

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

Meeting Date: January 10, 2017

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 adopt: a Resolution approving a revised standard Sponsorship Agreement form.

**Summary:** Parks and Recreation Department uses a standard Board of County Commissioners' approved Sponsorship Agreement to enable the solicitation of sponsorships as a means of generating funds for improving our programs and services offered to the public with the least amount of financial impact to its citizens. This Resolution amends Resolution 2008-0442, by revising the standard Sponsorship Agreement form to further clarify responsibilities of the sponsor, clarify signing authority, conform to County Code, and include updated exhibits. Countywide (AH)

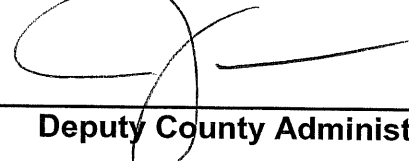
**Background and Justification:** On March 11, 2008, the Board adopted Resolution 2008-0442 establishing the standard Sponsorship Agreement form and delegating authority to the County Administrator, Director and Assistant Director for the Parks and Recreation Department to execute the standard Agreement form for sponsorships. The Department customarily budgets operating funds to host a variety of leisure activities, including but not limited to sports leagues, equestrian events, special events, afterschool activities, leisure programming, and nature-based programming. Although the Department seeks donations to supplement these events, area businesses often desire a reciprocal relationship. In response to developing a reciprocal relationship with area businesses, the Department established a standard Sponsorship Agreement form, which allows the sponsor to receive benefits in exchange for cash or in-kind services to the Department.

The attached Resolution revises the standard Sponsorship Agreement form to further clarify responsibilities of the sponsor, clarify that the County Administrator will execute Agreements valued more than \$15,000, but not more than \$50,000, conform to County Code, and include updated exhibits.

**Attachment:** Resolution amending Resolution 2008-0442

Recommended by:   
Department Director

12-13-16  
Date

Approved by:   
Deputy County Administrator

12-28-16  
Date

**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2017	2018	2019	2020	2021
Capital Expenditures	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Program Income (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
In-Kind Match (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
<b>NET FISCAL IMPACT</b>	* <u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	<u>0</u>				

Is Item Included in Current Budget? Yes \_\_\_ No \_\_\_

Budget Account No.: Fund \_\_\_ Department \_\_\_ Unit \_\_\_  
 Revenue Source \_\_\_ Program N/A

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

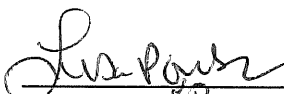
\* There is no fiscal impact associated with this item.

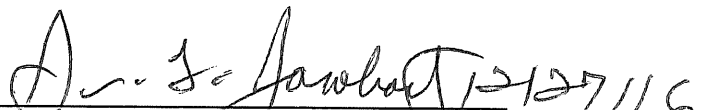
**C. Departmental Fiscal Review:**

  
\_\_\_\_\_

**III. REVIEW COMMENTS**

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

  
 OFMB HP  
 12/13  
 12/15/16  
 12/14

  
 Contract Development and Control  
 12/27/16

**B. Legal Sufficiency:**

  
 Assistant County Attorney  
 12-28-16

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

REVISED 10/95  
 ADM FORM 01

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

The foregoing Resolution was offered by Commissioner \_\_\_\_\_ who moved its adoption. The motion was seconded by Commissioner \_\_\_\_\_ and upon being put to a vote, the vote was as follows:

- Commissioner Paulette Burdick, Mayor
- Commissioner Melissa McKinlay, Vice Mayor
- Commissioner Hal R. Valeche
- Commissioner Dave Kerner
- Commissioner Steven L. Abrams
- Commissioner Mary Lou Berger
- Commissioner Mack Bernard

The Mayor thereupon declared this Resolution duly passed and adopted this \_\_\_\_ day of \_\_\_\_\_, 2017.

