

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: October 5, 2010

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 Sound and Light Production Services Contractor Agreements received during the months of May, June, August, and December of 2009, and February of 2010.

- A) City Sound and Recording LLC; Sweet Justice Concert; Seabreeze Amphitheater for the period June 13, 2009, through June 14, 2009, in an amount not-to-exceed \$850;
- B) City Sound and Recording LLC; 4<sup>th</sup> of July Celebration; Sunset Cove Amphitheater for the period July 4, 2009, through July 5, 2009, in an amount not-to-exceed \$1,500;
- C) City Sound and Recording LLC; Comedy Show; Seabreeze Amphitheater for September 19, 2009, in an amount not-to-exceed \$600;
- D) City Sound and Recording LLC; Winter Solstice Party; Sunset Cove Amphitheater for December 19, 2009 in an amount not-to-exceed \$350;
- E) City Sound and Recording LLC; JP Soars Concert; Seabreeze Amphitheater for the period February 27, 2010, through February 28, 2010, in an amount not-to-exceed \$1,500; and
- F) City Sound and Recording LLC; July 4th Concert; Sunset Cove Amphitheater for July 4, 2010 in an amount not-to-exceed \$2,000.

**Summary:** In accordance with County PPM CW-O-051, all delegated contracts/agreements/grants must be submitted by the initiating Department as a Receive and File agenda item. The attached Sound and Light Production Services Contractor Agreements have been fully executed on behalf of the Board of County Commissioners (Board) by the County Administrator/Director/Assistant Director of the Parks and Recreation Department in accordance with Resolution 2009-0592, and are now being submitted to the Board to receive and file. Districts 1 and 5 (AH)

**Background and Justification:** The Sound and Light Production Services Contractor Agreements with sound and light companies (Resolution 2009-0592) was adopted by the Board to streamline the process of hiring sound and light production contractors. The Board granted the Director/Assistant Director of the Parks and Recreation Department authority to execute Independent Contractor Agreements with sound and light production contractors up to \$10,000, with contracts between \$10,000 and \$50,000 requiring the County Administrator's approval and contracts over \$50,000 requiring Board approval.

The Agreements attached have been executed on behalf of the Board by the County Administrator/Director/Assistant Director of the Parks and Recreation Department in accordance with the authority delegated by the Board, and are now being submitted to the Board to receive and file.

**Attachments:** Sound and Light Production Services Contractor Agreements (6)

Recommended by:   
Department Director

9/7/10  
Date

Approved by:   
Assistant County Administrator

9/15/10  
Date

**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2011	2012	2013	2014	2015
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 \_\_\_\_\_  
 Object \_\_\_\_\_ Program \_\_\_\_\_

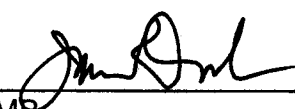
**B. Recommended Sources of Funds/Summary of Fiscal Impact:**


	Contractor	FY2010	
		Revenue	Expense
A	City Sound and Recording LLC	\$0	\$850
B	City Sound and Recording LLC	\$0	\$1,500
C	City Sound and Recording LLC	\$0	\$600
D	City Sound and Recording LLC	\$0	\$350
E	City Sound and Recording LLC	\$0	\$1,500
F	City Sound and Recording LLC	\$0	\$2,000
<b>Totals</b>		<b>\$0</b>	<b>\$6,800</b>

C. Departmental Fiscal Review: ckopelakis

**III. REVIEW COMMENTS**

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

  
 \_\_\_\_\_  
 OFMB

  
 \_\_\_\_\_  
 Contract Development and Control

B. Legal Sufficiency: *9/19/10*

Anne Delgant 9/15/10  
 Assistant County Attorney

C. Other Department Review:  
 \_\_\_\_\_  
 Department Director

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

ACCOUNT: 0001-580-5207-02-310	VENDOR CODE: VC 116028	CONTRACT: City Sound and Recording
MC: P	PS:	CC:
		CA: C.S.R.
		DD: N

**SOUND AND LIGHT PRODUCTION SERVICES CONTRACTOR AGREEMENT FOR  
PALM BEACH COUNTY PARKS & RECREATION DEPARTMENT**

This Agreement is made as of the 14<sup>th</sup> day of May, 2009, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the "County" and City Sound and Recording LLC, an Independent Contractor, hereinafter referred to as "Contractor".

**WITNESSETH:**

**WHEREAS**, the County desires to host a Concert featuring "Sweet Justice", hereinafter referred to as the "Event" at Seabreeze Amphitheater, hereinafter referred to as the "Facility"; and

**WHEREAS**, as part of the Event, the County desires to hire Production Services, which shall consist of all required sound equipment and staff, hereinafter referred to as "Production Services"; and

**WHEREAS**, Contractor desires to provide Production Services to the County at the Facility during the Event; and

**WHEREAS**, Contractor has the knowledge, ability, and equipment to provide such Production Services for the County; and

**WHEREAS**, providing Production Services at the Facility serves a public purpose; and

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

**NOW THEREFORE**, in consideration of the mutual covenants and promises contained herein, the County and Contractor hereby agree as follows:

- Recitals:** The foregoing recitals are true and correct and are incorporated herein by reference.
- Term:** The Contractor shall commence its Production Services on June 13, 2009 and shall complete all services by June 14, 2009.
- Payments To Contractor:** County shall pay Contractor a total amount not-to-exceed Eight Hundred and Fifty dollars (\$850.00) for Production Services as described above. County shall pay a deposit to Contractor in an amount not-to-exceed Four Hundred and Twenty-five dollars (\$425.00), which shall be part of the total not-to-exceed amount as mentioned above. The balance in the amount not-to-exceed Four Hundred and Twenty-five dollars (\$425.00) shall be paid to Contractor upon completion of the Production Services at the Facility, and upon verification by County that all services have been performed in accordance with this Agreement. If Contractor cancels or fails to appear at the Event, Contractor and County shall negotiate an alternate date for the Production Services. If an alternative date for the Production Services cannot be negotiated within three (3) days after cancellation, Contractor shall fully refund County's deposit within two (2) days of written notice by County that an alternative date for the Production Services cannot be negotiated. Contractor shall furnish at its expense all transportation to and from the Event and Facility. All transportation, travel, food and lodging expenses are included in the not-to-exceed amount mentioned above.
- Taxes:** The County is exempt from payment of Florida State Sales and Use Taxes. The County will sign an exemption certificate submitted by the Contractor. The Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is Contractor authorized to use the County's Tax Exemption Number in securing such materials.

The Contractor shall be responsible for payment of its own and its share of its employees' payroll, payroll

taxes, and benefits with respect to this Agreement. It is also acknowledged and agreed by the County and Contractor that the service herein provided by the Contractor is a professional service and that the County is neither paying Social Security benefits nor withholding taxes from the Contractor's compensation for said service. The Contractor assumes all liability and responsibility for payment of his/her own FICA and Social Security benefits with respect to this Agreement.

5. Contractor's Responsibilities:

- A. Contractor shall provide Production Services as more particularly described in Exhibit "A", the Scope of Work, attached hereto and incorporated herein by reference.
- B. Contractor's Production Services shall begin at 12:00 PM and end at 8:30 PM.
- C. Contractor may arrive at the Facility to begin setting up at 12:00 PM, but shall arrive no later than 180 minutes prior to the scheduled Entertainment time and shall have completed all sound checks and warm-ups, if applicable, at least 30 minutes prior to the scheduled Entertainment time.
- D. Contractor shall break down and remove all equipment and other materials it brings to the Event immediately upon completion of the Event, and shall leave the Facility in the same condition the Facility was in prior to conducting the Production Services.
- E. Contractor shall appear and perform Production Services for at least ninety percent (90%) of the scheduled Event time. Failure to adhere to this provision shall result in a downward adjustment in compensation payable to Contractor. County shall be the sole decision maker as to whether this provision has been complied with.
- F. Contractor shall perform the Production Services set forth in this Agreement in accordance with all applicable association/governing body rules and regulations, and in a competent, professional, safe, and responsible manner with full regard for the safety of the participants as well as the Facility.
- G. No alcohol or illegal drugs shall be consumed by Contractor, its employees or agents prior to, during or subsequent to the Event.
- H. County will provide the sound equipment and lighting power for Production Services, as more specifically described in Exhibit "B", attached hereto and incorporated herein by reference. All other equipment, instruments, supplies and props not identified in Exhibit "B" that are necessary for the Entertainment shall be provided and transported by Contractor. County assumes no responsibility for any items or materials of Contractor while at the Facility.
- I. Contractor further represents it has inspected the Facility and that the Facility is in proper condition for the Production Services to be completed.
- J. All vehicles belonging to Contractor or Contractor's employees or agents shall be parked in the assigned area prior to the beginning of the Event.
- K. County shall provide basic electrical services for the Event, but Contractor shall be responsible for all necessary extension cords and other related equipment.
- L. If any additional requirements such as specialty certifications, licenses and/or memberships applicable to the Production Services are required, CONTRACTOR shall attach a copy of each to this Agreement as Exhibit "C".
- M. Contractor shall not use or permit the use of any pyrotechnics of any type during the Event.
- N. Contractor shall not undertake or participate in any business, exhibit or activity at the Event other than herein specified.
- O. Contractor shall comply in all material respects with all federal and state laws and regulations and all

applicable county and city ordinances and regulations.

6. Cancellation and Postponement of Event:

- A. In case of inclement weather (i.e. hurricanes, thunderstorms, tornadoes, flooding, etc.), Acts of God, riots, strikes, epidemics, and similar circumstances affecting public safety, as determined solely by County, the County may cancel or postpone this Agreement by providing Contractor with at least 4 hours notice prior to the scheduled Event. Upon cancellation due to inclement weather, County and Contractor may negotiate another date for the Event at the Facility by Contractor, upon the same terms and conditions of this Agreement. In the event an alternate date cannot be agreed upon by both parties within three (3) days after cancellation, Contractor shall fully refund County's deposit within two (2) days of written notice by County that an alternative date for the Event cannot be negotiated. In the event an alternate date is not negotiated in accordance herewith, Contractor shall not be entitled to payment, and County shall not be liable for any lost profits or damages claimed by Contractor. County reserves the right, without liability therefore, to evacuate the Facility during any activity in progress where it is deemed necessary for the safety of the general public, patrons, or guests.
- B. In the event of sickness or acts of nature that prevent Contractor from performing the Production Services as scheduled, Contractor may fulfill the obligations of this Agreement by substituting a similar Production Company, with the prior approval of County. If a substitute Production Company performs the Production Services, Contractor shall refund County's full deposit immediately, and County may pay a lower not-to-exceed amount to the substitute Production Company.
- C. County can adjust Contractor's Production Services as deemed necessary to conclude the Event early, in consultation with Contractor. If in the reasonable discretion of County, Contractor is not performing the Production Services in a professional manner in accordance with this Agreement, the Event may be canceled early and this Agreement shall be terminated, and Contractor shall immediately return all deposits paid by County to Contractor.
- D. County may terminate this Agreement without cause upon seven (7) days prior written notice to Contractor. County shall not be liable to Contractor for any lost profits or damages claimed by Contractor. Upon early termination by County, Contractor shall refund County's full deposit within two (2) days after notice of termination.
- E. Contractor may terminate this Agreement upon written notice mailed to the County at least thirty (30) working days prior to the Event, and shall immediately refund all deposits paid by County to Contractor.

