

AGREEMENT FOR RECREATIONAL/INSTRUCTIONAL SERVICES BETWEEN CITY  
OF MARGATE AND \_\_\_\_\_

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2026,  
by and between the City of Margate, a municipal corporation of the State of Florida,  
("City"), and \_\_\_\_\_, a Florida \_\_\_\_\_ ("Contractor").

RECITALS:

WHEREAS, the City desires to make recreational/instructional Services available  
its residents and non-residents; and

WHEREAS, the Contractor provides recreational services as more fully described  
in the proposal provided by Contractor, which is attached hereto as Exhibit "A," and  
incorporated herein by reference (the "Services").

NOW, THEREFORE, in consideration of the mutual terms and conditions,  
promises, covenants, and payments, hereinafter set forth, CITY and CONTRACTOR  
hereby agree as follows:

ARTICLE 1  
SCOPE OF SERVICES

1.1 The CONTRACTOR agrees to:

- a. Furnish the Services as more fully described in Exhibit "A," which is attached  
hereto and incorporated herein by reference.
- b. Conduct the Services as more specifically set forth in Exhibit "A," which is  
incorporated herein by reference. Such Services shall be provided during the  
term of this Agreement as set forth in Article 3 below.
- c. Conduct the Services a careful and responsible manner with due regard for the  
safety of the participants and others.
- d. Be solely responsible, at its expense, for obtaining needed supplies, which are  
not available from the City's Parks and Recreation Department.
- e. Be solely responsible for securing the services of and compensating such  
assistants or other such personnel, as may be required to adequately and safely  
perform the recreational or instructional services herein provided.
- f. Keep the playing areas and facilities clean and litter free.
- g. Check all equipment for proper installation prior to the start of any activity.  
Contractor is to notify the City upon the discovery of any irregularities and  
suspend all activities immediately. The City will not be responsible for any  
equipment installed or moved by any person not employed by the City.

- h. Provide advertisement material to the City no less than 14 days prior to the commencement of the class. Any documents, marketing materials, including, but not limited to flyers, banners, and on-line advertisements created by the Contractor shall be submitted to the City Manager prior to posting or distribution.
  - i. Sign participants into the class using the provided roster.
  - j. Provide such Services at the rates outline in the attached Exhibit "A."
  - k. Contractor is to notify the City immediately of any unusual incidents, accidents or occurrences that could present a safety concern to the general public.

1.2 The CITY agrees to:

- a. Coordinate registration for the classes to be provided by Contractor either in-person at one of the City's locations, or online through CivicRec.
- b. Provide a clean and usable area for the Contractor's class or activity.
- c. Provide the Contractor with an attendance sheet/roster prior to each class.
- d. Provide a staff member to take in-person registration the day of the class or activity at one of the City's locations.
- e. Perform background checks on all instructors and assistants, as may be necessary, or legally required.
- f. Initiate a program evaluation at the completion of the class or activity, or every three (3) months for classes or activities that last for longer periods of time.
- g. Advertise classes/activities through available platforms, including, but not limited to:
  - City of Margate website
  - City of Margate Facebook page
  - Announcement of program in City of Margate monthly newsletters
  - Display and hand out of flyers in City of Margate facilities
- h. Provide authorization for Contractor to utilize the City logo/seal for marketing materials, subject to the City's prior approval.

ARTICLE 2  
COMPENSATION

2.1 Contractor's total compensation for the Services shall be 75% of all fees collected at the rates set forth in Exhibit "A", with the City retaining 25% of all fees collected at said rates. The fee schedule may not be changed without the City's prior written consent.

- 2.2 It is hereby understood that if Contractor desires to conduct any services or activities not identified in Exhibit "A," that the Contractor will need to enter into a separate agreement with the City.
- 2.3 Contractor shall be responsible for all costs and expenses for said additional activities along with the registration process. The parties agree that if any activities beyond the regular classes (collectively, the "additional services") are hosted at a City facility, then revenue received for the additional services shall be as follows: 75% to the Contractor and 25% of the revenue collected to the City. Contractor shall provide all documentation substantiating the revenue, inclusive of a list of participants. Contractor shall remit payment to the City within ten (10) days after the additional service is held, via a cashier's check payable to the City of Margate, and delivered to \_\_\_\_\_, Margate, FL 33063.
- 2.4 All participant fee payments shall be collected through the City's CivicRec system and on the City provided roster. No fees shall be accepted by the Contractor. The City will collect all payments made for any services provided by Contractor at the facility, and after deducting the percentage to be kept by the City pursuant to this Agreement, the City shall remit the remainder to Contractor on a monthly basis for the previous months' registrations.
- 2.5 The payment to Contractor will be based upon the registered participants as of the first Monday of each month.

