

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: November 17, 2015

Consent
 Ordinance

Regular
 Public Hearing

Department: Parks and Recreation

Submitted By: Parks and Recreation Department

Submitted For: Parks and Recreation Department

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to receive and file: the following original executed Sponsorship Agreement:

Food Truck Invasion Inc. cash sponsorship of a series of 10, Family Nights with Food Truck Invasion, Sunset Cove Amphitheater, for the period September 2, 2015, through January 20, 2016.

Summary: In accordance with County PPM CW-O-051, all delegated contracts/agreements/grants must be submitted by the initiating Department as a Receive and File agenda item. This Sponsorship Agreement has been fully executed on behalf of the Board of County Commissioners (Board) by the Director/Assistant Director of the Parks and Recreation Department in accordance with Resolution 2008-0442, and is now being submitted to the Board to receive and file. These sponsored events help offer a balanced schedule of events which promote the quality of life in the communities we serve. District 5 (AH)

Background and Justification: This Sponsorship Agreement (Resolution 2008-0442) was adopted by the Board for the provision of benefits to a sponsor when an event or program is hosted by the Parks and Recreation Department. The Department customarily budgets operating funds to host a variety of leisure activities and seeks donations to supplement these events. Sponsors often request a reciprocal relationship with the County, in response to these requests, the Board adopted Resolution 2008-0442 and the Department established a Donations/Sponsorships PPM. This PPM dictates procedures for the acceptance of donations and sponsorships from the public for Palm Beach County Parks and Recreation purposes, wherein the sponsor provides cash and/or in-kind services to the Department in return for access to commercial and/or marketing potential through a Sponsorship Agreement. The Board granted the Director/Assistant Director of Parks and Recreation authority to execute Sponsorship Agreements not-to-exceed \$10,000, with Sponsorship Agreements between \$10,001 and \$50,000 requiring the County Administrator's approval and Sponsorship Agreements over \$50,000 requiring Board approval.

The Agreement attached has been executed on behalf of the Board by the Director/Assistant Director of the Parks and Recreation Department in accordance with the authority delegated by the Board, and is now being submitted to the Board to receive and file.

Attachment: Sponsorship Agreement

Recommended by: 
Department Director

10/28/15
Date

Approved by: 
Deputy County Administrator

11/6/15
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2016	2017	2018	2019	2020
Capital Expenditures	-0-	-0-	-0-	-0-	-0-
Operating Costs	5,120	-0-	-0-	-0-	-0-
External Revenues	(8,000)	-0-	-0-	-0-	-0-
Program Income (County)	-0-	-0-	-0-	-0-	-0-
In-Kind Match (County)	-0-	-0-	-0-	-0-	-0-
NET FISCAL IMPACT	*2,880	-0-	-0-	-0-	-0-
# ADDITIONAL FTE POSITIONS (Cumulative)	0	0	0	0	0

Is Item Included in Current Budget? Yes No
 Budget Account No.: Fund 0001 Department 580 Unit 5207
 Object various / Revenue 6600 Program _____

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

*Revenue and expenditures occurred in FY2015

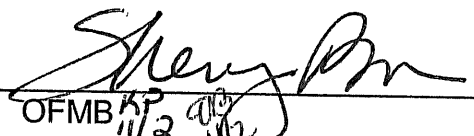
Sponsor	*FY2015		FY2016	
	Revenue	Expense	Revenue	Expense
Family Food Truck Nights Series	\$2,000	\$1,280	\$8,000	\$5,120
Totals	\$2,000	\$1,280	\$8,000	\$5,120

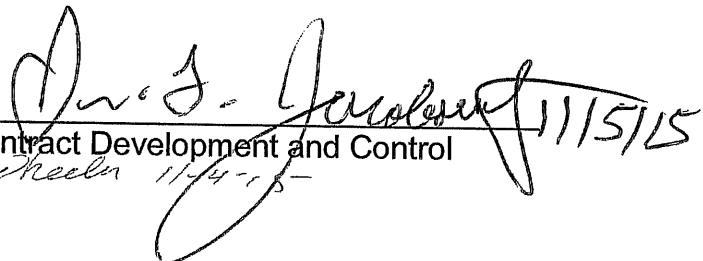
* Estimated net revenue for this agreement is \$3,600. Actual operating costs will be determined at the termination of this agreement.

C. Departmental Fiscal Review: 

III. REVIEW COMMENTS

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


 OFMB ^{KP} 11/2/15


 Contract Development and Control
 11/5/15

B. Legal Sufficiency:


 Assistant County Attorney

C. Other Department Review:

 Department Director

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

AGREEMENT BETWEEN PALM BEACH COUNTY
AND FOOD TRUCK INVASION, INC
FOR A SPONSORSHIP AGREEMENT
AT THE SUNSET COVE AMPHITHEATER

This Agreement is made as of the 21st day of AUGUST, 2015, by and between Palm Beach County, a Political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the "County" and Food Truck Invasion Inc. herein after referred to as the "Sponsor", both being referred to collectively as the "parties".