7. Independent Contractor Status: It is specifically understood that the Contractor is an independent contractor and not an employee of the County. The County and Contractor agree that this Agreement is not a contract of employment and that no relationship of Employer/Employee or Principal/Agent is or shall be created hereby nor shall hereafter exist by reason of the performance of the services herein specified.

8. Assignment: Contractor shall not assign, transfer or otherwise encumber this Agreement or any party thereof, in any manner without the prior written consent of the County. It is further agreed that no modification, amendment or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and equal dignity herewith.

9. Representatives: The County's representative for this Agreement is Ann Butler, telephone no. 561-488-7414. The Contractor's representative for this Agreement is Pete Noble, telephone no. 561-317-9811.

10. Indemnification: Contractor shall conduct its activities and Production Services and the activities and Production Services of its agents, employees and subcontractors at the Facility as not to endanger any person thereon and to indemnify and hold harmless the County, its officials, agents and employees from and against all claims, suits, actions, damages, liabilities, expenditures or causes of action, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising out of or in any way connected to the activity or inactivity of Contractor, its agents, employees or subcontractors, and resulting

or occurring from any act, omission or error of Contractor, its agents or employees, resulting in or relating to injuries to body, life, limb or property sustained in, about or of the use of the Facility by Contractor, its agents, employees or subcontractors. County shall not be liable for any property damage or bodily injury sustained by Contractor, its employees, agents or subcontractors, for any cause whatsoever, prior, during or subsequent to the period of time during this Agreement. This provision shall survive termination or expiration of this Agreement.

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 "D". 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.
12. **Notices:** All notices required in this Agreement shall be hand delivered or sent by certified mail, return receipt requested, if sent to the COUNTY shall be mailed to:  
  
Director of Recreation Services  
Palm Beach County Parks and Recreation Department  
2700 Sixth Avenue South  
Lake Worth, FL 33461  
  
and if sent to the CONTRACTOR shall be mailed to:  
  
CONTRACTOR'S Name: Peter Noble  
  
CONTRACTOR'S Address: 4743 Dolphin Drive, Lake Worth, FL 33463  
  
CONTRACTOR'S Phone No. 561-317-9811
13. **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, Florida. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County, or shall it be construed as giving any rights or benefits hereunder to anyone other than the County and the Contractor.
14. **Authorization:** Any individual executing this Agreement on behalf of Contractor warrants he or she has full legal authority to do so, and his/her execution shall bind the Contractor, its employees, agents and subcontractors to the terms and conditions herein.
15. **Availability of Funds:** The County's performance and obligation to pay under this Agreement for subsequent fiscal years is contingent upon annual appropriations for its purpose by the Board of County Commissioners.
16. **Arrears:** The Contractor shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.
17. **Public Entity Crimes:** As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the Contractor 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 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

18. **Criminal History Records Check:** The Contractor shall comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance ("Ordinance"), if Contractor's employees or subcontractors are required under this Agreement to enter a "critical facility" as identified in Resolution R-2003-1274. The Contractor 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 records check, the Contractor shall be solely responsible for the financial, schedule, and staffing implications associated in complying with Ordinance 2003-030.
19. **Severability:** If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.
20. **Entirety of Contractual Agreement:** The County and the Contractor 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.
21. **Waiver:** Failure of County to insist upon strict performance of any covenant or condition of this Agreement, or to execute any right herein contained, shall not be construed as a waiver or relinquishment for the failure of such covenant, condition, or right, but the same shall remain in full force and effect.
22. **Nondiscrimination:** Contractor 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, sexual orientation, gender identity and expression.

(REMAINDER OF THIS PAGE INTENTIONALY LEFT BLANK)

JUN 13TH

**PALM BEACH COUNTY WITNESS**

Nancy Beale  
SIGNATURE

Nancy Beale  
NAME (TYPE OR PRINT)

**PALM BEACH COUNTY**

Dennis E. Miller  
DEPARTMENT DIRECTOR

COUNTY ADMINISTRATOR (If contract value exceeds \$50,000.)

**INDEPENDENT CONTRACTOR**

Peter H. Noble  
SIGNATURE

PETER H NOBLE OWNER  
NAME & TITLE (TYPE OR PRINT)

**CONTRACTOR WITNESS**

Mark D. Noble  
SIGNATURE

Mark D Noble  
NAME (TYPE OR PRINT)

Approved as to Form and Legal Sufficiency

By: Anne Delgant  
Assistant County Attorney



EXHIBIT "A"

Scope of Work

June 13, 2009 "Sweet Justice Concert" City Sound and Recording LLC

Contractor will supply to the County, one (1) stage manager and one (1) sound technician and one (1) complete sound system including mixing console, speakers, amp racks, monitors, mics with stands, and all necessary cables to provide sound during the concert which runs from 4:00 PM to 7:00 PM. Contractor will arrive a minimum of 180 minutes prior to the concert start to prepare and set up sound equipment. Contractor will assist the performers to set up backline and provide a sound check 30 minutes prior to performance time. Contractor will provide one (1) CD player to play pre-recorded music for patrons prior to start of concert.

**EXHIBIT "B"**

**Power Requirements**

**June 13, 2009 "Sweet Justice Concert" City Sound and Recording LLC**

County will provide 3 phase 200 amp power for sound equipment and 400 amp power for lighting equipment. Contractor will provide all extension cords and power hookups.

