# REGULAR MEETING BOARD OF SUPERVISORS AGENDA
# Tuesday, March 3, 2026 – 6:00 pm
# ADMINISTRATIVE BUILDING
# 13476 61ST STREET NORTH
# WEST PALM BEACH, FL 33412
# HYBRID FORMAT: IN-PERSON (LIMITED SEATING)
# VIA ZOOM: WWW.INDIANTRAIL.COM THEN CLICK [JOIN LIVE MEETING]

## AGENDA

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**NOTICE: CHANGE TO PUBLIC COMMENT**

The District is transitioning to on-line Public Comment. There will be a QR Code next to Agendas at the Meeting that will take you to the Interactive Agenda to input your Public Comment on Agenda Items. as well as, during Public Input for Non-Agenda Items. You can submit your comments using the interactive Agenda before and during the Meeting. Email info@indiantrail.com by 2:00pm the day before the Meeting for assistance. _____

**1. CALL TO ORDER**

**2. PLEDGE OF ALLEGIANCE**

**3. ROLL CALL**

**4. WELCOMING REMARKS**

**4.1 President's Welcoming Remarks**

Residents are encouraged to go to the District Website www.indiantrail.com for updated Meeting information.

**4.2 Supervisors' Welcoming Remarks (1minute each)**

Each Supervisor has the opportunity to take one minute to make welcoming remarks.

**5. AGENDA REVIEW**

**5.1 Agenda Approval**

Additions, Deletions, Substitutions.
Motion to approve the Agenda, as presented, OR as amended by:

**6. REGULAR AGENDA**

**6.1 ALA Non-Profit User Agreement**

Per Board Request.

**7. PUBLIC INPUT (Non-Agenda Items) No Later than 7:30 PM**

**8. MEETING NOTICE**

Motion to Receive and File Meeting Notice.

**9. ADJOURNMENT**

# FACILITIES, PARKS AND RECREATION DEPARTMENT

INDIAN TRAIL
IMPROVEMENT DISTRICT
EST. 1957

# NON-PROFIT RECREATION USER AGREEMENT

## ACREAGE LANDOWNERS ASSOCIATION, INC.

Approved – 30th Day of September 2025

INDIAN TRAIL

# Non-Profit Recreation User Agreement
# Facilities, Parks and Recreation Department

## NON-PROFIT RECREATION USER AGREEMENT
## BY AND BETWEEN
## INDIAN TRAIL IMPROVEMENT DISTRICT
## AND
## THE ACREAGE LANDOWNERS ASSOCIATION, INC.

**THIS NON-PROFIT RECREATION USER AGREEMENT** entered onto this 30th day of September, 2025, by and between **INDIAN TRAIL IMPROVEMENT DISTRICT**, an independent special district of the State of Florida, (hereafter referred to as "DISTRICT"), and **THE ACREAGE LANDOWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation (hereafter referred to as "ALA") (DISTRICT and ALA may be referred to collectively herein as the "PARTIES)

## ARTICLE I. RECITALS

**WHEREAS**, DISTRICT owns and maintains certain facilities for sports and public recreation purposes within the parks and related facilities more particularly identified herein in Section 3.03, below (the "FACILITIES"); and

**WHEREAS**, DISTRICT intends to optimize access to its FACILITIES for recreational purposes and make more efficient use of limited resources by retaining the services of a non-profit community-based entity to use the FACILITIES for the betterment of the landowners' recreational needs; and,

**WHEREAS**, ALA is and established, non-profit organization based in the greater Indian Trail Improvement District area known as the Acreage and Loxahatchee (herein "COMMUNITY") that coordinates a wide range of recreational programs and events for youths and adults; and,

**WHEREAS**, the Parties agree that the FACILITIES will be most economically and effectively used for the benefit of the COMMUNITY if use is efficiently allocated and coordinated on an equitable and transparent basis in the manner described within this Agreement, and,

**WHEREAS**, ALA has experience in recreation and event programs and activities, with emphasis on achieving efficient utilization of limited recreation facilities and resources, and has offered to provide its recreational services and programs to the COMMUNITY; and,

**WHEREAS**, in return for providing the recreation and event programming for the COMMUNITY, as more particularly described herein, the DISTRICT will grant to the ALA the privilege of using, on a first-priority basis, the FACILITIES to participants in any recreational or event programs managed or coordinated by ALA for so long as and according to the terms provided in this Non-Profit Recreation User Agreement and or the applicable Permits are satisfied

**NOW, THEREFORE**, in consideration of the mutual terms and conditions, promises, covenants, and in-kind benefits, hereafter set forth, DISTRICT and ALA agree as follows:

The recitals set forth hereinabove are true and correct and incorporated herein by this reference.