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY

By: \_\_\_\_\_  
Assistant County Attorney

PALM BEACH COUNTY, FLORIDA  
BOARD OF COUNTY COMMISSIONERS

Sharon R. Bock, Clerk & Comptroller  
Palm Beach County

By: \_\_\_\_\_  
Deputy Clerk

AGREEMENT BETWEEN PALM BEACH COUNTY  
AND \_\_\_\_\_  
FOR A SPONSORSHIP AGREEMENT  
AT THE \_\_\_\_\_

This Agreement is made as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, 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 \_\_\_\_\_ ( an individual, a corporation authorized to do business in the State of Florida) herein after referred to as the "Sponsor", both being referred to collectively as the "parties".

WHEREAS, County owns and operates \_\_\_\_\_, hereinafter referred to as the "Venue"; and

WHEREAS, County is hosting \_\_\_\_\_, on \_\_\_\_\_ (hereinafter the "Event") at the Venue; and

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 \_\_\_\_\_ sponsor for the Event; and

WHEREAS, Sponsor desires to Sponsor the Event 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 \_\_\_\_\_, 20 \_\_\_\_ and shall terminate on \_\_\_\_\_, 20 \_\_\_\_.

Section 3. Payment.

The total amount to be paid by Sponsor to the County under this Agreement shall be \_\_\_\_\_ (\$\_\_\_\_\_). Sponsor shall make full payment to County within ten (10) days of execution of this Agreement. Failure by Sponsor to make full payment of \_\_\_\_\_ (\$\_\_\_\_\_ ) within the specified time frame may result in termination of this Agreement by County. Payment shall be mailed to\_\_\_\_\_.

*AND/OR*

Sponsor shall provide \_\_\_\_\_ of in-kind services to the County by \_\_\_\_\_. Such services shall be provided in accordance with this Agreement and as more particularly described in Exhibit “\_\_\_”, attached hereto and incorporated herein by reference. *(Use if Sponsor is providing in-kind services to the County)*

Section 4. Sponsorship Benefits.

- A. Sponsor shall be considered a \_\_\_\_\_ Sponsor during the Event, which means \_\_\_\_\_.
- B. The Sponsorship benefits Sponsor shall receive for sponsoring the Event shall be \_\_\_\_\_, as more particularly described in Exhibit “\_\_\_”.
- C. County shall provide space for Sponsor to display a \_\_\_\_\_ (size) banner at the Venue during the Event. The banner shall be displayed from \_\_\_\_\_ (a.m./p.m.) to \_\_\_\_\_ (a.m./p.m.) on \_\_\_\_\_. *(Use if Sponsor is displaying a banner)*
- D. Sponsor may include its logo on \_\_\_\_\_, for advertising during the Event, and as more particularly described in Exhibit “\_\_\_”. *How many times will the logo be displayed? How big will the logo be?*
- E. Sponsor shall receive \_\_\_\_\_ tickets for the Event. The tickets shall available for pickup at \_\_\_\_\_. *OR* Sponsor shall receive \_\_\_\_\_ tickets for the Event at a discounted rate of \_\_\_\_\_. The tickets shall be available for pickup at \_\_\_\_\_. *(Use if Sponsor is receiving tickets for the show.)*
- F. *(Include only if Sponsor is passing out materials during the Event):* County shall provide space, as more specifically described in Exhibit “\_\_\_”, attached hereto and incorporated herein by reference (“Space”), at the Venue, for Sponsor to set up a booth to pass out material during the Event. Sponsor may set up the booth beginning \_\_\_\_\_ (a.m./p.m) on \_\_\_\_\_, and must close the booth and remove all equipment from the Space, and restore the Space to at least its original condition by \_\_\_\_\_ (a.m./p.m.) on \_\_\_\_\_.

Section 5. Sponsorship Standards/Criteria.

- A. The banner/logo/advertising material 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, devices, 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 banner/logo/material/advertising, County is in no way establishing or promoting Sponsor's view as the County's.
- E. During the Event, 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.
- F. *(Use only if a banner is being displayed at the event)* County shall determine, in its sole discretion, whether the banner is in a displayable condition.
- G. *(Use only if a banner is being displayed at the event)* Regardless of cause, Sponsor shall, at its sole cost and expense, replace the banner when County has notified Sponsor the banner is no longer in a displayable condition.

