

**SCHOOL DISTRICT OF ESCAMBIA COUNTY USE
AGREEMENT FOR FOOD TRUCK VENDOR SERVICES**

THIS AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into by and between The School District of Escambia County, FL, whose address is 75 North Pace Blvd., Pensacola, Florida 32505 (hereinafter referred to as "District") and

_____ whose address is _____

(hereinafter referred to as "Vendor"), for the purpose of developing a Use Agreement to utilize District property to provide food services to the District and schools. The Vendor will be listed on annual Approved Food Truck Vendor List. Annual renewals will not be required for approved food truck vendors in good standing. All approved food truck vendors will be required to report any change in the required insurance coverage as specified. Upon request by the District, approved food truck vendors shall provide proof of insurance coverage.

WITNESSETH

WHEREAS, the Vendor desires to use District property to provide the District/school with Food Truck services as requested by the District/school and more particularly described herein below; and,

WHEREAS, The Vendor is willing to use District property and agrees to be listed on an Approved Food Truck Vendor List for potential future events;

NOW, THEREFORE, in consideration of the representations and agreements contained herein, the parties hereby agree as follows:

A. VENDOR RESPONSIBILITIES AND REPRESENTATIONS:

The Vendor warrants the following:

1. Vendor shall be fully permitted and licensed to prepare, serve, and sell food in the State of Florida, County of Escambia, under all applicable laws, statutes, and ordinances. Vendor shall perform in compliance with all applicable health and fire codes, permits, restrictions, regulations, and laws.
2. The Vendor is an Independent Vendor and will perform all services specified in this Agreement in that capacity. The Vendor will not hire District employees to assist in the performance of this Agreement. Vendor shall be solely responsible for the collection, reporting, and payment of all taxes related to products sold at the event. The District/school is not obligated and does not agree to pay any federal, state, or local tax as a result of this Agreement. The District/school does not guarantee the Vendor any minimum or maximum amount of business under this Agreement.
3. To help to support student extracurricular activities at the schools, the Vendor may give a donation from its total sales revenue made at the school event to the host school site. Prior to leaving the event, the Vendor shall submit the donation to the designated site personnel.
4. No food truck sales can be held on school locations until at least thirty (30) minutes after the conclusion of the last designated meal service period during the school hours.

5. Vendor shall arrive at the District/school event location in sufficient time to be fully set up and ready to serve the food from its Food Truck a minimum of thirty (30) minutes prior to the start of the event and shall remain open serving food through the end of the event. Vendor shall participate, rain or shine, unless notified by the District/school that the event has been cancelled. Vendor and the District/school shall provide written notice of cancellation, at minimum, twenty-four (24) hours prior to the event when possible.
6. Vendor shall be equipped to accept cash and credit card for purchases from the Food Truck.
7. Vendor shall only utilize the space assigned to it by the District/school for any event. Vendor shall use its best efforts to ensure that its employees and subVendors comply with all site rules and regulations while on District/school property.
8. Vendor is responsible for the safety and security of their own property and equipment at all times. There will be limited security assigned to the entire event site. No security personnel will be assigned specifically to any particular vending area. Vendor assumes all risk of loss or damage to its property, regardless of cause. The District/school is not responsible for property that is lost, stolen, or damaged.
9. Vendor is responsible for providing all equipment needed to provide food truck services at any District/school event. Vendor shall provide all of its required electrical needs. Vendor shall maintain an approved fire extinguisher and first aid kit in the Food Truck at all times. Vendor shall ensure that grease, abrasives, and trash are not disposed of on District/school property.
10. Vendor shall complete all cleanup and depart the District/school event location within one (1) hour after the conclusion of the event. Vendor is responsible for leaving designated space as found. Failure to do so will result in, at the sole discretion of the District, charges to repair or correct any damage or alteration.
11. Vendor shall ensure that all signs, banners, and other advertising is contained within the assigned booth space. Vendor is responsible for supplying their own signage for their booth. Vendor shall not utilize advertising that displays and/or promotes any of the following: gang colors/symbols, alcohol, drugs, drug paraphernalia, or illegal activities. Vendor's signage shall not claim that it is an affiliate or partner of the District/school. The Vendor is prohibited from using the District/school logos for marketing and advertising purposes.
12. Vendor shall not use, sell, distribute, or in any way disseminate alcoholic beverages, tobacco, other substitute forms of cigarettes, clove cigarettes, or other smoking devices. The District/school is a tobacco and alcohol-free campus. No Vendor's employee or staff shall consume or have the presence of alcohol at the event. The use of any tobacco products at the event is prohibited. Violation of this condition shall result in the termination of Food Truck services for the event.