## ARTICLE II. INDEPENDENT ENTITY

ALA is an independent entity under this Agreement and not an agency or constituent component of the DISTRICT. Persons retained by the ALA to provide program coordination services shall be volunteers, and/or employees of the ALA and subject to supervision by the ALA, and not any officers, employees, or agents of the DISTRICT. The ALA and persons retained by it shall have no rights or claims to coverage under the DISTRICT'S worker's compensation, casualty or similar insurance benefits or sovereign immunity. The DISTRICT shall neither have nor exercise any control or discretion over the performance of ALA or its volunteers, or employees unless outlined with this Non-Profit Recreation User Agreement and/or applicable Permits. The ALA shall be exclusively responsible for establishing hours of instruction and methods of rendering services within the parameters of this Non-Profit Recreation User Agreement.

## ARTICLE III. AGREEMENT

### SECTION 3.01 TERM OF AGREEMENT

The term of this Agreement shall commence upon the date of execution by the Parties hereto for an Initial Term ending on September 30th, 2026, unless terminated sooner as provided in Article X. Upon successful completion of the Initial Term, this Agreement shall automatically be extended for an additional term of FOUR (4) YEARS, terminating on September 30th, 2030 (the "Continuation Term"), unless terminated sooner as provided in Article X.

### SECTION 3.02 RECREATION PROGRAMS

The ALA agrees to provide the following services (the "PROGRAMS"):

a) Coordination and scheduling for the use of and access to the FACILITIES by organized youth and adult recreation programs and events. The PROGRAMS include the following:

| | | | | | |
|---|---|---|---|---|---|
| Events/Cook Offs | Movies in the Park | Adult/Youth Programs | Equestrian Programs | Car Shows | Concerts |

b) Ability to sell food and beverage products along with merchandise at Acreage Community Park (North Athletic Campus). Prohibited items include, but are not limited to, the sale of alcohol, tobacco products, fireworks, and illegal substances. The

products and merchandise may be subject to approval or denial by the Director of Facilities, Parks and Recreation Department.

c) Ability to sell food and beverage products along with merchandise at Acreage Community Park (South Athletic/Entertainment Campus). Prohibited items include, but are not limited to, the sale of alcohol, tobacco products, fireworks, and illegal substances. The products and merchandise may be subject to approval or denial by the Director of Facilities, Parks and Recreation Department.

d) Ability to sell food and beverage products along with merchandise in the concessions at Nicole Hornstein Equestrian Park – Prohibited items include, but are not limited to, the sale of alcohol, tobacco products, fireworks, and illegal substances. The products and merchandise may be subject to approval or denial by the Director of Facilities, Parks and Recreation Department.

e) Acreage Community Park (South Athletic/Entertainment Campus), subject to the terms of the DISTRICT's Lease Agreement with Palm Beach County and the provisions of the Florida Communities Trust grant regulations. The products and merchandise must be approved by the Director of Facilities, Parks and Recreation Department.

f) The Events and Recreational Programs shall be specifically identified in a DISTRICT Recreation Permit (the "PERMIT") which shall be issued to the ALA for each event and recreational activity. The terms and conditions of a PERMIT are outlined herein in Section 5.01. A sample RECREATION PERMIT form is attached hereto and incorporated herein as **Exhibit "A"**. Approved Program and/or Event permits are required prior to the start of the program and/or event. Recreation Permits must be applied for and approved no less than FORTY-FIVE (45) days prior to the start of the program and/or event and is subject to the requirements of the permit.

g) Events and Recreational Programs shall be provided in a careful and responsible manner with due regard for the safety of program participants, volunteers, spectators, park patrons and the general public, and for the proper maintenance of the FACILITIES and other DISTRICT property.

h) While providing, operating, conducting or coordinating Events and/or Recreational Programs at DISTRICT FACILITIES, the ALA shall at all times, provide the proper amount management, emergency services and security necessary in order to safely manage and protect the public against any negligence, gross negligence, or willful or wanton acts of misconduct.

**SECTION 3.03 DISTRICT FACILITIES IDENTIFICATION**

The following FACILITIES will be available to the ALA on a first priority scheduling, subject to all permit requirements being met prior to scheduling

a) Acreage Community Park – North Athletic Campus
b) Acreage Community Park – South Athletic/Entertainment Campus
c) Nicole Hornstein Equestrian Park
d) Administrative Building

e) Hamlin House
f) Use of all FACILITIES subject to the terms of Recreation Permit and the Facilities, Parks and Recreation Policies and Procedures.

**SECTION 3.04 Non-Resident Fees**

The ALA agrees to charge a 20% Non-Resident fee to all participants who are not residents of Indian Trail Improvement District or pay into the District's park system. The Non-Resident fee shall not exceed Thirty-Five ($35) Dollars.

The Non-Resident fee must be paid to Indian Trail Improvement District within Thirty (30) days of the close of registration for that sports season. The payment must include a receipt showing the breakdown of registrations received by the ALA for that recreation service.

A Non-Resident Fee may not be charged for programs in Acreage Community Park South subject to the District's lease Agreement with Palm Beach County.