Section 6. Sponsor's Responsibilities.

- A. At least \_\_\_\_ days prior to the Event, Sponsor shall submit all full advertising designs/logos/material to County for review and approval. If County determines the advertisement/logo/material does not comply with County's advertising standards, the Sponsor shall submit another sample to County until approval is granted. Any advertising/logo/material 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.
- B. *(Include only if Sponsor is passing out material during the Event)* Sponsor shall provide all equipment Sponsor needs to set up its booth and pass out its material at the Space.

Section 7. County's Responsibilities.

- A. County shall determine, in County's sole discretion, where the *banner/logo/advertising material* will be displayed in the Venue, the size of Sponsor's logo and where the logo will be displayed on the advertising material for the Event.
- B. County shall be responsible for hanging and removing the banner before and after the Event. County shall not be liable for any damage that may occur to the banner while hanging or removing the banner, or while the banner is displayed during the Event. *(Use only if Sponsor is hanging a banner at the Event.)*
- C. *(Include only if Sponsor is passing out material during the Event and County is providing equipment to Sponsor to set up the booth)* County shall provide \_\_\_\_\_ ("Equipment"), to Sponsor for Sponsor's use to pass out material at a booth in the Space. Sponsor shall return all Equipment to County in at least its original condition. Sponsor shall be liable for any damage that occurs to the Equipment.
- D. Upon expiration or termination of this Agreement, the banner shall be returned to Sponsor. *(Use only if a banner is being displayed at the 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 this Agreement shall 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 hereafter existing at law or 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. 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, Contractor 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 “\_\_”. Contractor 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 Contractor 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 Contractor 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 12. 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 circumstance 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 13. 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:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



Section 14. 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. The Sponsor does not have the power or authority to bind the County in any promise, agreement or representation.

Section 15. 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.

**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**

**PALM BEACH COUNTY**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Department Director/Designee

\_\_\_\_\_  
Name (type or print)

\_\_\_\_\_  
Name (type or print)

**SPONSOR WITNESS**

**SPONSOR**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (type or print)

\_\_\_\_\_  
Name (type or print)

Approved as to Form and  
Legal Sufficiency

By: \_\_\_\_\_  
Assistant County Attorney

**AGREEMENT BETWEEN PALM BEACH COUNTY  
AND \_\_\_\_\_  
FOR A SPONSORSHIP AGREEMENT**

**THIS SPONSORSHIP AGREEMENT**, hereinafter referred to as the "Agreement," is made and entered into on \_\_\_\_\_, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "COUNTY," and \_\_\_\_\_, a \_\_\_\_\_, authorized to conduct business in the State of Florida, hereinafter referred to as "SPONSOR".

**WITNESSETH:**

**WHEREAS**, COUNTY, by and through its Parks and Recreation Department, hereinafter referred to as the "Department," desires to enhance 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 through SPONSORS who receive sponsorship benefit appropriations pursuant to the terms and conditions of this Agreement; and

**WHEREAS**, COUNTY desires to generate revenue by allowing SPONSOR to become a COUNTY SPONSOR; and

**WHEREAS**, SPONSOR desires to sponsor COUNTY and receive sponsorship benefits in accordance with this Agreement; and

**WHEREAS**, generating revenue through sponsorships serves a public purpose; and

**WHEREAS**, both parties desire to enter into this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, COUNTY and SPONSOR hereby agree as follows:

1. **Term:** This Agreement shall commence on \_\_\_\_\_, and shall terminate on \_\_\_\_\_.
2. **Location:** The SPONSOR hereby sponsors the following described **premises/program**, as more particularly depicted in **Exhibit "A"**, (the "**Premises/Program**") to have and hold under the conditions set forth herein:  
**XYZ Premises/Program @ XYZ Park at XYZ Location**
3. **Payment:** The total non-refundable amount payable to COUNTY by SPONSOR under this Agreement shall be \_\_\_\_\_ dollars (\$\_\_\_\_\_). SPONSOR shall make payment to COUNTY **within XYZ timeframe**. Failure by SPONSOR to make full payment within the specific time frame may result in termination of this Agreement. Please make check payable to: "Board of County Commissioners" Payment shall be mailed to:

Palm Beach County Parks and Recreation Department  
Attn: Director, Financial & Support Services Division  
2700 6th Avenue S  
Lake Worth, FL 33461

4. **Sponsorship Benefits:** COUNTY shall provide SPONSOR with benefits as more particularly described in Exhibit "B", which is attached hereto and incorporated herein by reference.
5. **Advertising Standards/Criteria:**
  - a) COUNTY prohibits 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.
  - b) COUNTY prohibits logos or advertisements that are false, misleading or deceptive statements or material; relates to an illegal activity; include explicit sexual material, obscene material, or material harmful to minors; advertises tobacco products or electronic cigarettes; includes language that is obscene, vulgar, profane or scatological; relates to instruments, devises, items, projects, or paraphernalia that are designed for use in connection with specific sexual activities; depicts violence and/or anti-social behavior.
  - c) COUNTY has sole discretion to approve or deny the SPONSOR's use or display of any logos or advertisements. COUNTY's approval of SPONSOR's logos or advertisements shall not be construed as promotion or endorsement of SPONSOR's business, products, or services.
6. **Termination by COUNTY:** In addition to the termination rights provided in Article 8 below, COUNTY reserves the right to terminate this Agreement without cause, following its signing by COUNTY, effective upon delivery of written notice of termination to SPONSOR at least \_\_\_\_\_ ( ) days prior to the effective date hereof. In such event, this Agreement will terminate without further action or payment and at the consideration of the Department Director the COUNTY may return to SPONSOR, a percentage of any payment that has been made to COUNTY. Effective upon termination all sponsorship benefits provided in Article 4, above shall immediately cease. COUNTY will not be held liable for any damages resulting from such termination.
7. **Termination by SPONSOR:** SPONSOR may terminate this Agreement without cause subject to COUNTY approval, following its signing by COUNTY, effective upon delivery of written notice of termination to COUNTY at least \_\_\_\_\_ ( ) days prior to the effective date hereof provided, however, such termination shall not be effective until the value of goods/services exchanged by COUNTY and SPONSOR is equal. In such event, this Agreement will terminate without further action or payment and at the consideration of the Department Director the COUNTY may return to SPONSOR, a percentage of any payment that has been made to COUNTY. Effective upon termination all sponsorship benefits provided in Article 4, above shall immediately cease.
8. **Default:** If SPONSOR or COUNTY, at any time during the initial term or any additional term of this Agreement, should be in default (i.e. commit a material breach) of this Agreement, and shall fail to remedy such default within \_\_\_\_\_ ( ) days after written notice of such default from the other party, then the non-defaulting party may, at its option, terminate this Agreement by giving the defaulting party written notice of its election to terminate this Agreement, and specifying the effective date thereof, after the expiration of such \_\_\_\_\_ ( ) day opportunity to cure, and at least \_\_\_\_\_ ( ) days prior to the effective date of said termination.
9. **No Assignment:** SPONSOR may not assign any rights, responsibilities, or obligations required under this Agreement. Any such attempted assignment is a material breach of this Agreement and cause for immediate termination.

10. **Department Representative:** The Department's authorized representative for this Agreement is:

Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

11. **Insurance Requirements:** If applicable, it is the responsibility of SPONSOR to provide proof of the required insurance coverages specified on Insurance Requirements, attached hereto as **Exhibit "C"**.

Such proof of insurance must be provided to the Department's authorized representative prior to the execution of this Agreement or no later than \_\_\_\_\_ ( ) days prior to the effective date hereof, at the COUNTY's discretion.

12. **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. Additionally, sponsors, advertisers and/or any agent of SPONSOR or advertiser will indemnify the COUNTY from all liability for actions or loss arising from but not limited to: injuries or damage arising from the placement or presence of promotional materials; content, trademark and copyrighted infringement; placement, installation, or maintenance; graffiti on, damage to, or defacement of promotional materials. The obligations arising under this provision will survive the expiration or termination of this Agreement.