WHEREAS, County owns and operates Sunset Cove Amphitheater, hereinafter referred to as the "Venue"; and

WHEREAS, County is hosting the Family Food Truck Nights Series, the first and third Wednesday of each month on; September 2nd, September 16th, October 7th, October 21st, November 4th, November 18th, December 2nd, December 16th, January 6th and January 20th, 2016 at the Venue; and each Family Food Truck Night being hereafter individually referred to as an "Event" and collectively referred to as the "Events"

WHEREAS, County desires to expand its services offered to the public with the least amount of financial impact to its citizens; and

WHEREAS, County established a sponsorship program, which earns revenue from commercial advertising through Sponsors who receive sponsorship benefit appropriations based on the size and cost of the Event; and

WHEREAS, County desires to generate revenue at the Venue by allowing Sponsor to become a Family Food Truck series sponsor for the Event; and

WHEREAS, Sponsor desires to Sponsor the Events as a Sponsor and receive sponsorship benefits in accordance with this Agreement; and

WHEREAS, generating revenue at the Venue serves a public purpose; and

WHEREAS, both parties desire to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations contained herein, the parties agree as follows:

Section 1. Recitals.

The above recitals are true and correct and are incorporated herein.

Section 2. Term.

The term of this Agreement shall commence on September 2, 2015, and shall terminate on January 20, 2016.

Section 3. Payment.

The total amount to be paid by Sponsor to the County under this Agreement for the sponsorship of Events shall be **(2) payments each of Five Thousand Dollars (\$5,000.00) for a total of Ten Thousand Dollars (\$10,000.00)**. Sponsor shall make (1) payment of Five Thousand (\$5,000.00) by August 28, 2015 and (1) payment of Five Thousand Dollars (\$5, 000.00) by Wednesday October 28, 2015. Failure by Sponsor to make payments within the specified time frame may result in termination of this Agreement by County. Payment shall be mailed to Parks & Recreation Department, 2700 6th Avenue South, Lake Worth, FL 33461, Attention Donald Perez. Checks should be payable to Palm Beach County Board of County Commissioners.

Section 4. Sponsorship Benefits.

Sponsor shall be considered a sponsor during each of the ten events, to be held at Sunset Cove Amphitheater for the months of September, October, November, December 2015 and January 2016.

The Sponsor's company logo may be included on flyers and on the County web site for each of the Events, as more particularly described in Exhibit "A".

Sponsor shall receive marketing support from Amphitheater staff to include; Distribution of promotional materials on County Website and Sunset Cove Amphitheater facebook page.

Section 5. Sponsorship Standards/Criteria.

- A. The logo shall be limited to speech which proposes a commercial transaction. Speech that proposes a commercial transaction is speech that promotes a commercial service or product, as opposed to an idea.
- B. Logos, advertisements or a manner of presentation which negatively impact the County, promote a product, service, or activity offensive to the general public, or which negatively impact, disrupt, intrude upon or interfere in any manner, with the efficient and cost effective operation and administration of the County, or any other advertising the County determines to be inappropriate or likely to hinder or interfere with the goal of earning revenue from long term commercial advertisements at the Venue are not permitted.
- C. Sponsor may not pursue advertisements or logos that:
 - 1. include false, misleading or deceptive statements or material;
 - 2. relates to an illegal activity;
 - 3. include explicit sexual material, obscene material, or material harmful to minors;
 - 4. advertises tobacco;
 - 5. includes language that is obscene, vulgar, profane or scatological;
 - 6. relates to instruments, devises, items, projects, or paraphernalia that are designed for use in connection with specific sexual activities;
 - 7. depicts violence and/or anti-social behavior.
- D. By approving Sponsor's logo, County is in no way establishing or promoting Sponsor's view as the County's.
- E. During the Events, County may prohibit Sponsor from displaying or passing out material County determines to be inappropriate or likely to hinder or interfere with the goal of earning revenue from

long term commercial advertisements at the Venue. County shall not be liable for any damage in connection therewith.

Section 6. Sponsor's Responsibilities.

At least (10) days prior to the first Event, Sponsor shall submit its promotional materials to the County for review and approval. If County determines the promotional materials do not comply with County's advertising standards, the Sponsor shall submit another sample to County until approval is granted. Any promotional materials previously approved, which may subsequently be considered objectionable by County shall no longer be eligible for display. The County shall not be liable for any damages in connection therewith. Once approved Sponsor may use the promotional materials for all Events or modify the promotional materials by providing the new promotional materials to the County at least ten (10) days prior to the next Event.

Section 7. County's Responsibilities.

- A. County shall determine, in County's sole discretion, the size of County's logo and where the logo will be displayed on the advertising material for the Event.
- B. County is to host the Events at the Venue as set forth in this Agreement. In the event a particular Event is cancelled or does not occur on the scheduled date, County shall attempt to reschedule prior to the expiration of this Agreement.
- C. County shall provide an event activity at each event.

Section 8. Termination

This Agreement may be terminated by Sponsor upon sixty (60) days prior written notice to the County's representative in the event of substantial failure by County to perform in accordance with the terms of this Agreement through no fault of the Sponsor. It may also be terminated, in whole or in part, by County, with or without cause, immediately upon five (5) days written notice to the Sponsor.