## ARTICLE IV. MUTUAL CONSIDERATION.

**SECTION 4.01 IN-KIND BENEFITS PROVIDED BY THE DISTRICT**

The DISTRICT, agrees to provide the ALA with the following in-kind benefits during the Term of this Agreement:

In-Kind Benefits, the DISTRICT agrees as follows:

a) The DISTRICT will not permit or grant the use of the FACILITIES, as described within this Non-Profit Recreation User Agreement, upon the approval for a Recreation Permit to the ALA, during the time frame of the ALA Events and Recreational Permits.
b) The ALA shall have "First Priority" in scheduling use of the FACILITIES; provided, however, that priority shall be subject to: (a) the terms of the DISTRICT's Lease Agreement with Palm Beach County for Acreage Community Park South; and (b) established as provided herein in Section 7.01.
c) The DISTRICT agrees to allow the ALA to use certain Facilities to temporarily store equipment or supplies for events or programs. Exact times and location require approval from the DISTRICT's Facilities, Parks, and Recreation Director (the "FPR-D") prior to storage.
d) The DISTRICT agrees to provide the ALA, two (2) staff for regular concerts/events for stocking bathrooms and facility cleanup services. The ALA will be solely responsible for the management of their events, programs or services. The ALA will be responsible to cover any overtime expenses required for the staffing of that event or program. Preapproved permitted larger events or programs are subject to change based on the needs of that event or program.

**SECTION 4.02 INTELLECTUAL PROPERTY.**

a) The ALA shall not use the DISTRICT'S name, logo, seal and/or service marks for any purpose or any medium without the DISTRICT's prior written consent. Upon approval, a limited, non-exclusive, royalty-free right to use any name, logos, and/or marks provided to the ALA by the DISTRICT for the specific purpose(s) set forth in this Non-Profit Recreation User Agreement

## ARTICLE V. RECREATION PERMIT

### SECTION 5.01 RECREATION PERMIT TERMS AND CONDITIONS

Prior to the start of each event or programs, the ALA shall apply for, and agree to the terms of, a Recreation Permit and provide the DISTRICT the required permit documents, no less than FORTY-FIVE (45) days prior to the start of that season, see Exhibit "A" Recreation Permit for more details. Upon approval of the completed permit application the DISTRICT will provide the ALA with a copy of the approved permit. Any changes to the permit will require the written approval of the Facilities, Parks and Recreation Director prior to those changes taking effect.

## ARTICLE VI. REPORTING

### SECTION 6.01 RECORDS AND DOCUMENTS REQUIRED BY DISTRICT

The DISTRICT requires the following documents prior to a Recreation Permit approval. Additional information or documents may be required depending upon the request. See Recreation Permit for details.

a) Certificate of Insurance meeting the District's minimum requirements.
b) Contact information for all ALA Board Members.
c) Affidavit affirming that all background checks have been performed and reviewed by the appropriate ALA designees and that all individuals that serve as volunteers or instructors have successfully passed the background criteria.
d) Upon request by the District, copies of bylaws, training documentation, informed consent forms and all other documents required by Florida Statute 943.0438.
e) Upon request by the District, copies of Current Articles of Incorporation, including any amendments filed with the State of Florida, for the Acreage Landowners Association, Inc.
f) Vendor/Contractor list, including their current licensing and insurance meeting the District's minimum requirements for the permitted event or program.
g) Copies of events and/or program schedules for the permitted events and programs.

## ARTICLE VII. SCHEDULING, MEETINGS AND FACILITY MAINTENANCE.

### SECTION 7.01 FACILITY SCHEDULING, CONDITIONS & NOTICE

a) This Agreement gives the ALA the privilege of "First Priority" in scheduling and programming use of the FACILITIES. In order to exercise this privilege, the ALA must

first provide the DISTRICT's Facilities, Parks and Recreation Director (the "FPR-D") with a copy of the Recreation Permit and schedule for each EVENT or PROGRAM at least FORTY-FIVE (45) days in advance of the start of each event or program. Failure to do so may result in the FACILITIES not being made available. The schedule for FACILITY use must be approved by the FPR-D prior to advertisement or distribution to participants, social media, press releases and other forms of dissemination.

b) The DISTRICT reserves the right to assign FACILITIES for recreational purposes to any individual or group if their schedule requests do not interfere with the pre-approved ALA schedules during permitted times to prevent the overuse of the District Facilities and to allow for the maintenance and remediation of District Facilities and Amenities.

c) The FPR-D, Facilities, Parks and Recreation Manager (FPR-M) or his/her designee must approve any changes to the pre-approved schedule for any Recreation Permit.

d) The ALA will immediately notify an on-site DISTRICT staff person or contact the FPR-M or FPR-D by text message, voice or email of any unsafe FACILITY conditions.

e) The ALA will notify the DISTRICT's FPR-M or contact the FPR-D by text message, voice or email of any injury or medical emergencies that may happen to participants, volunteers, instructors, spectators or any person who is involved or observing ALA events or programs within TWO (2) hours of the incident. The ALA will submit a DISTRICT provided incident report outlining the incident to the best of their knowledge within TWENTY-FOUR (24) hours of the incident.

f) The DISTRICT reserves the discretionary right to relocate or reschedule the ALA's scheduled FACILITY uses due to maintenance, improvement projects, emergency or unforeseen circumstances.

g) The ALA understands and acknowledges the importance of facilities down-time for maintenance, repairs, etc. and releases the DISTRICT from any claim of losses or inconvenience the ALA may experience during such down-time.

