(Seal)

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____