13. Vendor shall also abide by the following Code of Conduct:

- a) Vendor shall interact with guests, staff, volunteers, and all persons associated with the District/school event in a respectful manner at all times.
- b) Vendor shall be suitably and appropriately attired at all times, and to maintain acceptable personal hygiene.
- c) Vendor shall not engage in any behavior that is determined to threaten the safety of anyone participating in the District/school event in any capacity, nor engage in any behavior that is disruptive or interferes with the right of anyone associated with the District/school event to conduct appropriate business or freely enjoy the District/school event.
- d) The Vendor agrees to notify District within thirty (30) days after occurrence of any of the events, actions, debarments, proposals, declarations, exclusions, convictions, judgments, indictments, or terminations as described herein, with respect to the Vendor or its principals.

B. VENDOR'S STAFF REQUIREMENTS:

1. **CRIMINAL BACKGROUND CHECKS:** Unless the District provides an exception for a Line of Sight (LOS) background screening provision for one-time events at District administrative locations, Vendor must comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, Jessica Lundsford Act (JLA) by certifying that the Vendor and all of its employees who provide services under this Agreement have completed the background screening required by the referenced statutes and meet the standards established by the statutes. This certification will be provided to the District in advance of the Vendor providing any services on campus while students are present. The Vendor will bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Vendor and its employees. The Vendor will follow the procedures for obtaining employee background screening as outlined on the District Website: <http://ecsd-fl.schoolloop.com>. The parties agree that in the event that the Vendor fails to perform any of the duties described in this paragraph, this will constitute a material breach of the contract entitling the District to terminate immediately with no further responsibility to make payment or perform any other duties under this Agreement.

C. INSURANCE:

1. Vendor must provide, at least one (1) week prior to the event, a certificate of Insurance evidencing the following insurance coverage:
 - a) Commercial General Liability with minimum limits of \$1,000,000 each occurrence for Bodily Injury, Property Damage, Products and Completed Operation.
 - b) Business Automobile Liability Insurance with minimum coverage of \$250,000 (Bodily Injury) and \$100,000 (Property Damage).

c) The School Board of Escambia County shall be named as an additional insured. Refer to Attachment B – Escambia School District Risk Management Addendum (Food Trucks).

d) Insurance Certificates shall be sent to:

Escambia County School District,
Attn: Risk Management Dept.
75 North Pace Blvd.
Pensacola, FL 32505

Phone: 850-469-6162/Fax: (850) 469-6293

D. INDEMNIFICATION / NON-LIABILITY:

The Vendor explicitly agrees to indemnify and hold the Escambia County School Board and Escambia County School District harmless from any and all claims or cause of action arising out of, or in connection with the acts or omissions of the Vendor while performing services under this Use Agreement. The Vendor shall reimburse the Escambia County School Board for any costs, including, but not limited to, reasonable attorney's fees incurred in defense against any such claim.

E. DISTRICT REMEDIES FOR BREACH:

Vendor acknowledges that a breach of any of the terms of this Agreement may result in the termination of this Agreement and the preclusion of the vendor's participation in future District events. The District also reserves the right to terminate for its convenience at any time the Agreement and Approved Food Truck Vendor List.

F. NON-EXCLUSIVE AGREEMENT:

Under no circumstances shall this Agreement be construed or interpreted as an exclusive dealing agreement. The District/school is free at any time to contract for similar services with any other party, or to perform such services itself.

G. SUSPENSION OF SERVICES.

District reserves the right to suspend and reinstate execution of the whole or any part of the services without invalidating the provisions of this Agreement. Orders for suspension or reinstatement of services will be issued by the District to the Vendor in writing.