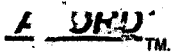
County will provide bottled water for contractor.

**EXHIBIT "C"**

Not Required

**EXHIBIT "D"**

Attached to this contract.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/20/2008

PRODUCER Phone: (407) 363-1537 Fax: 407-352-3308  
**MARSHALL ENTERTAINMENT INSURANCE, INC**  
 2000 UNIVERSAL STUDIOS PLAZA SUITE 625  
 ORLANDO FL 32819

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC #

INSURED  
**CITY SOUND AND RECORDING, LLC**  
 4743 DOLPHIN DRIVE  
 LAKE WORTH FL 33463

INSURER A: **St Paul Fire & Marine Insurance Co**

INSURER B:

INSURER C:

INSURER D:

INSURER E:

### COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADDL INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> CLAIMS MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	<b>08086MEI</b>	<b>03/20/08</b>	<b>03/20/09</b>	EACH OCCURRENCE	\$ <b>1,000,000</b>
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ <b>50,000</b>
						MED. EXP (Any one person)	\$ <b>5,000</b>
						PERSONAL & ADV INJURY	\$ <b>1,000,000</b>
						GENERAL AGGREGATE	\$ <b>2,000,000</b>
						PRODUCTS-COMP/OP AGG.	\$ <b>1,000,000</b>
		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
		<b>EXCESS / UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
							\$
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS	OTHER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE-EA EMPLOYEE	\$
						E.L. DISEASE-POLICY LIMIT	\$
		OTHER:					

### DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/ SPECIAL PROVISIONS

The Certificate Holder is named as an Additional Insured, but only as respects to claims arising out of the negligence of the original named Insured.

### CERTIFICATE HOLDER

**PALM BEACH COUNTY**  
 C/O PURCHASING DEPARTMENT  
 50 SOUTH MILITARY TRAIL  
 SUITE 110  
 WEST PALM BEACH, FL. 33415

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*Karen P. Marshall, Pres.*  
 Karen P. Marshall

Attention: **LISA A. JULIANO, SEN. BUYER**

ACORD 25 (2001/08)

Certificate # 11282

© ACORD CORPORATION 1988

ACCOUNT:	VENDOR CODE:	CONTRACT:
0001-580-6207-0-3401	VC123862	City Sound and Recording
MC: <i>b</i>	PS:	CC:
		CA: <i>Q.9J</i>
		DD: <i>V</i>

**SOUND AND LIGHT PRODUCTION SERVICES CONTRACTOR AGREEMENT FOR  
PALM BEACH COUNTY PARKS & RECREATION DEPARTMENT**

This Agreement is made as of the 26 day of June, 2009, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the "County" and City Sound and Recording LLC., an Independent Contractor, hereinafter referred to as "Contractor".

**WITNESSETH:**

**WHEREAS**, the County desires to host a July 4<sup>th</sup> Celebration, hereinafter referred to as the "Event" at Sunset Cove Amphitheater, hereinafter referred to as the "Facility"; and

**WHEREAS**, as part of the Event, the County desires to hire Production Services, which shall consist of all required staff plus all sound and light equipment, hereinafter referred to as "Production Services"; and

**WHEREAS**, Contractor desires to provide Production Services to the County at the Facility during the Event; and

**WHEREAS**, Contractor has the knowledge, ability, and equipment to provide such Production Services for the County; and

**WHEREAS**, providing Production Services at the Facility serves a public purpose; and

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

**NOW THEREFORE**, in consideration of the mutual covenants and promises contained herein, the County and Contractor hereby agree as follows:

- Recitals:** The foregoing recitals are true and correct and are incorporated herein by reference.
- Term:** The Contractor shall commence its Production Services on Saturday July 4<sup>th</sup>, 2009 and shall complete all services by Sunday July 5<sup>th</sup>, 2009.
- Payments To Contractor:** County shall pay Contractor a total amount not-to-exceed One Thousand, Five Hundred dollars (\$1500.00) for Production Services as described above. County shall pay a deposit to Contractor in an amount not-to-exceed Seven Hundred and Fifty dollars (\$750.00), which shall be part of the total not-to-exceed amount as mentioned above. The balance in the amount not-to-exceed Seven Hundred and Fifty dollars (\$750.00), shall be paid to Contractor upon completion of the Production Services at the Facility, and upon verification by County that all services have been performed in accordance with this Agreement. If Contractor cancels or fails to appear at the Event, Contractor and County shall negotiate an alternate date for the Production Services. If an alternative date for the Production Services cannot be negotiated within three (3) days after cancellation, Contractor shall fully refund County's deposit within two (2) days of written notice by County that an alternative date for the Production Services cannot be negotiated. Contractor shall furnish at its expense all transportation to and from the Event and Facility. All transportation, travel, food and lodging expenses are included in the not-to-exceed amount mentioned above.
- Taxes:** The County is exempt from payment of Florida State Sales and Use Taxes. The County will sign an exemption certificate submitted by the Contractor. The Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is Contractor authorized to use the County's Tax Exemption Number in securing such materials.

The Contractor shall be responsible for payment of its own and its share of its employees' payroll, payroll

taxes, and benefits with respect to this Agreement. It is also acknowledged and agreed by the County and Contractor that the service herein provided by the Contractor is a professional service and that the County is neither paying Social Security benefits nor withholding taxes from the Contractor's compensation for said service. The Contractor assumes all liability and responsibility for payment of his/her own FICA and Social Security benefits with respect to this Agreement.