**SECTION 7.02 REQUIRED MEETINGS WITH DISTRICT STAFF**

Upon reasonable notice, a representative of the ALA must attend any meetings called by the FPR-D or FPR-M concerning this Agreement, Recreation Permit(s), concession operations or general concerns. Failure to attend such meetings may result in a recommendation to suspend an approved Recreation Permit or this Agreement.

**SECTION 7.03 DISTRICT MAINTENANCE**

a) The DISTRICT is responsible for the maintenance of the FACILITIES. At no time shall the ALA make any changes in or repairs to the DISTRICT's FACILITIES without written approval from the DISTRICT.

b) All FACILITY maintenance shall be performed by the DISTRICT.

c) The DISTRICT understands the importance of providing properly maintained facilities and will do its best to ensure minimal impact of its operations on the ALA.

**SECTION 7.04 FACILITY SCHEDULES**

Per Section 4, page 6, of the Facilities, Parks and Recreation Policies and Procedures, DISTRICT park hours are from 8:00am-9:00pm for lighted parks and 8:00am-Sunset for non-lighted parks. (See Exhibit "B" for details)

a) The ALA agrees to abide by the Facilities, Parks and Recreation Policies and Procedures hours of operation. Any special requests beyond the time allotted in the Facilities, Parks and Recreation Policies and Procedures must be applied for in the Facility Use Permit for that specific event or program, and approved by the DISTRICT's Board of Supervisors, prior to the start of the event or program.
b) The DISTRICT's Facilities, Parks and Recreation Director or his/her designee may approve special requests to extend the hours of operation during special events, and programs. These requests must be made no less than 30 min prior to the scheduled park closure time. Failure to request the time extension within the 30 min time frame may result in the extension being denied

## ARTICLE VIII. POLICIES AND PROCEDURES

### SECTION 8.01 PARK RULES AND POLICES

The ALA shall abide by the facilities and park rules and regulations provided in the Facilities, Parks and Recreation Policies and Procedures, a copy of which is attached as **Exhibit "B"**, or as they may be amended in the future

### SECTION 8.02 PARK VIOLATIONS

The ALA shall abide by the park violations provided in the Facilities, Parks and Recreation Policies and Procedures, a copy of which is attached as **Exhibit "B"**

a) The ALA agrees to comply with all necessary enforcement of the park violation policy, including but not limited to, issues relating to trespass orders and other charges which the state may prosecute.
b) Volunteers, Instructors, and Spectators prosecuted and charged with any violation of the parks policy will be banned from DISTRICT property for 1 year. Anyone who violates the park violation policy will not be allowed to participate in ALA activities and/or events which take place on DISTRICT property.
c) Any violation of this policy may result in the termination of this agreement.

## ARTICLE IX. RISK MANAGEMENT

### SECTION 9.01 MINIMUM INSURANCE COVERAGE

The ALA shall continuously maintain minimum liability insurance during the term of this Agreement in the amount acceptable to the DISTRICT'S Risk Manager and naming the Indian Trail Improvement District as additional insured on a primary, non-contributory basis. The DISTRICT'S minimum coverage and other insurance requirements are provided in the attached **EXHIBIT "C"**.

**SECTION 9.02 SUPPLEMENTAL INSURANCE COVERAGE**

In addition, the ALA shall provide the following supplemental coverage based on the additional risks associated with its SERVICES:

a) Sexual Misconduct/Molestation Liability: Not less than $1,000,000 per occurrence, and $2,000,000 annual aggregate.

b) Special Event Insurance
Must meet DISTRICT minimum standards and be provided to the DISTRICT no less than 30 days prior to an event's scheduled date.

c) Food Truck Insurance
Must meet DISTRICT minimum standards and be provided to the DISTRICT no less than 30 days prior to an event's scheduled date.

d) All policies must include coverage for both volunteers/instructors and participants.

**SECTION 9.03 CERTIFICATES OF INSURANCE**

a) This Agreement shall not be deemed approved until the ALA has obtained all insurance required under this section and has supplied the DISTRICT with evidence of such coverage in the form of a Certificate of Insurance and required endorsements. The District or its insurance agent shall review and approve such Certificates.

b) The ALA'S liability insurance policies shall be endorsed to add the DISTRICT as an additional named insured on a primary non-contributory basis.

c) **Special Requirements for SERVICES provided in Acreage Community Park South**: The ALA's Certificate and Endorsements for Commercial General Liability and Automobile Coverage shall name Palm Beach County as an "Additional Insured" with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or similar endorsement. The Additional Insured Endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents".

d) The ALA shall be responsible for all deductibles and self-insured retentions on their liability of insurance policies.

