

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: December 4, 2018

☒ 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: executed Sponsorship Agreement with Food Truck Invasion Inc., cash sponsorship of a series of twenty four Family Night with Food Truck Invasion events, Sunset Cove Amphitheater, for the period October 3, 2018, through September 18, 2019.

Summary: This Sponsorship Agreement has been fully executed on behalf of the Board of County Commissioners (Board) by the Director of the Parks and Recreation Department and the County Administrator in accordance with Resolution 2008-0442, amended by Resolution 2017-0102. Sponsorship events help offer a balanced schedule of events which promote the quality of life in the communities we serve. The Department is now submitting this agreement in accordance with County PPM CW-O-051, which requires all delegated contracts/agreements/grants to be submitted by the initiating Department to the Board as a Receive and File agenda item. District 5 (AH)

Background and Justification: The Sponsorship Agreement (Resolution 2008-0442, amended by Resolution 2017-0102) 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 and in response to these requests the Board adopted Resolution 2008-0442, amended by Resolution 2017-0102 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 of Parks and Recreation authority to execute Sponsorship Agreements not-to-exceed \$10,000, with Sponsorship Agreements between \$10,000 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 of Parks and Recreation Department and the County Administrator 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

10/31/18
Date

Approved by: 
Assistant County Administrator

11/15/18
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2019	2020	2021	2022	2023
Capital Expenditures	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>5,360</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>(19,000)</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>
NET FISCAL IMPACT	<u>*(13,640)</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>				

Is Item Included in Current Budget? Yes X No
Does this item include the use of federal funds? Yes No X

Budget Account No.: Fund 0001 Department 580 Unit 5206
Object various / Revenue 6600 Program

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


Sponsor	Revenue	Expense
Food Truck Invasion, Inc.	\$19,000	\$5,360
Totals	\$19,000	\$5,360

*Estimated net revenue for this agreement is \$13,640. Actual operating costs will be determined at the termination of the agreement.

C. Departmental Fiscal Review: hust hl 10/30/18

III. REVIEW COMMENTS

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


 OFMB

Imag Hhs for Leon Jacobowitz
Contract Development and Control
11/14/18 *Im*

B. Legal Sufficiency:

Anne Helfant 11-16-18
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**

THIS SPONSORSHIP AGREEMENT, hereinafter referred to as the "Agreement," is made and entered into on 9th day of September, 2018 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 Food Truck Invasion, Inc, a Florida Profit Corporation, 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 Every first and third Wednesday beginning on Wednesday, October 3, 2018, and shall terminate on September 18, 2019.
2. **Location:** The SPONSOR hereby sponsors the following described Sunset Pavilion, as more particularly depicted in **Exhibit "A"**, (the "Family Nights with Food Truck Invasion") to have and hold under the conditions set forth herein:

Family Nights with Food Truck Invasion at Sunset Pavilion

3. **Payment:** The total non-refundable amount payable to COUNTY by SPONSOR under this Agreement shall be Nineteen Thousand dollars (\$19,000.00). SPONSOR shall make payment to COUNTY (1) payment of \$4,750.00 by Monday, October 1, 2018, (1) payment of \$4,750.00 by Monday, December 3, 2018, (1) payment of \$4,750.00 by Monday, February 4, 2019 and (1) payment of \$4,750.00 by Monday, April, 29, 2019. 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

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, devices, 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 Five (5) 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 Sixty (60) 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 Fourteen (14) 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 Third (3rd) day opportunity to cure, and at least Three (3) 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:

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 Three (3) 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: Special Facilities Director
2700 6th Avenue South
Lake Worth, Florida 33461

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

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

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:** The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the SPONSOR warrants and represents that throughout the term of the Contract, including any renewals thereof, if applicable, that all of its employees are treated equally during employment without regard to race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity or expression, disability, or genetic information. Failure to meet this requirement shall be considered default of the Contract.
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:** The SPONSOR, SPONSOR's employees, subcontractors of the SPONSOR and employees of subcontractors shall comply with Palm Beach County Code, Section 2-371 – 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), for unescorted access to critical facilities ("Criminal Facilities") or criminal justice information facilities ("CJI Facilities") as identified in Resolution R2003-1274, as amended. The SPONSOR is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the SPONSOR acknowledges that its Contract price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the COUNTY.

This Contract may include sites and/or buildings which have been designated as either "critical facilities" or "criminal justice information facilities" pursuant to the Ordinance and Resolution R2003-1274, as amended. COUNTY staff representing the COUNTY department will contact the SPONSOR(S) and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The SPONSOR shall make every effort to collect the badges of its employees and its subcontractors' employees upon conclusion of the contract and return them to the COUNTY. If the SPONSOR or its subcontractor(s) terminates an employee who has been issued a badge, the SPONSOR must notify the COUNTY within two (2) hours. At the time of termination, the SPONSOR shall retrieve the badge and shall return it to the COUNTY in a timely manner.

The COUNTY reserves the right to suspend the SPONSOR if the SPONSOR 1) does not comply with the requirements of County Code Section 2-371 – 2-377, as amended; 2) does not contact the COUNTY regarding a terminated SPONSOR employee or subcontractor employee within the stated time; or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy

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: Eri Coe 9-7-18
Signature Date
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: M Baker 9/24/18
Signature Date

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

**ATTEST:
Clerk & Comptroller**

By: _____
Deputy Clerk

**COUNTY:
Board of County Commissioners**

By: _____
Mayor

WITNESS

By: [Signature] 8/11/18
Signature Date
Carilyn Simon
Print

SPONSOR - Food Truck Invasion, Inc..

By: [Signature] 8/11/18
Signature Date
Steve Simon
Print
Vice President
Title

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

County Attorney

By: Anne Delgant 9/5/18
Signature Date

**APPROVED AS TO
TERMS & CONDITIONS:**

Division Director

By: Paul D. Arnold 9/6/18
Signature Date

EXHIBIT "A"
SPONSORSHIP AGREEMENT

Premises/Program

County is hosting the Family Nights with Food Truck Invasion, twice each month in October, November, December 2018 and January, February, March, April, May, June, July, August and September 2019, at the venue.

EXHIBIT “B”

(1 of 1)

SPONSORSHIP AGREEMENT

Sponsorship Benefits during the term of this Agreement

- 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.

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 "C"

(1 of 2)

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 Thirty (30) 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 2)



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: Special Facilities Director
2700 Sixth Avenue South
Lake Worth, Florida 33461



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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/20/2017

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	CONTACT NAME: COI Dept
InsureFirst	PHONE (A/C No. Ext): (786)347-9191
344 W 65 St Ste 103	FAX (A/C No.):
Hialeah FL 32012	E-MAIL ADDRESS: COI@insfirst.com
INSURED	INSURER(S) AFFORDING COVERAGE
Food Truck Invasion, Inc	INSURER A: Rps-Hudson Specialty Insurance Company
P.O Box 56-2019	INSURER B: Rps-Scottsdale Insurance Company
Miami, FL 33256-2019	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	ADDITIONAL INSURER	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	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 type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X	HBD 100059673	11/22/2017	11/22/2018	EACH OCCURRENCE \$ 2,000,000 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"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> RETENTION \$ OCCUR CLAIMS-MADE		XBS0083690	11/22/2017	11/22/2018	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				WC STATUTORY LIMITS 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 County Commissioners is endorsed as An Additional Insured on Commercial general Liability Food Truck Invasion, Inc., 1st & 3rd and 2nd & 4th Wednesday of each Month"

CERTIFICATE HOLDER	CANCELLATION
Palm Beach County Board of Commissioners 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 Elio Alfonso/AV