### ARTICLE 3 TERM OF AGREEMENT

The term of this Agreement shall commence on \_\_\_\_\_, 2026 shall expire on \_\_\_\_\_, 2026, unless terminated sooner as provided in Article 4, or renewed pursuant to the execution of an amendment to this Agreement signed by the City and the Contractor.

### ARTICLE 4 TERMINATION OF AGREEMENT

- 4.1 The City may terminate this Agreement at any time, with or without cause, immediately upon written notice from the City when the City determines it is in its best interests for the City.
- 4.2 Contractor may terminate this Agreement for convenience by giving to the City no less than thirty (30) days prior written notice, but must refund any unearned fees to program participants.

### ARTICLE 5 INDEPENDENT CONTRACTOR

Contractor is an independent contractor under this Agreement. Services provided by Contractor shall be by employees, agents, officials or subcontractors of Contractor and subject to supervision by Contractor, and not as officers, employees or agents of City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, worker's compensation and unemployment compensation coverage, travel, per diem policy, and purchasing policies under the Agreement shall be the sole responsibility of Contractor. Contractor will have no rights under the City's worker's compensation, insurance benefits or similar laws. The City shall neither have nor exercise any control or discretion over Contractor or the Contractor's employees, agents, officials or subcontractors. Contractor shall be responsible for establishing hours of instruction (in coordination with other activities of the City), and methods of rendering services.

#### ARTICLE 6 INDEMNIFICATION/HOLD HARMLESS CLAUSE

Contractor shall indemnify, defend and hold harmless City, its officials, agents, employees, and volunteers from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims for personal injury, bodily injury, sickness, diseases or death or damage or destruction of tangible property or loss of use resulting there from, arising out of any errors, omissions, misconduct or negligent acts of Contractor, its officials, agents, employees or subcontractors in the performance of the services of Contractor under this Agreement. Nothing in this Agreement shall be deemed or treated as a waiver by the City of any immunity to which it is entitled by law, including but not limited to the City's sovereign immunity as set forth in Section 768.28, Florida Statutes.

#### ARTICLE 7 FIRST AID TREATMENT INDEMNIFICATION

Contractor further releases the City, and its officers, agents, employees, servants, representatives, and volunteers from any and all suits, liability, claims or judgment of any kind, including attorneys' fees, and including without limitation, any claims by third parties, in any way concerning, relating to, arising out of, or in any manner connected with, any first aid treatment or lack thereof, or any services rendered or lack thereof, for injuries or illnesses, during participation in any activities, contemplated by this Agreement. In the event of any injury to a participant, the Contractor shall immediately report to the City any injury or accident. In case of a serious accident, injury, or illness, the Contractor shall call 911 immediately.

#### ARTICLE 8 INSURANCE

For programs which are active in nature, which shall be determined in the sole and exclusive discretion of the City, Contractor shall maintain liability insurance in an amount acceptable to the City's Risk Manager and naming the City of Margate as an additional insured.

The following are required types and minimum limits of insurance coverage, which the Contractor will be required to maintain during the term of this agreement. The policies must cover both the instructor and the participants.

<u>General Liability</u>	<u>Per Occurrence</u>	<u>Aggregate</u>
Comprehensive	\$1,000,000	\$2,000,000
Premises-Operations		
Contractual Liability		
Personal Injury		
Participant Liability		
Broad Form Property Damage		
Independent Contractors		
Cross Liability and Severability of Interest Clause		
 <u>Workers' Compensation</u>		
Statutory Amount		

The City reserves the right to require additional insurance coverage, including but not limited to improper sexual conduct and physical abuse liability coverage, and to adjust minimum insurance coverage requirements based on the programs and activities of Contractor. This Agreement shall not be deemed approved until the Contractor has obtained all insurance required under this section and has supplied the City with evidence of such coverage in the form of a Certificate of Insurance and endorsement. The City of Margate shall approve such certificates.

**ALL INSURANCE COMPANIES PROVIDED SHALL:** Be rated at least A VII per Best's Key Rating Guide; be licensed to do business in Florida. Contractor's liability insurance policies shall be endorsed to add the City of Margate as an additional insured. The Contractor's liability insurance shall be primary to any liability insurance policies carried by the City. The Contractor shall be responsible for all deductibles and self-insured retentions on their liability insurance policies.

All of the policies of insurance required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be cancelled, materially changed or renewal refused, until at least thirty (30) calendar days written notice has been given to the City by certified mail.