**SECTION 9.04 LICENSING AND PERMITS**

a) The ALA shall, without expense of the DISTRICT, be responsible for obtaining any necessary licenses and permits from any applicable Federal, State, or County agency in connection with the performance of the services specified herein.

b) The ALA shall obtain, maintain and display all licenses and permits per Federal, State, and Local laws, rules, regulations, ordinances, codes, directives, and guidelines while providing SERVICES business at DISTRICT FACILITIES.

c) **VENDOR LICENSING**
Must meet DISTRICT, state, and local minimum licensing requirements and be provided to the DISTRICT no less than 30 days prior to an event's scheduled date.

d) **FOOD TRUCK LICENSING**

Must meet DISTRICT, state, and local minimum licensing requirements and be provided to the DISTRICT no less than 30 days prior to an event's scheduled date.

**SECTION 9.05 RELEASE OF LIABILITY**

The ALA agrees to release DISTRICT from liability for the loss of or damage to merchandise, goods, equipment or any other property of the ALA or any of their suppliers stored or located on DISTRICT property caused by fire, theft, storm, or for any other reason that may arise.

**SECTION 9.06 LIMITATION OF LIABILITY**

a) In no event shall the DISTRICT be liable for any indirect, incidental, consequential, punitive, special, or exemplary damages arising out of, or that relates in any way, to this Agreement, its performance, or the sponsorship directly or indirectly caused by the ALA, the ALA's instructors, spectators, volunteers, vendors, sponsors, businesses, or any other party the ALA conducts business with while on District property. This exclusion will apply regardless of the legal theory of which any claim for such damage(s) is based, whether DISTRICT or ALA had been advised of the possibility of such damages, whether such damages were reasonably foreseeable, or whether application of the exclusion causes any remedy to fail or its essential purpose.

b) Neither the DISTRICT, nor its officers, agents or employees, will be responsible for the ALA's operations, financial management, scheduling or public relations in providing the SERVICES defined in this Agreement.

c) Neither the DISTRICT, nor its officers, agents or employees, will serve in any capacity on the ALA Executive Board.

**SECTION 9.07 INDEMNIFICATION/HOLD HARMLESS CLAUSE**

The ALA shall indemnify, defend and hold harmless the DISTRICT, it's officials, officers, agents and employees from and against any and all liability, suits, actions, damages, costs, losses, and expenses, including attorney's fees, demands or destruction of tangible property or loss of use resulting from, arising out of any errors, omissions, misconduct or negligent or willful acts of the ALA it's instructors, volunteers, and employees in the performance of the SERVICES of the ALA under this Agreement. Nothing in this Agreement shall be deemed or treated as a waiver by the DISTRICT of any immunity to which it is entitled by law, including but not limited to the DISTRICT'S sovereign immunity set forth in Section 768.28, Florida Statutes.

a) All vendors, businesses, sponsors, volunteers and/or any individuals conducting business or services on District property will be required to complete a Hold Harmless/Indemnification Agreement with the District and the ALA prior to conducting such business or service.

**SECTION 9.08 NON-DISCRIMINATION**

The ALA represents and warrants to the DISTRICT that the ALA will comply with the Title VI of the Civil Rights Act of 1964, as amended, and does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with the ALA'S performance

under this Agreement on account of race, age, religion, color, gender, sexual orientation, gender identity or expression genetic information, 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. The ALA further covenants that no otherwise qualified individual shall, solely by reason of his/her race, age, religion, color, gender, sexual orientation, gender identity or expression genetic information, 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. In addition with respect to SERVICES provided in Acreage Community Park South, the ALA warrants that its SERVICES shall be open to and benefit all residents of Palm Beach County and shall be available thereto on the same cost and availability basis as to residents of the DISTRICT.

**SECTION 9.09 FIRST AID TREATMENT**

The ALA further releases the DISTRICT, and it's officers, officials, agents and employees from any and all suits, liability, claims or judgement of any kind, including attorney's fees, and including without limitation, any claims by third parties, in any way concerning, relating to, arising out of, or 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.

**SECTION 9.10 E-VERIFY.**

The ALA warrants compliance with all federal immigration laws and regulations that relate to its employees and subcontractors. The ALA agrees and acknowledges that commencing January 1, 2021, DISTRICT, as a public employer, is subject to the E-Verify requirements set forth in Section 448.095, Florida Statutes, and that the provisions of Section 448.095, Florida Statutes shall thereupon apply to contracts entered into or renewed on or after said commencement date. In compliance therewith, and following the January 1, 2021 commencement date, if DISTRICT has a good faith belief: (a) that the ALA has knowingly hired, recruited or referred an alien who is not authorized to work under this contract by the immigration laws or the Attorney General of the United States and is in violation of Section 448.09(1), Florida Statutes, DISTRICT shall terminate this contract, or (b) that a subcontractor performing work for the ALA under this contract has knowingly hired, recruited or referred an alien who is not duly authorized by the immigration laws or the Attorney General of the United States to work under this contract, DISTRICT shall promptly notify the ALA and order the ALA to immediately terminate its agreement with said subcontractor as to this contract. CONTRACTOR shall be liable for any additional costs incurred by DISTRICT as a result of the termination of the contract based on the ALA's failure to comply with E-Verify requirements referenced herein.