13. **Notices:** All notices required by this Agreement are to be hand delivered or sent by certified mail, return receipt requested to:

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

Palm Beach County Parks and Recreation Department  
Attn: \_\_\_\_\_  
2700 6th Avenue South  
Lake Worth, Florida 33461

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

\_\_\_\_\_  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

15. **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.
16. **Availability of Funds:** The fulfillment of this Agreement and all obligations of COUNTY hereunder are subject to and contingent upon annual budgetary appropriations by the Board of County Commissioners.
17. **Arrears:** SPONSOR is not to pledge or attempt to pledge COUNTY's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. SPONSOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.
18. **Authorization:** This Agreement is executed by an individual legally authorized to fully bind SPONSOR to all terms and conditions of this Agreement.
19. **Public Entity Crimes:** As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, SPONSOR certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).
20. **Severability:** In the event any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will not be affected, and every other term and provision of this Agreement will be deemed valid and enforceable to the extent permitted by law.
21. **Access and Audits:**  
 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 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.
22. **Waiver:** The failure of COUNTY to insist upon strict performance of any of the agreements, terms, covenants or conditions of this Agreement, does not constitute a waiver of any rights or remedies that COUNTY may have for any subsequent breach, default, or non-performance, and COUNTY's right to insist on strict performance of this Agreement will not be affected by any previous waiver of course or dealing.
23. **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.

SPONSOR has submitted to County a copy of its non-discrimination policy which is consistent with the above paragraph, as contained in Resolution R-2014-1421, as amended, or in the alternative, if the SPONSOR does

not have a written non-discrimination policy or one that conforms to the County's policy, it has acknowledged through a signed statement provided to COUNTY that SPONSOR will conform to the County's non-discrimination policy as provided in R-2014-1421, as amended.

24. **Regulation; Licensing Requirements:** SPONSOR agrees to comply with all laws, ordinances and regulations applicable to its use of the premises. SPONSOR is presumed to be familiar with all applicable federal, state, and local laws, ordinances, codes and regulations.
  
25. **Criminal History Records Check:** If SPONSOR's employees or subcontractors are required under this contract to enter a "critical facility," as identified in Resolution R-2003-1274, the SPONSOR shall comply with the provisions of Chapter 2, Article IX of the Palm Beach County Code ("Criminal History Records Check" section). The SPONSOR acknowledges and agrees that all employees and subcontractors who are to enter a "critical facility" will be subject to a fingerprint based criminal history records check. Although COUNTY agrees to pay for all applicable FDLE/FBI fees required for criminal history record checks, the SPONSOR shall be solely responsible for the financial, schedule, and staffing implications associated in complying with this section of the Palm Beach County Code.
  
26. **Entirety of Agreement:** 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.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

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

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS:**

By: \_\_\_\_\_  
Director / Assistant Director  
Palm Beach County Parks and Recreation Department

**If Agreement Value  
Exceeds \$15,000.00, But Not More Than \$50,000.00:**

**County Administrator**

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

**If Agreement Value  
Exceeds \$50,000.00:**

**COUNTY:  
Board of County Commissioners**

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

**ATTEST:  
Clerk & Comptroller**

\_\_\_\_\_  
Deputy Clerk

**WITNESS**

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print

**SPONSOR –**

By: \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print

\_\_\_\_\_  
Title

**APPROVED AS TO  
FORM AND LEGAL SUFFICIENCY:**

**County Attorney**

\_\_\_\_\_

**EXHIBIT "A"**  
**SPONSORSHIP AGREEMENT**  
***Premises/Program***



**EXHIBIT "B"**  
(1 of 1)

**SPONSORSHIP AGREEMENT**

***Sponsorship Benefits during the term of this Agreement***

**EXHIBIT "C"**

(1 of 3)

**SPONSORSHIP AGREEMENT*****Insurance Requirements***

SPONSOR will maintain in full force and effect, on a primary basis and at its sole expense, at all times during the life of this Agreement, insurance coverages and limits (including endorsements) as described herein. Failure to maintain the required insurance will be considered default of this Agreement. The requirements contained herein, as well as COUNTY's review or acceptance of insurance maintained by SPONSOR, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by SPONSOR under the Agreement. SPONSOR agrees to provide the COUNTY with at least \_\_\_\_\_ ( ) days prior notice of any cancellation, non-renewal or material change to the insurance coverages.