## ARTICLE 9 MISCELLANEOUS

- 9.1 Contractor shall, without additional expense to the City, be responsible for obtaining any necessary licenses and for complying with any applicable federal, state, county, and municipal laws, ordinances and regulations in connection with the performance of the services specified herein. Contractor shall take proper safety and health precautions, including the employment of needed assistance, to protect participants, the City, and the public property of others. Contractor shall be responsible for all services performed until completion of this Agreement.

- 9.2 The Contractor shall not alter, manipulate, adjust, or otherwise change any portion of the facility or surrounding City property for any reason.
- 9.3 The City shall have the sole right to ask members/participants to leave a facility/room/field.
- 9.4 The Contractor shall not promote any privately-owned business or studio in any City facility or solicit a participant in a City Parks and Recreation Department facility class for any privately-owned business or studio. It is further understood that such action(s) may result in immediate termination of the agreement and the forfeiture of all compensation due to the Contractor for the remaining term of the Agreement.
- 9.5 Prior to the execution of this Agreement, the Contractor shall furnish the City with a copy of a screening and background check, including a criminal background check for Contractor and Contractor's officials, agents, employees or subcontractors providing Services under this Agreement. The Contractor shall be responsible for updating the City in writing with any additions and deletions of the individuals authorized to provide Services under this Agreement. In the event that additional individuals are authorized to perform such services, the Contractor shall furnish the City with a copy of a screening and background check, including a criminal background check, prior to such individual commencing such Services. It shall be in the City's complete and sole discretion as to whether the type of check and the results are acceptable.
- 9.6 In the event of inclement weather or other unsatisfactory conditions, the Parks and Recreation Department shall notify Contractor as soon as possible. Any decision regarding activity conditions shall be made by the Parks and Recreation Director or designee and shall be final. In this case, the following person(s) will be notified:

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone No.: (\_\_\_\_) \_\_\_\_\_

- 9.7 Contractor shall give the City 24-hours' notice for make-up games/classes, and the CITY will provide a facility if conditions allow.

#### ARTICLE 10 AUDIT AND INSPECTION RIGHTS

- 10.1 The City may, at reasonable times, and for a period of up to three (3) years following the date of final performance of Services by Contractor under this Agreement, audit, or cause to be audited, those books and records of Contractor that are related to Contractor's performance under this Agreement. Contractor agrees to maintain all such books and records at its principal place of business for a period of three (3) years after final payment is made under this Agreement.

10.2 The City may, at reasonable times during the term hereof, inspect Contractor's facilities and perform such inspections, as the City deems reasonably necessary, to determine whether the services required to be provided by Contractor under this Agreement conform to the terms of this Agreement. Contractor shall make available to the City all reasonable facilities and assistance to facilitate the performance of inspections by the City's representatives.

#### ARTICLE 11 AMENDMENTS AND ASSIGNMENT

- 11.1 This Agreement constitutes the entire agreement between Contractor and City and all negotiations and oral understandings between the parties are merged herein. The terms and conditions set forth in this Agreement supersede any and all previous agreements, promises, negotiations or representations. Any other agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force and effect.
- 11.2 No modification, amendment or alteration of the terms and conditions contained shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.
- 11.3 Contractor shall not transfer or assign the performance of Services called for in the Agreement without the prior written consent of the City, which may be withheld or conditioned in the City's sole discretion.

#### ARTICLE 12 CONSENT TO JURISDICTION

The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of, or relating to, this agreement. Venue of any action to enforce this agreement shall be in Broward County, Florida. This agreement shall be construed in accordance with, and governed by, the laws of the State of Florida.

#### ARTICLE 13 NOTICES

Whenever either party desires to give notice to the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to wit:

FOR CONTRACTOR: \_\_\_\_\_ (Name)  
\_\_\_\_\_  
\_\_\_\_\_  
(Address)  
(Address)

FOR CITY: Cale Curtis, City Manager  
City of Margate  
5790 Margate Boulevard  
Margate, FL 33063

With A Copy to: David N. Tolces, Esquire  
City Attorney  
Weiss Serota Helfman Cole, & Bierman, PL.  
2255 Glades Road, Suite 200-E  
Boca Raton, FL 33431

#### ARTICLE 14 NON-DISCRIMINATION

Contractor represents and warrants to the City that Contractor does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Contractor's performance under this Agreement on account of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of services. Contractor further covenants that no otherwise qualified individual shall, solely by reason of his/her race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of services, be excluded from participation in, be denied services, or be subject to discrimination under any provision of this Agreement.