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**SECTION 9.11 WEATHER CONDITIONS/ACTS OF GOD**

a) The ALA shall be responsible for determining if weather conditions are safe prior to, during, and after the times of events or programs. The ALA shall promptly notify the DISTRICT and any participants or spectators of such unsafe conditions and resulting cancellations.

b) Upon receiving approval from the FPR-M, the ALA will be responsible for rescheduling any missed events or programs. The DISTRICT shall not be responsible for missed events or programs due to unsafe weather conditions, unforeseen circumstances or natural causes.
c) The FPR-M may cancel, postpone or delay any event or program due to inclement weather, or any other conditions which might endanger the participants or spectators or damage the FACILITIES.
d) Failure for the ALA to ensure the safety of the participants and/or spectators may result in the termination of a particular Recreation Permit or this entire Agreement.

## ARTICLE X. TERMINATION OF NON-PROFIT RECREATION USER AGREEMENT

### SECTION 10.01 TERMINATION DURING THE INITIAL TERM

During the Initial Term of the Agreement, ending September 30, 2026, the DISTRICT Board of Supervisors may at its absolute discretion terminate this Agreement "With or Without Cause" by issuing THIRTY (30) days written notice to the ALA.

### SECTION 10.02 TERMINATION DURING THE CONTINUATION TERM

Upon commencement of the Continuation Term beginning October 1, 2026, the Agreement may be terminated as follows:

A. **WITH CAUSE.** The DISTRICT Board of Supervisors may at its absolute discretion terminate this Agreement "With Cause" by issuing THIRTY (30) days written notice to the ALA.

B. **WITHOUT CAUSE.** The DISTRICT Board of Supervisors may at its absolute discretion, terminate this Agreement "Without Cause" by issuing One Hundred Twenty (120) days written notice to the ALA.

### SECTION 10.03 TERMINATION FOR "EXTENUATING CIRCUMSTANCES"

At any time during the Terms of this Agreement the Board of Supervisors may request to discuss any "Extenuating Circumstances" in a public meeting and decide through majority vote by the Board of Supervisors, based on the outcome and findings of the "Extenuating Circumstances", vote on whether to continue the Non-Profit Recreation User Agreement or to immediately dissolve the Agreement with no repercussions or financial loses or expectations of the District.

The Board of Supervisors reserves the right, during the public meeting, to define the meaning of "Extenuating Circumstances" and provide the outcomes and findings as such.

## ARTICLE XI. MISCELLANEOUS

### SECTION 11.01 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.

**SECTION 11.02 HEADINGS, CONFLICT OF PROVISIONS, WAIVER OR BREACH OF PROVISIONS**

Headings are for convenience or 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.

**SECTION 11.03 NO AUTHORITY TO BIND**

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

**SECTION 11.04 AMENDMENTS**

a. This Agreement constitutes the entire agreement between the ALA and the DISTRICT 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.
b. 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.

**SECTION 11.05 ASSIGNABILITY**

This Agreement shall not be assigned, transferred, or sublet without the written consent of both Parties.

**SECTION 11.06 CONSENT TO JURISDICTION**

In any action or proceeding arising out of, or relating to, this Agreement, the Parties submit to the Jurisdiction of a State or Federal court competent jurisdiction. The venue of any action arising from this Agreement shall be in a court of competent jurisdiction in Palm Beach County, Florida. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida.

**SECTION 11.07 SOVEREIGN IMMUNITY**

Nothing contained herein shall be construed as a waiver by the parties of the liability limits established in Section 768.28, Florida Statutes.

**SECTION 11.08 HUMAN TRAFFICKING**

The ALA warrants and represents that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes. Contractor/Consultant] has executed **EXHIBIT "D"** (Nongovernmental Entity Human Trafficking Affidavit), which is attached hereto and incorporated herein by this reference.

**SECTION 11.09 NOTICES**

Whenever either party desires to give notice to the other party, it must be given 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 notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as their respective places for giving notice, to wit:

**FOR ALA:**

THE ACREAGE LANDOWNERS ASSOCIATION, INC.
President
7040 Seminole Pratt Whittney Rd.
PMB 60, STE 25
Loxahatchee, Florida 33470

**FOR DISTRICT:**

INDIAN TRAIL IMPROVEMENT DISTRICT
Executive Director
13476 61st Street North
West Palm Beach, Florida 33412

WITH COPY TO

INDIAN TRAIL IMPROVEMENT DISTRICT
Director of Facilities, Parks and Recreation
13476 61st Street North
West Palm Beach, Florida 33412

**SECTION 11.10 EFFECTIVE DATE**

This Agreement will be effective on the date on which the last party signs.