**Palm Beach County Parks & Recreation Department Representative to mark as applicable:**

**No Insurance Required:** Based on scope of services, SPONSOR shall not be required to provide insurance.

**Commercial General Liability:** SPONSOR shall maintain Commercial General Liability at a limit of liability not less than **\$1,000,000** Each Occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.

**Liquor Liability:** if alcoholic beverages (including beer, wine, and spirits) are for sale at the event, the SPONSOR AND VENDOR shall maintain Liquor Liability coverage and the Certificate of Insurance must state that Liquor Liability coverage is included with a minimum limit of liability of **\$1,000,000** Each Occurrence. The policy must not exclude either Personal Injury/Advertising Injury, Damage to Rented Premises, or Products/Completed Operations.

If no admission or similar fee is charged at any type of event and alcoholic beverages are served at no charge, the Certificate of Insurance must state that Host Liquor Liability Coverage has been secured with a minimum limit of liability of **\$1,000,000** Each Occurrence.

**Participant Liability:** SPONSOR shall maintain Participant Liability at a limit of liability not less than **\$25,000** Each Occurrence.

**Auto Liability:** SPONSOR shall maintain Business Auto Liability at a limit of liability not less than **\$500,000** Each Occurrence for all owned, non-owned, and hired automobiles. In the event SPONSOR owns no automobiles, the Business Auto Liability requirement shall be amended allowing SPONSOR to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form.

**Workers' Compensation Insurance & Employer's Liability:** SPONSOR shall maintain Workers' Compensation & Employer's Liability in accordance with Florida Statute Chapter 440.

**EXHIBIT "C"**

(2 of 3)

**Professional Liability:** SPONSOR shall maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than **\$1,000,000** Each Claim. When a self-insured retention (SIR) or deductible exceeds **\$10,000**, COUNTY reserves the right, but not the obligation, to review and request a copy of SPONSOR's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, SPONSOR shall maintain a Retroactive Date prior to or equal to the effective date of this Agreement. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims – made" form. If coverage is provided on a "claims-made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage. In the event the policy is canceled, not renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Agreement, SPONSOR shall purchase a SERP with a minimum reporting period not less than three (3) years.

**Additional Insured Clause:** Except as to Business Auto, Workers' Compensation and Employer's Liability (and Professional Liability, when applicable) the Certificate(s) of Insurance shall clearly confirm that coverage required by this Agreement has been endorsed to include COUNTY as Additional Insured. As such, said Certificate(s) shall specifically include: "Palm Beach County, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents."


**Waiver of Subrogation:** SPONSOR hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then SPONSOR shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should SPONSOR enter into such an agreement on a pre-loss basis.


**Certificates of Insurance:** Prior to execution of the Agreement, the SPONSOR shall deliver to the COUNTY Certificate(s) of Insurance evidencing that all types and amounts of insurance coverage required by this Agreement have been obtained and are in full force and effect. In addition, the SPONSOR shall provide this evidence to the COUNTY prior to the expiration date of any such insurance required herein. Such Certificate(s) of Insurance shall include a minimum ten (10) day endeavor to notify due to cancellation of coverage. Certificates of Insurance are to be sent to:

Palm Beach County Board of County Commissioners  
 C/O Parks and Recreation Department  
 Attn: \_\_\_\_\_  
 2700 Sixth Avenue South  
 Lake Worth, Florida 33461

**EXHIBIT "C"**

(3 of 3)

 **Umbrella or Excess Liability:** If necessary, SPONSOR may satisfy the minimum limits required above for Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for Commercial General Liability, Business Auto Liability, or Employer's Liability. The COUNTY shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

 **Right to Revise or Reject:** COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements, herein from time to time throughout the term of this Agreement. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.