5. Contractor's Responsibilities:

- A. Contractor shall provide Production Services as more particularly described in Exhibit "A", the Scope of Work, attached hereto and incorporated herein by reference.
- B. Contractor's event Production Services shall begin at 6:00 PM and end at 9:30 PM.
- C. Contractor may arrive at the Facility to begin setting up at 11:00 AM, but shall arrive no later than 240 minutes prior to the scheduled Entertainment time and shall have completed all sound checks and warm-ups, if applicable, at least 30 minutes prior to the scheduled Entertainment time.
- D. Contractor shall break down and remove all equipment and other materials it brings to the Event immediately upon completion of the Event, and shall leave the Facility in the same condition the Facility was in prior to conducting the Production Services.
- E. Contractor shall appear and perform Production Services for at least ninety percent (90%) of the scheduled Event time. Failure to adhere to this provision shall result in a downward adjustment in compensation payable to Contractor. County shall be the sole decision maker as to whether this provision has been complied with.
- F. Contractor shall perform the Production Services set forth in this Agreement in accordance with all applicable association/governing body rules and regulations, and in a competent, professional, safe, and responsible manner with full regard for the safety of the participants as well as the Facility.
- G. No alcohol or illegal drugs shall be consumed by Contractor, its employees or agents prior to, during or subsequent to the Event.
- H. County will provide the sound equipment and lighting for Production Services, as more specifically described in Exhibit "B", attached hereto and incorporated herein by reference. All other equipment, instruments, supplies and props not identified in Exhibit "B" that are necessary for the Entertainment shall be provided and transported by Contractor. County assumes no responsibility for any items or materials of Contractor while at the Facility.
- I. Contractor further represents it has inspected the Facility and that the Facility is in proper condition for the Production Services to be completed.
- J. All vehicles belonging to Contractor or Contractor's employees or agents shall be parked in the assigned area prior to the beginning of the Event.
- K. County shall provide basic electrical services for the Event, but Contractor shall be responsible for all necessary extension cords and other related equipment.
- L. If any additional requirements such as specialty certifications, licenses and/or memberships applicable to the Production Services are required, CONTRACTOR shall attach a copy of each to this Agreement as Exhibit "C".
- M. Contractor shall not use or permit the use of any pyrotechnics of any type during the Event.
- N. Contractor shall not undertake or participate in any business, exhibit or activity at the Event other than herein specified.
- O. Contractor shall comply in all material respects with all federal and state laws and regulations and all

applicable county and city ordinances and regulations.

6. Cancellation and Postponement of Event:

- A. In case of inclement weather (i.e. hurricanes, thunderstorms, tornadoes, flooding, etc.), Acts of God, riots, strikes, epidemics, and similar circumstances affecting public safety, as determined solely by County, the County may cancel or postpone this Agreement by providing Contractor with at least 2 hours notice prior to the scheduled Event. Upon cancellation due to inclement weather, County and Contractor may negotiate another date for the Event at the Facility by Contractor, upon the same terms and conditions of this Agreement. In the event an alternate date cannot be agreed upon by both parties within three (3) days after cancellation, Contractor shall fully refund County's deposit within two (2) days of written notice by County that an alternative date for the Event cannot be negotiated. In the event an alternate date is not negotiated in accordance herewith, Contractor shall not be entitled to payment, and County shall not be liable for any lost profits or damages claimed by Contractor. County reserves the right, without liability therefore, to evacuate the Facility during any activity in progress where it is deemed necessary for the safety of the general public, patrons, or guests.
- B. In the event of sickness or acts of nature that prevent Contractor from performing the Production Services as scheduled, Contractor may fulfill the obligations of this Agreement by substituting a similar Production Company, with the prior approval of County. If a substitute Production Company performs the Production Services, Contractor shall refund County's full deposit immediately, and County may pay a lower not-to-exceed amount to the substitute Production Company.
- C. County can adjust Contractor's Production Services as deemed necessary to conclude the Event early, in consultation with Contractor. If in the reasonable discretion of County, Contractor is not performing the Production Services in a professional manner in accordance with this Agreement, the Event may be canceled early and this Agreement shall be terminated, and Contractor shall immediately return all deposits paid by County to Contractor.
- D. County may terminate this Agreement without cause upon seven (7) days prior written notice to Contractor. County shall not be liable to Contractor for any lost profits or damages claimed by Contractor. Upon early termination by County, Contractor shall refund County's full deposit within two (2) days after notice of termination.
- E. Contractor may terminate this Agreement upon written notice mailed to the County at least thirty (30) working days prior to the Event, and shall immediately refund all deposits paid by County to Contractor.

7. Independent Contractor Status: It is specifically understood that the Contractor is an independent contractor and not an employee of the County. The County and Contractor agree that this Agreement is not a contract of employment and that no relationship of Employer/Employee or Principal/Agent is or shall be created hereby nor shall hereafter exist by reason of the performance of the services herein specified.

8. Assignment: Contractor shall not assign, transfer or otherwise encumber this Agreement or any party thereof, in any manner without the prior written consent of the County. It is further agreed that no modification, amendment or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and equal dignity herewith.

9. Representatives: The County's representative for this Agreement is Ann Butler, telephone no. 561-488-7414. The Contractor's representative for this Agreement is Pete Noble, telephone no. 561-317-9811.