**SECTION 11.11 SUPERSEDE CLAUSE**

# Non-Profit Recreation User Agreement
# Facilities, Parks and Recreation Department

This Agreement supersedes and replaces all previous agreements the District has or had with The Acreage Landowners Association, Inc.

**IN WITNESS WHEREOF**, DISTRICT and ALA have made and executed this Agreement as of the dates set forth below

EXECUTED by **DISTRICT** this 10th day of Dec., 2025

[DISTRICT SEAL]

**INDIAN TRAIL IMPROVEMENT DISTRICT**, an independent special district of the State of Florida

ATTEST

Betty Argue

Betty Argue, Secretary

By: _____

Elizabeth Accomando
President, Board of Supervisors

EXECUTED by **ALA** this 2ND day of DECEMBER, 2025

[CORPORATE SEAL]

**THE ACREAGE LANDOWNERS ASSOCIATION, INC.**, a Florida corporation not-for-profit

By: _____
Signature

ROBERT A. MORGAN
Name Printed

Its: President

# Non-Profit Recreation User Agreement
# Facilities, Parks and Recreation Department

## EXHIBIT "A"

## RECREATION PERMIT

## EXHIBIT "B"

## FACILITIES, PARKS AND RECREATION POLICIES AND PROCEDURES

INDIAN TRAIL

# Non-Profit Recreation User Agreement
# Facilities, Parks and Recreation Department

## EXHIBIT "C"

## MINIMUM INSURANCE REQUIREMENTS

Unless otherwise provided in the Agreement, following is the MINIMUM acceptable insurance to be carried by a District Contractor:

I **Commercial General Liability:**

(A) Bodily Injury Limit:

| | |
|---|---|
| $1,000,000 | Each Occurrence |
| $2,000,000 | Annual Aggregate |

Property Damage Limit:

| | |
|---|---|
| $1,000,000 | Each Occurrence |
| $2,000,000 | Annual Aggregate |

(B) **OR** a Combined Single Limit of Bodily Injury and Property Damage:

| | |
|---|---|
| $1,000,000 | Each Occurrence |
| $2,000,000 | Annual Aggregate |

(C) The Contractor's Commercial General Liability shall include Contractual Liability and Products/Completed Operations Liability (may be included in General liability coverage). Claims-made or modified occurrence policies are unacceptable.

II **Automobile Liability** Required insurance shall include coverage for bodily injury, and property damage arising from the operation of any owned, non-owned or hired automobile or trailer. If Contractor does not own any automobiles, the Auto Liability requirement may be amended if Contractor agrees to maintain only Hired or Non-Owned Auto Liability. May be satisfied either by endorsement of Commercial General Liability Policy or by separate automobile coverage.

| | |
|---|---|
| $1,000,000 | Per Occurrence |

III **Workers Compensation**

| | | |
|---|---|---|
| Statutory Limits and | $ 300,000 | Each Accident |
| | $1,000,000 | Disease-Policy Limit |
| Employers Liability | $1,000,000 | Disease-Each Employee |

IV. **Umbrella Excess Liability Insurance**:

| | | |
|---|---|---|
| (A) | $3,000,000 | Each Occurrence |
| | $3,000,000 | Annual Aggregate |

(B) The aforementioned umbrella coverage shall be no more restrictive than coverage required for the underlying policies.

(C) If Scope of Work provides, Contractor may use umbrella or excess liability to satisfy minimum coverage for General Lability, Auto Liability and Employer's Liability.

V. **Notice of Cancellation**:

The insurance afforded above may not be terminated, reduced, non-renewed or materially changed unless thirty (30) days prior written notice of such termination, reduction, non-renewal or material change is mailed to District (unless terminated for non-payment in which event a ten (10) day notice is required). New Insurance Certificate may be required.

VI. **Professional Liability (Errors & Omissions) Insurance (if applicable)**

| | | |
|---|---|---|
| (A) | $1,000,000 | Per Claim |
| (B) | $2,000,000 | Annual Aggregate |
| (C) | $25,000 | Maximum Deductible Per Claim |

For policies written on a "Claims Made" basis, the Contractor shall maintain a Retroactive Date prior to or equal to the Effective Date of the Agreement. The Certificate of Insurance providing evidence of this coverage shall clearly indicate whether coverage is provided on an "Occurrence" or "Claims-Made" Form. If coverage is made on a "Claims-Made" Form, the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage. If the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event during the term of the Agreement, the Contractor shall purchase extended reporting period coverage, extending the maximum reporting period not less than three (3) years.

VII. **Insurance Certificate (COI):**

Indian Trail Improvement District shall be listed as an additional insured for the above Commercial, Automobile and Umbrella Liability insurance coverage and a Certificate of Insurance (COI) reflecting same shall be delivered to Indian Trail Improvement District. The Certificate of Insurance shall be maintained on a continuing basis throughout the Term of the Agreement. Contractor shall provide a new Certificate of Insurance evidencing changes to coverage or the issuance of replacement coverage.