#### ARTICLE 15 PUBLIC RECORDS

15.1 The AGREEMENT and this Addendum shall be subject to Florida's Public Records Laws, Chapter 119, Florida Statutes. Contractor understands the broad nature of these laws and agrees to comply with Florida's public records laws and laws relating to records retention. In compliance with section 119.0701, Florida Statutes, Contractor agrees to:

- a. Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this Agreement. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes.
- b. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to City.
- c. Upon request from the City's custodian of public records, Contractor shall provide City 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 by Chapter 119, Florida Statutes, or as otherwise provided by law.

- d. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City.
- e. Upon completion of this Agreement, transfer, at no cost, to the City all public records in possession of Contractor or keep and maintain public records required by City to perform the service. If Contractor transfers all public records to City upon completion of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically by Contractor shall be delivered to the City, upon request from the City's Custodian of Records, in a format that is compatible with the City's information technology systems.
- f. Any compensation due to Contractor shall be withheld until all records are received as provided herein.
- g. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by City.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.**

**Custodian of Public Records:** **JENNIFER M. JOHNSON, CITY CLERK**  
**Mailing address:** **5790 Margate Blvd., Margate, FL 33063**  
**Telephone number:** **954-935-5327**  
**Email:** [\*\*jjohnson@margatefl.com\*\*](mailto:jjohnson@margatefl.com)

15.2. **Ownership of Documents:** Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City. Any compensation due to Contractor shall be withheld until all documents are received as provided herein.

**ARTICLE 16.**

**HEADINGS, CONFLICT OF PROVISIONS, WAIVER OR BREACH OF PROVISIONS**

Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement. In the event of conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms

in this Agreement shall prevail. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision, and no waiver shall be effective unless made in writing.

#### ARTICLE 17 SEVERABILITY

If any provision of this Agreement or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

#### ARTICLE 18 COSTS AND ATTORNEY'S FEES

If either City or Contractor is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including but not limited to, costs and reasonable attorney's fees.

#### ARTICLE 19 SCRUTINIZED COMPANIES

19.1 Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if Contractor or its subcontractors are found to have submitted a false certification; or if Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

19.2 If this Agreement is for more than one million dollars, Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

19.3 Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of the Services under this Agreement.

19.4 As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

ARTICLE 20  
VERIFICATION OF EMPLOYMENT ELIGIBILITY

Contractor shall comply with Sections 448.09 and 448.095, Fla. Stat., "Employment Eligibility," including the registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of this Agreement. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of the statute by Contractor, Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

ARTICLE 21  
NON-COERCION AFFIDAVIT FOR LABOR OR SERVICES

In accordance with Section 787.06(13), Florida Statutes, as Contractor is a nongovernmental entity doing business with the City, Contractor is required to attest that it does not use coercion for labor or services. At the time of execution of this Agreement, Contractor shall submit the required Affidavit, which will be provided by the City's Department of Parks and Recreation.

ARTICLE 22  
NO AUTHORITY TO BIND

The Contractor shall have no authority to contract for or legally bind the City with respect to any matter, including, but not limited to the subject matter of this Agreement.

ARTICLE 23  
SURVIVAL

All representations and other relevant provisions herein, including but not limited to the provisions set forth in Articles 5,6,7,8,10,14,15 of this Agreement, shall survive and thereby continue in full force and effect, upon termination of this Agreement.

(SIGNATURE PAGE TO FOLLOW)

AGREEMENT FOR RECREATIONAL/INSTRUCTIONAL SERVICES BETWEEN CITY  
OF MARGATE AND \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the Respective dates under each signature: CITY OF MARGATE through its City Manager, authorized to execute same by the City Commission of Deerfield Beach, and by \_\_\_\_\_, a duly authorized representative of Contractor to execute this Agreement on Contractor's behalf.

**CITY OF MARGATE, Florida**

By: \_\_\_\_\_

Cale Curtis  
City Manager

Date: \_\_\_\_\_, 2026.

Attest: \_\_\_\_\_

Jennifer Johnson  
City Clerk

Approved as to form and legal sufficiency  
for the use of and reliance by the City of  
Margate, Florida, only.

By: \_\_\_\_\_

David N. Tolces, City Attorney

**CONTRACTOR**

By: \_\_\_\_\_

Signature

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 2026.

Witnesses:

\_\_\_\_\_  
Signature

Print Name: \_\_\_\_\_

\_\_\_\_\_  
Signature

Print Name: \_\_\_\_\_

**EXHIBIT "A"**  
**Scope of Services**