10. Indemnification: Contractor shall conduct its activities and Production Services and the activities and Production Services of its agents, employees and subcontractors at the Facility as not to endanger any person thereon and to indemnify and hold harmless the County, its officials, agents and employees from and against all claims, suits, actions, damages, liabilities, expenditures or causes of action, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising out of or in any way connected to the activity or inactivity of Contractor, its agents, employees or subcontractors, and resulting



or occurring from any act, omission or error of Contractor, its agents or employees, resulting in or relating to injuries to body, life, limb or property sustained in, about or of the use of the Facility by Contractor, its agents, employees or subcontractors. County shall not be liable for any property damage or bodily injury sustained by Contractor, its employees, agents or subcontractors, for any cause whatsoever, prior, during or subsequent to the period of time during this Agreement. This provision shall survive termination or expiration of this Agreement.

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 "D". 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.
12. **Notices:** All notices required in this Agreement shall be hand delivered or sent by certified mail, return receipt requested, if sent to the COUNTY shall be mailed to:  
  
Director of Recreation Services  
Palm Beach County Parks and Recreation Department  
2700 Sixth Avenue South  
Lake Worth, FL 33461  
  
and if sent to the CONTRACTOR shall be mailed to:  
  
CONTRACTOR'S Name: Pete Noble  
  
CONTRACTOR'S Address: 4743 Dolphin Drive, Lake Worth, Fl. 33428  
  
CONTRACTOR'S Phone No. 561-317-9811
13. **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, Florida. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County, or shall it be construed as giving any rights or benefits hereunder to anyone other than the County and the Contractor.
14. **Authorization:** Any individual executing this Agreement on behalf of Contractor warrants he or she has full legal authority to do so, and his/her execution shall bind the Contractor, its employees, agents and subcontractors to the terms and conditions herein.
15. **Availability of Funds:** The County's performance and obligation to pay under this Agreement for subsequent fiscal years is contingent upon annual appropriations for its purpose by the Board of County Commissioners.
16. **Arrears:** The Contractor shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.
17. **Public Entity Crimes:** As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the Contractor 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 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

18. **Criminal History Records Check:** The Contractor shall comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance ("Ordinance"), if Contractor's employees or subcontractors are required under this Agreement to enter a "critical facility" as identified in Resolution R-2003-1274. The Contractor 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 records check, the Contractor shall be solely responsible for the financial, schedule, and staffing implications associated in complying with Ordinance 2003-030.
19. **Severability:** If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.
20. **Entirety of Contractual Agreement:** The County and the Contractor 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.
21. **Waiver:** Failure of County to insist upon strict performance of any covenant or condition of this Agreement, or to execute any right herein contained, shall not be construed as a waiver or relinquishment for the failure of such covenant, condition, or right, but the same shall remain in full force and effect.
22. **Nondiscrimination:** Contractor 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, sexual orientation, gender identity and expression.

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

**IN WITNESS WHEREOF**, the parties have set their hands and seals in the date first above written.

July 4<sup>TH</sup>

**PALM BEACH COUNTY WITNESS**

Nancy Beale  
SIGNATURE

NANCY Beale  
NAME (TYPE OR PRINT)

**PALM BEACH COUNTY**

Dennis Tublin  
DEPARTMENT DIRECTOR

COUNTY ADMINISTRATOR (If contract value exceeds \$50,000.)

**INDEPENDENT CONTRACTOR**

P. H. Noble  
SIGNATURE

PETER H NOBLE OWNER  
NAME & TITLE (TYPE OR PRINT)

**CONTRACTOR WITNESS**

M. D. Noble  
SIGNATURE

Marla D. Noble  
NAME (TYPE OR PRINT)

Approved as to Form and Legal Sufficiency

By: Anne Wyant  
Assistant County Attorney

## EXHIBIT "A"

### Scope of Work

Contractor will provide one (1) sound technician, one (1) stage manager, one (1) stage technician, and one (1) light technician for 10 hours. Contractor will prepare stage with monitors, microphones and necessary cables according to the band stage plot. Contractor will set up all front of house sound and light equipment. Contractor will assist band with backline load at 3:00 PM and have all sound checks performed by 6:00 PM.

County will provide contractor with bottled water. County will not provide contractor's staff with any meals before, during or after the event.

EXHIBIT "B"

See attached equipment list.

EXHIBIT "C"

Not required.

ACCOUNT: 0001-580-5297-d-3461	VENDOR CODE: 0200116028	CONTRACT: City Sound and Recording
MC: <i>AB</i>	PS:	CC:
		CA: <i>Q.A.</i>
		DD: <i>[Signature]</i>

**SOUND AND LIGHT PRODUCTION SERVICES CONTRACTOR AGREEMENT FOR  
PALM BEACH COUNTY PARKS & RECREATION DEPARTMENT**

This Agreement is made as of the 31<sup>st</sup> day of Aug, 2009, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the "County" and City Sound and Recording LLC, an Independent Contractor, hereinafter referred to as "Contractor".

**WITNESSETH:**

**WHEREAS**, the County desires to host a Comedy Show, hereinafter referred to as the "Event" at Seabreeze Amphitheater, hereinafter referred to as the "Facility"; and

**WHEREAS**, as part of the Event, the County desires to hire Production Services, which shall consist of all sound equipment and production staff, hereinafter referred to as "Production Services"; and

**WHEREAS**, Contractor desires to provide Production Services to the County at the Facility during the Event; and

**WHEREAS**, Contractor has the knowledge, ability, and equipment to provide such Production Services for the County; and

**WHEREAS**, providing Production Services at the Facility serves a public purpose; and

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

**NOW THEREFORE**, in consideration of the mutual covenants and promises contained herein, the County and Contractor hereby agree as follows:

1. **Recitals:** The foregoing recitals are true and correct and are incorporated herein by reference.
2. **Term:** The Contractor shall commence its Production Services on Saturday September 19, 2009 at 1:00 PM and shall complete all services by Saturday September 19, 2009 at 10:00 PM.
3. **Payments To Contractor:** County shall pay Contractor a total amount not-to-exceed Six Hundred dollars (\$600.00) for Production Services as described above. County shall pay a deposit to Contractor in an amount not-to-exceed Three Hundred dollars (\$300.00), which shall be part of the total not-to-exceed amount as mentioned above. The balance in the amount not-to-exceed Three Hundred dollars (\$300.00) shall be paid to Contractor upon completion of the Production Services at the Facility, and upon verification by County that all services have been performed in accordance with this Agreement. If Contractor cancels or fails to appear at the Event, Contractor and County shall negotiate an alternate date for the Production Services. If an alternative date for the Production Services cannot be negotiated within three (3) days after cancellation, Contractor shall fully refund County's deposit within two (2) days of written notice by County that an alternative date for the Production Services cannot be negotiated. Contractor shall furnish at its expense all transportation to and from the Event and Facility. All transportation, travel, food and lodging expenses are included in the not-to-exceed amount mentioned above.
4. **Taxes:** The County is exempt from payment of Florida State Sales and Use Taxes. The County will sign an exemption certificate submitted by the Contractor. The Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is Contractor authorized to use the County's Tax Exemption Number in securing such materials.

The Contractor shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement. It is also acknowledged and agreed by the County and



Contractor that the service herein provided by the Contractor is a professional service and that the County is neither paying Social Security benefits nor withholding taxes from the Contractor's compensation for said service. The Contractor assumes all liability and responsibility for payment of his/her own FICA and Social Security benefits with respect to this Agreement.

5. Contractor's Responsibilities:

- A. Contractor shall provide Production Services as more particularly described in Exhibit "A", the Scope of Work, attached hereto and incorporated herein by reference.
- B. Contractor's Production Services shall begin at 1:00 PM and end at 10:00 PM.
- C. Contractor may arrive at the Facility to begin setting up at 1:00 PM, but shall arrive no later than 120 minutes prior to the scheduled Entertainment time and shall have completed all sound checks and warm-ups, if applicable, at least 30 minutes prior to the scheduled Entertainment time.
- D. Contractor shall break down and remove all equipment and other materials it brings to the Event immediately upon completion of the Event, and shall leave the Facility in the same condition the Facility was in prior to conducting the Production Services.
- E. Contractor shall appear and perform Production Services for at least ninety percent (90%) of the scheduled Event time. Failure to adhere to this provision shall result in a downward adjustment in compensation payable to Contractor. County shall be the sole decision maker as to whether this provision has been complied with.
- F. Contractor shall perform the Production Services set forth in this Agreement in accordance with all applicable association/governing body rules and regulations, and in a competent, professional, safe, and responsible manner with full regard for the safety of the participants as well as the Facility.
- G. No alcohol or illegal drugs shall be consumed by Contractor, its employees or agents prior to, during or subsequent to the Event.
- H. County will provide the sound equipment and lighting for Production Services, as more specifically described in Exhibit "B", attached hereto and incorporated herein by reference. All other equipment, instruments, supplies and props not identified in Exhibit "B" that are necessary for the Entertainment shall be provided and transported by Contractor. County assumes no responsibility for any items or materials of Contractor while at the Facility.
- I. Contractor further represents it has inspected the Facility and that the Facility is in proper condition for the Production Services to be completed.
- J. All vehicles belonging to Contractor or Contractor's employees or agents shall be parked in the assigned area prior to the beginning of the Event.
- K. County shall provide basic electrical services for the Event, but Contractor shall be responsible for all necessary extension cords and other related equipment.
- L. If any additional requirements such as specialty certifications, licenses and/or memberships applicable to the Production Services are required, CONTRACTOR shall attach a copy of each to this Agreement as Exhibit "C".
- M. Contractor shall not use or permit the use of any pyrotechnics of any type during the Event.
- N. Contractor shall not undertake or participate in any business, exhibit or activity at the Event other than herein specified.
- O. Contractor shall comply in all material respects with all federal and state laws and regulations and all applicable county and city ordinances and regulations.

6. Cancellation and Postponement of Event:

- A. In case of inclement weather (i.e. hurricanes, thunderstorms, tornadoes, flooding, etc.), Acts of God, riots, strikes, epidemics, and similar circumstances affecting public safety, as determined solely by County, the County may cancel or postpone this Agreement by providing Contractor with at least four (4) hours notice prior to the scheduled Event. Upon cancellation due to inclement weather, County and Contractor may negotiate another date for the Event at the Facility by Contractor, upon the same terms and conditions of this Agreement. In the event an alternate date cannot be agreed upon by both parties within three (3) days after cancellation, Contractor shall fully refund County's deposit within two (2) days of written notice by County that an alternative date for the Event cannot be negotiated. In the event an alternate date is not negotiated in accordance herewith, Contractor shall not be entitled to payment, and County shall not be liable for any lost profits or damages claimed by Contractor. County reserves the right, without liability therefore, to evacuate the Facility during any activity in progress where it is deemed necessary for the safety of the general public, patrons, or guests.
- B. In the event of sickness or acts of nature that prevent Contractor from performing the Production Services as scheduled, Contractor may fulfill the obligations of this Agreement by substituting a similar Production Company, with the prior approval of County. If a substitute Production Company performs the Production Services, Contractor shall refund County's full deposit immediately, and County may pay a lower not-to-exceed amount to the substitute Production Company.
- C. County can adjust Contractor's Production Services as deemed necessary to conclude the Event early, in consultation with Contractor. If in the reasonable discretion of County, Contractor is not performing the Production Services in a professional manner in accordance with this Agreement, the Event may be canceled early and this Agreement shall be terminated, and Contractor shall immediately return all deposits paid by County to Contractor.
- D. County may terminate this Agreement without cause upon seven (7) days prior written notice to Contractor. County shall not be liable to Contractor for any lost profits or damages claimed by Contractor. Upon early termination by County, Contractor shall refund County's full deposit within two (2) days after notice of termination.
- E. Contractor may terminate this Agreement upon written notice mailed to the County at least thirty (30) working days prior to the Event, and shall immediately refund all deposits paid by County to Contractor.