VIII. **Waiver of Subrogation.**

With regard to the policies required to be provided, Contractor shall grant District a waiver of any right to subrogation which any insurer of the Contractor may acquire against the District by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect such waiver, but this provision shall apply to such policies regardless

IX. **Policy Endorsement**:

Indian Trail Improvement District shall be a named as Additional Insured with a CG 2026 Additional Insured–Designated Person or Organization Endorsement to Contractor's Commercial General Liability insurance Policy. The Additional insured Endorsement shall read "Indian Trail Improvement District, an Independent Special District of the State of Florida, its Officer, Employees and Agents". Contractor shall provide the Additional Insured Endorsements coverage on a primary and non-contributary basis for the policies required by the Agreement (excluding Workers Compensation). A copy of the Policy Endorsement(s) shall be provided to District.

X **Acceptable Insurers**

At a minimum, Insurers shall have an A. M. Best Rating of A-VII.

XI **Special Risks or Circumstances for Supplemental Services (if applicable)**

(A) District reserves the right to modify these requirements, including limits, for Supplemental Services or Work, based on the nature of the risk, prior experience, insurer, coverage or other special circumstances involved in a project. If modifications in insurance coverage are required, such modifications will be defined in a written Work Authorization

(B) **Sexual Misconduct/Molestation Liability Coverage**

| | |
|---|---|
| (1) $1,000,000 | Per Occurrence |
| (2) $2,000,000 | Annual Aggregate |

Required of any Contractor having direct interaction with minors. May be satisfied by endorsement to the Contractor's General Liability Policy or by separate policy.

(C) **Liquor Liability Coverage**

| | |
|---|---|
| (1) $1,000,000 | Per Occurrence |
| (2) $2,000,000 | Annual Aggregate |

Required of any Contractor that distributes, sells or serves alcoholic beverages or if their activities require a liquor license.

INDIAN TRAIL

# Non-Profit Recreation User Agreement
# Facilities, Parks and Recreation Department

## 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 The Acreage Landowners Association, Inc. ("ALA") and attest that ALA 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.

(Name Signed)

ROBERT A. MORGAN
(Name Printed)

STATE OF Florida

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of ☑ physical presence ☐ online notarization, this 2nd day of December, 2025, by Robert Morgan as President of The Acreage Landowners Association, Inc., a Florida corporation not-for-profit, on behalf of the corporation. He/she is ☑ personally known to me or ☐ has produced _____ (Type of Identification) as identification.

(Notary Seal)

Signature of Notary Public

Kayla Heisser
Print, Type or Stamp Name of Notary

Notary Public State of Florida
Kayla Heisser
My Commission HH 443753
Expires 9/13/2027

Notary Public State of Florida
Kay
My Co
E

Serial Number, if any

XII **Sub-Contractors.**

Unless otherwise provide in the Agreement. Sub-Contractors employed by the Contractor to perform some portion of the Work shall also provide and continuously maintain the minimum coverage required by this Policy. It shall be the Contractor's responsibility to require and confirm that its Sub-Contractors satisfy these requirements

**NOTICE OF CANCELLATION AND RESCHEDULING A REGULAR MEETING OF THE BOARD OF SUPERVISORS OF INDIAN TRAIL IMPROVEMENT DISTRICT**

NOTICE IS HEREBY GIVEN that the Regular Board Meeting of February 25, 2026, has been **Cancelled** and **Re-Scheduled to March 3, 2026, at 6:00 PM** at the District Office located at: 13476 61st Street North, West Palm Beach, Florida 33412, and via ZOOM, a Communications Media Technology (CMT). ZOOM is a free online meeting tool that can be accessed from any computer, tablet, or smart phone. To attend the Public Board Meeting using ZOOM, please go to the District Website www.indiantrail.com and click [Join Live Meeting] button then follow instructions. If you have any questions about ZOOM or the conduct of this Meeting by CMT, please contact the District at 561-793-0874 48 hours prior to the meeting during regular business hours. The Public is asked to check the District website for up-to-date meeting information and instructions.

The purpose of this meeting is to consider any and all business to come before the Board. A copy of the Agenda for this meeting may be obtained from the District's website at www.indiantrail.com seven days prior to the Meeting date or by contacting the District at 561-793-0874. The meeting may be continued as found necessary to a time and place specified on the record.

If a person decides to appeal the decision of the Board of Supervisors with respect to any matter considered at the Public Board Meeting herein referred, he or she may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is based. Any evidence, testimony, and argument which is offered utilizing CMT shall be afforded equal consideration as if it were offered in person and shall be subject to the same objections.

In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in these proceedings should contact the District by calling (561) 793-0874 at least two business days prior to the date of the meeting. Every effort is used to provide closed captioning.

DATED this 10th day of February, 2026.

PUBLISH: The Palm Beach Post
February 15, 2026