

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: September 13, 2022 [X] Consent [ ] Regular  
[ ] Ordinance [ ] 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: an executed Sponsorship Agreement with Vic Canales Media Group, LLC, for a cash sponsorship in the amount of \$25,000 for the Annual 4<sup>th</sup> of July Celebration at Sunset Cove Amphitheater on July 4, 2022.

**Summary:** This Sponsorship Agreement has been fully executed on behalf of the Board of County Commissioners (BCC) by the County Administrator and Director of the Parks and Recreation Department 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 agreements to be submitted by the initiating Department to the BCC 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 BCC 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 BCC 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 BCC 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 has been executed on behalf of the BCC by the County Administrator and Director of Parks and Recreation Department in accordance with the authority delegated by the BCC, and is now being submitted to the BCC to receive and file.

**Attachment:** Sponsorship Agreement

Recommended by:  8-16-22  
Department Director Date

Approved by:  8/26/2022  
Assistant County Administrator Date

**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2022	2023	2024	2025	2026
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	(25,000)	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<u>(25,000)</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

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

Budget Account No.: Fund 3600 Department 581 Unit P442-27  
 Object \_\_\_\_\_ / Revenue 6690 Program \_\_\_\_\_


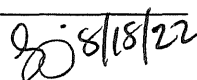
**B. Recommended Sources of Funds/Summary of Fiscal Impact:**

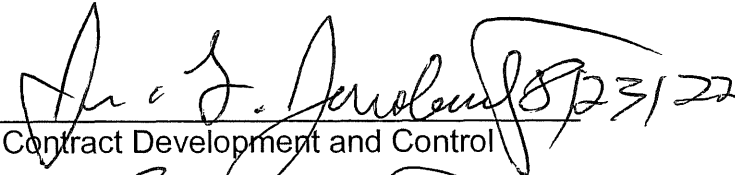
Sponsor	Revenue	Expense
Vic Canales Media Group	25,000	
<b>Totals</b>	<b>\$25,000</b>	

C. Departmental Fiscal Review: 

**III. REVIEW COMMENTS**

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

 8/18/22  
 OFMB 948/18  8/18/22

 8/23/22  
 Contract Development and Control  
 8-23-22 TW

**B. Legal Sufficiency:**

 8/24/22  
 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 VIC CANALES MEDIA GROUP, LLC  
FOR A SPONSORSHIP AGREEMENT**

**THIS SPONSORSHIP AGREEMENT**, hereinafter referred to as the "Agreement," is made and entered into on 27<sup>th</sup> day of June, 2022, 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 Vic Canales Media Group, LLC, a Florida Limited Liability Company, 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 July 4, 2022, and shall terminate on July 4, 2022.
2. **Location:** The SPONSOR hereby sponsors the following described 'Annual 4<sup>th</sup> of July Celebration at Sunset Cove Amphitheater, as more particularly depicted in **Exhibit "A"**, (the "Annual 4<sup>th</sup> of July Celebration at Sunset Cove Amphitheater") to have and hold under the conditions set forth herein:  
**Annual 4<sup>th</sup> of July Celebration at Sunset Cove Amphitheater**
3. **Payment:** The total non-refundable amount payable to COUNTY by SPONSOR under this Agreement shall be twenty-five thousand dollars (\$25,000.00). SPONSOR shall make payment to COUNTY in full upon signing of this agreement. 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, 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 thirty (30) 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 thirty (30) 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 fourteen (14) 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.

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

Name: Katie Kollmeyer, Recreation Specialist III Phone Number: 561-963-6702.

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"**.

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: Paul Connell  
2700 6th Avenue South  
Lake Worth, Florida 33461

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

Vic Canales Media Group, LLC  
Attn: Victor Canales  
8895 N Military Trail Suite 206C  
Palm Beach Gardens, FL 33410

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 ("Critical Facilities") or criminal justice information facilities ("CJI Facilities") as identified in Resolutions R2013-1470 and R2015-0572, 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 above referenced Resolutions, 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.
27. **Counterparts:** This Agreement, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same Agreement. The COUNTY may execute the Agreement through electronic or manual means. SPONSOR shall execute by manual means only, unless the COUNTY provides otherwise.

(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: Eric Call 6-21-22  
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: VC Baker 6/27/22  
Signature Date

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

**COUNTY:  
Board of County Commissioners**

**ATTEST:  
Clerk of the Circuit Court & Comptroller**

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

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

**WITNESS**

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

**SPONSOR - Vic Canales Media Group, LLC**

By: [Signature] 6-15-2022  
Signature Date  
VICTOR J CANALES  
Print  
PRESIDENT  
Title

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

**County Attorney**

By: [Signature] 6-17-22  
Signature Date  
for Anne Helfant

**APPROVED AS TO  
TERMS & CONDITIONS:**

**Division Director**

By: [Signature] 6/17/22  
Signature Date  
for Paul Connell



**EXHIBIT "A"**  
**SPONSORSHIP AGREEMENT**

***Program***

**Vic Canales Media Group, LLC will sponsor the Parks & Recreation Department's Annual 4<sup>th</sup> of July Celebration at Sunset Cove Amphitheater.**

**The Palm Beach County Parks and Recreation Department presents the 14th Annual 4th of July Celebration - a free event that will feature a fireworks display, concert featuring Journey Tribute band, Odyssey Road, kid's fun zone, and more.**

**Monday, July 4, 2022  
Gates open 5:30 p.m.  
Performance starts 7:00 p.m.  
Fireworks at 9:00 p.m.**

**Sunset Cove Amphitheater  
Burt Aaronson South County Regional Park  
20405 Amphitheater Circle, Boca Raton, FL 33498**



## EXHIBIT "B"

(1 of 1)

### SPONSORSHIP AGREEMENT

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

##### **County agrees to:**

- a) Arrange and coordinate the annual 4<sup>th</sup> of July Celebration at Sunset Cove Amphitheater.
- b) Market and promote the annual 4<sup>th</sup> of July Celebration at Sunset Cove Amphitheater.
- c) Provide graphics for one (1) 8 ½ X 11 event flyer which will include the SPONSOR logo and up to 10 partner logos as requested by SPONSOR.
- d) Permit vendor space for up to 10 sponsors at the event in an exclusive "Vendor Village." Vendor logistics, location, and site plan must be reviewed and approved by special events staff prior to the event.
- e) Allow Vic Canales Media Group, LLC to sell no more than 10 additional sponsorships for the event.
- f) Vic Canales Media Group, LLC will be the exclusive sponsor of the event.

##### **Sponsor agrees to:**

- a) Remit \$25,000.00 to Palm Beach County Board of County Commissioners. (W)
- b) Provide an additional \$25,000.00 in-kind sponsorship in a radio commercial bank for future use. (W)
- c) Sell no more than 10 additional sponsorships for the event. (W)
- d) Submit any additional marketing using COUNTY logo, Sunset Cove Amphitheater logo, and/or 4<sup>th</sup> of July Celebration graphics for approval through COUNTY staff prior to publication. (W)

##### **Additional terms:**

1. Additional advertising, signage and print material inclusive of the SPONSOR and subsequent partner logos may be used at COUNTY's discretion. (W)

# 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 N/A (N/A) 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: Paul Connell  
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.