Section 9. Indemnification.

Sponsor shall protect, defend, reimburse, indemnify and hold County its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages, or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Agreement or due to the acts or omissions of Sponsor. This provision shall survive termination or expiration of this Agreement.

Section 10. Remedies.

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

Section 11. No Third Party Beneficiaries.

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the County and/or Sponsor.

Section 12. Insurance.

County, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the rights to require insurance coverages throughout the term of this Agreement. If County determines insurance is required to perform this Agreement, Sponsor shall, at its sole cost and expense, maintain in full force and effect at all times during the life of this Agreement, insurance coverages and limits (including endorsements), as described in Exhibit "B". Sponsor shall provide the County with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements of Sponsor to maintain or not to maintain insurance is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Sponsor under this Agreement. County reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

Section 13. Severability.

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

Section 14. Notice.

All notices required in this Agreement shall be sent by certified mail, return receipt requested, hand delivery or other delivery service.

If sent to the County, notices shall be addressed to:
Director, Special Facilities
2700 6th Avenue South
Lake Worth Florida, 33461

With a copy to:

Palm Beach County Attorney's Office
301 North Olive Ave. Suite 601
West Palm Beach, Florida 33401

If sent to the Sponsor, notices shall be addressed to:

Food Truck Invasion Inc.
PO BOX 56-2019
Pinecrest, FL 33256-2019
Attn: Carilyn Simon

Section 15. Independent Contractor Relationship.

Sponsor, is and shall be, in the performance of all work, services and activities under this Agreement, an Independent Contractor, and not an employee, agent, or servant of County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Sponsor's sole direction, supervision, and control. The Sponsor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Sponsor's relationship and the

relationship of its employees to the County shall be that of an Independent Contractor and not as employees or agents of the County.

The Sponsor does not have the power or authority to bind the County in any promise, agreement or representation.

Section 16. Entirety of Contractual Agreement.

The County and Sponsor agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

Section 17. Nondiscrimination.

Sponsor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information.

Section 18. Inspector General Audit Requirements

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Sponsor, its officers, agents, employees and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the County has made and executed this Agreement on behalf of the County and Sponsor has hereunto set its hand the day and year above written.

PALM BEACH COUNTY WITNESS


Signature

ANDREW HOLZINGER
Name (type or print)

PALM BEACH COUNTY


Department Director/Designee

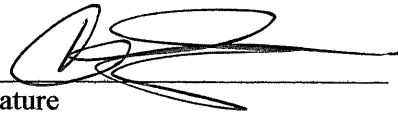
ERIC CALL
Name (type or print)

SPONSOR WITNESS


Signature

Steve Simon
Name (type or print)

SPONSOR – Food Truck Invasion Inc.


Signature

Carilyn Simon
Name (type or print)

Approved as to Form and
Legal Sufficiency

By: 
Assistant County Attorney

EXHIBIT “A”

Sponsorship Benefits

- a) Distribution of Family Food Truck Series promotional materials to Amphitheater email database.
- b) Posting of Family Food Truck Series promotional materials on Palm Beach County website and the Sunset Cove Amphitheater Facebook Page.
- c) Food Truck Invasion Inc. Public Acknowledgement and thank you over PA system during event.

County shall supply sponsor with a black and white logo in Vector based EPS format **OR** TIFF, 300 resolution **OR** higher format **OR** JPEG format via email.

EXHIBIT “B”

Insurance

Sponsor Certificate of Insurance inclusive of Commercial General Liability coverage per Palm Beach County Risk Management Requirements.



CERTIFICATE OF LIABILITY INSURANCE

5760

DATE (MM/DD/YYYY)
8/27/2015

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 Sharp Insurance Agency 6175 NW 153 Street Ste 200 Miami Lakes, FL 33014	CONTACT NAME: Michelle de Mota PHONE (A/C, No, Ext): (305) 825-8580 FAX (A/C, No): (305) 825-8581 E-MAIL ADDRESS: info@sharpins.com	
	INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED Food Truck Invasion, Inc PO Box 56-2019 Miami FL 33256-2019	INSURER A: Rps-burlington Insurance Company 23620	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****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 INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
X	GENERAL LIABILITY <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	X	HBD10005967	11/22/2014	11/22/2015	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ Excluded
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ Included
							\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION\$					EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				WC STATUTORY LIMITS	OTHE-R
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$

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

FOOD TRUCK EVENT ORGANIZER
 PALM BEACH COUNTY BOARD OF COUNTRY COMMISSIONERS IS ENDORSED AS AN ADDITIONAL INSURED ON COMMERCIAL GENERAL LIABILITY
 FOOD TRUCK INVASION - 1st & 3rd Wednesdays of each Month

CERTIFICATE HOLDER**CANCELLATION**

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS C/O SPECIAL EVENTS DEPARTMENT 2700 6th Avenue South Lake Worth, FL 33461	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 <i>Heleonal Gonzalez</i>
---	---

© 1988-2010 ACORD CORPORATION. All rights reserved.

ACORD 25 (2010/05)

The ACORD name and logo are registered marks of ACORD

Delivered By EzCOI.com