H. SUBSEQUENT CHANGES IN AGREEMENT:

This Agreement may be modified only by an amendment executed in writing by a duly authorized representative for each party.

I. NOTICES:

All notices given hereunder shall be in writing and deemed duly given upon personal delivery or on the third business day following the date on which each such notice is deposited postage prepaid in the U.S. Mail, registered or certified, return receipt requested. All notices shall be

delivered or sent to the other party at the address shown below or at any other address as the party may designate by ten (10) calendar days prior written notice in accordance with this provision.

If to District: The School District of Escambia County
Purchasing Department
75 North Pace Blvd.
Pensacola, FL 32505
Attn: Allison Watson, Director of Procurement

If to Vendor: _____

J. PUBLIC RECORDS:

This Use Agreement is subject to and governed by the laws of the state of Florida, including without limitation Chapter 119, Florida Statutes, which generally make public all records or other writings made or received by the parties. Refer to Attachment A.

K. NON-DISCRIMINATION.

The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, color, religion, gender, age, marital status, disability, political or religious beliefs, national or ethnic origin.

L. GOVERNING LAW:

This Agreement shall be governed by the laws of the State of Florida.

M. FOOD TRUCK AGREEMENT AND REQUIRED DOCUMENTS TO BE SUBMITTED:

Failure to return the following forms **MAY** result in your Agreement not being accepted:

1. The **ENTIRE Agreement (pages 1-8)** completed with an original signature and initials where required and **MUST** be returned when submitting this Agreement.
2. Attach a copy of a **current business license.**
3. Attach a **current Certificate of Insurance (COI) document that contains General Liability, Automobile Liability, and Workers Comp** with the School Board of Escambia County, Florida listed as an additional insured.
4. Attach a **list of employees** who need to undergo or have completed District background checks along with **copies of their District Badge.**
5. **Escambia School District Public Records Addendum:** This form (Attachment A) must be initialed and returned with your Agreement. Failure to return this form may result in your Agreement not being accepted.
6. **Escambia School District Risk Management Addendum:** This form (Attachment B) must be initialed and returned with your Agreement. Failure to return this form will result in your Agreement not being accepted.

N. ENTIRE AGREEMENT:

This Agreement contains the entire agreement of the parties and there are no oral or written representations, understandings or agreements between the parties respecting the subject matter hereof which are not fully expressed herein.

Below is a check list with designated boxes that is to be checked off by Vendor(s) in order for a submission to be considered complete and ready for approval in a timely fashion. Check all boxes that pertain to your submission. If additional documentation is needed you will be contacted.

Yes No

<input type="checkbox"/>	<input type="checkbox"/>	Are all pages 1-8 in your submission?
<input type="checkbox"/>	<input type="checkbox"/>	Have the forms on pages 7-8 been completed with a signature or initials?
<input type="checkbox"/>	<input type="checkbox"/>	Is a copy of your current business license attached to your submission?
<input type="checkbox"/>	<input type="checkbox"/>	Is a copy of your current Coverage of Insurance (COI) document attached to your submission?
<input type="checkbox"/>	<input type="checkbox"/>	Is a list of employees who need to undergo a background check or a copy of their District badge attached to your submission?

IN WITNESS WHEREOF, each of, the parties has caused this Use Agreement to be executed by its respective duly authorized representative on the last date indicated below.

Company Name

The School District of Escambia County, FL

Signature

By: _____
Allison Watson, Director of Procurement

Printed Name

Date

Title

Date

Company Address

Contact Name (For Scheduling Events)

Phone Number (For Scheduling Events)

Email (for Scheduling Events)

ESCAMBIA SCHOOL DISTRICT PUBLIC RECORDS ADDENDUM (Attachment A)

CONTRACTOR’S RESPONSIBILITY FOR COMPLIANCE WITH CHAPER 119, FLORIDA STATUTES. Section 119.0701(1)(a), F.S. defines a “contractor” as “an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2).” To the extent CONTRACTOR fits within the foregoing definition, pursuant to Section 119.0701, F.S., CONTRACTOR agrees to comply with all public records laws, specifically to:

A. Keep and maintain public records required by the School Board to perform the service.

1. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies and GS7 for Public Schools. (See <http://dos.myflorida.com/library-archives/records-management/general-records-schedules>)

2. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the School Board. Contractor’s records under this Agreement include but are not limited to supplier/subcontractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.

B. Upon request from the School Board’s custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law. If a Contractor does not comply with the School Board’s request for records, School Board shall enforce the provisions in accordance with the contract.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to School Board.

D. Upon completion of the contract, transfer, at no cost, to the School Board all public records in possession of the Contractor or keep and maintain public records required by the School Board to perform the service. If the Contractor transfers all public records to the School Board upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon the completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records kept electronically must be provided to the School Board, upon request from the School Board’s custodian of public records, in a format that is compatible with the information technology systems of the SCHOOL BOARD.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE SCHOOL BOARD OF ESCAMBIA COUNTY, CUSTODIAN OF PUBLIC RECORDS AT (850)469-6131, SPAYNE2@ECSDFL.US, OR 75 NORTH PACE BLVD., PENSACOLA, FL 32505.

A Contractor who fails to provide the public records to the School Board within a reasonable time may also be subject to penalties under Section 119.10, Florida Statutes.

Approved:

Initials of Each Signatory:



Ellen D. Odom, General Counsel
Escambia County, School Board
75 N. Pace Blvd., Pensacola, FL 32505
05/17/21

ESCAMBIA SCHOOL DISTRICT RISK MANAGEMENT ADDENDUM
(FOOD TRUCKS)

Anything in the foregoing agreement to the contrary notwithstanding, each Signer thereof (other than the School Board, the Superintendent of Schools, the School District, their officers, agents and employees) hereby agrees to:

A. HOLD HARMLESS/INDEMNIFICATION AGREEMENT:

1. Save and hold harmless, pay on behalf of, protect, defend, and indemnify the School Board, (including the Superintendent of Schools, the School District, their officers, agents, and employees) from and against any demand, claim, suit, loss, expense, or damage which may be asserted against any of them in their official or individual capacities by reason of any alleged damage to property, or injury to, or death of any person arising out of , or in any way related to, any action or inaction of the Signer (including its sub-contractors, officers, agents, and employees) in the performance or intended performance of this agreement, or the maintenance of any facility, or the operation of any program, which is the subject of, or is related to the performance of this agreement. The obligations of the Signer pursuant to this paragraph shall not be limited in any way by any limitation in the amount or type of proceeds, damages, compensation, or benefits payable under any policy of insurance or self-insurance maintained by or for the use and benefit of the Signer.

B. REQUIRED INSURANCE:

- 1. Maintain, keep in full force and effect during the term of this agreement and any extensions and renewals thereof, and furnish to the undersigned good and sufficient evidence of general liability in an amount not less than \$1,000,000, and the School Board shall be named as an additional insured. The Signer shall also maintain and provide proof of automobile insurance with minimum coverage including bodily injury (Minimum \$250,000) and property damage (Minimum \$100,000). The policy and evidence of such insurance shall be endorsed so as to provide coverage for all liability hereby contractually assumed by the Signer and a copy thereof shall be delivered to the undersigned before beginning performance of this agreement. Such insurance shall not be subject to cancellation, non-renewal, reduction in policy limits or other adverse change in coverage, except with forty-five (45) days prior written notice to the School Board, which notice shall be given by U.S. Certified Mail with return receipt requested to the undersigned. No other form of notification shall relieve the insurance company, or its agents, or representatives of responsibility.
- 2. If this agreement involves performance by officers, employees, agents or sub-contractors of the Signer, the Signer shall also maintain, keep in full force and effect during the term of this agreement and any extensions and renewals thereof, and furnish to the undersigned good and sufficient evidence of workers' compensation insurance in the amount required by Florida Statutes Chapter, 440, or provide an exemption from the Department of Management Services.

Approved:
Signer:

Initials of each
Signer:



Kevin T. Windham, CFE, CSRM,
Director-Risk Management
Escambia School District
75 North Pace Boulevard
Pensacola, FL 32505