7. Independent Contractor Status: It is specifically understood that the Contractor is an independent contractor and not an employee of the County. The County and Contractor agree that this Agreement is not a contract of employment and that no relationship of Employer/Employee or Principal/Agent is or shall be created hereby nor shall hereafter exist by reason of the performance of the services herein specified.

8. Assignment: Contractor shall not assign, transfer or otherwise encumber this Agreement or any party thereof, in any manner without the prior written consent of the County. It is further agreed that no modification, amendment or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and equal dignity herewith.

9. Representatives: The County's representative for this Agreement is Ann Butler, telephone no. 561-488-7414. The Contractor's representative for this Agreement is Pete Noble telephone no. 561-317-9811.

10. Indemnification: Contractor shall conduct its activities and Production Services and the activities and Production Services of its agents, employees and subcontractors at the Facility as not to endanger any person thereon and to indemnify and hold harmless the County, its officials, agents and employees from and against all claims, suits, actions, damages, liabilities, expenditures or causes of action, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising out of or in any way connected to the activity or inactivity of Contractor, its agents, employees or subcontractors, and resulting or occurring from any act, omission or error of Contractor, its agents or employees, resulting in or relating to

injuries to body, life, limb or property sustained in, about or of the use of the Facility by Contractor, its agents, employees or subcontractors. County shall not be liable for any property damage or bodily injury sustained by Contractor, its employees, agents or subcontractors, for any cause whatsoever, prior, during or subsequent to the period of time during this Agreement. This provision shall survive termination or expiration of this Agreement.

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 "D". 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.

12. **Notices:** All notices required in this Agreement shall be hand delivered or sent by certified mail, return receipt requested, if sent to the COUNTY shall be mailed to:

Director of Recreation Services  
Palm Beach County Parks and Recreation Department  
2700 Sixth Avenue South  
Lake Worth, FL 33461

and if sent to the CONTRACTOR shall be mailed to:

CONTRACTOR'S Name: Pete Noble  
CONTRACTOR'S Address: 4743 Dolphin Drive, Lake Worth, Fl. 33463  
CONTRACTOR'S Phone No: 561-317-9811

13. **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, Florida. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County, or shall it be construed as giving any rights or benefits hereunder to anyone other than the County and the Contractor.

14. **Authorization:** Any individual executing this Agreement on behalf of Contractor warrants he or she has full legal authority to do so, and his/her execution shall bind the Contractor, its employees, agents and subcontractors to the terms and conditions herein.

15. **Availability of Funds:** The County's performance and obligation to pay under this Agreement for subsequent fiscal years is contingent upon annual appropriations for its purpose by the Board of County Commissioners.

16. **Arrears:** The Contractor shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

17. **Public Entity Crimes:** As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the Contractor 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 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

18. **Criminal History Records Check:** The Contractor shall comply with the provisions of Ordinance 2003-030,

the Criminal History Records Check Ordinance ("Ordinance"), if Contractor's employees or subcontractors are required under this Agreement to enter a "critical facility" as identified in Resolution R-2003-1274. The Contractor 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 records check, the Contractor shall be solely responsible for the financial, schedule, and staffing implications associated in complying with Ordinance 2003-030.

19. **Severability:** If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.
20. **Entirety of Contractual Agreement:** The County and the Contractor 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.
21. **Waiver:** Failure of County to insist upon strict performance of any covenant or condition of this Agreement, or to execute any right herein contained, shall not be construed as a waiver or relinquishment for the failure of such covenant, condition, or right, but the same shall remain in full force and effect.
22. **Nondiscrimination:** Contractor 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, sexual orientation, gender identity and expression.

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**IN WITNESS WHEREOF**, the parties have set their hands and seals in the date first above written.

**PALM BEACH COUNTY WITNESS**

Nancy Beale  
SIGNATURE

Nancy Beale  
NAME (TYPE OR PRINT)

**PALM BEACH COUNTY**

Rimmie Fullum  
DEPARTMENT DIRECTOR

m. mart

\_\_\_\_\_  
COUNTY ADMINISTRATOR (if contract value exceeds \$50,000.)

**INDEPENDENT CONTRACTOR**

Peter H Noble  
SIGNATURE

PETER H NOBLE / OWNER of CITY SOUND & RECORDING LLC  
NAME & TITLE (TYPE OR PRINT)

**CONTRACTOR WITNESS**

[Signature]  
SIGNATURE

Tom Barone  
NAME (TYPE OR PRINT)

Approved as to Form and Legal Sufficiency

By: Anne Delgado  
Assistant County Attorney

EXHIBIT "A"

Scope of Work

September 19, 2009 "Comedian Peter Fogel" City Sound and Recording LLC

Contractor will supply to the County, one (1) sound technician, one (1) spotlight technician and one (1) complete sound system including mixing console, speakers, amp racks, monitors, mics with stands, and all necessary cables to provide sound during the show which runs from 8:00 PM to 10:00 PM. Contractor will arrive a minimum of 120 minutes prior to the concert start to prepare and set up sound equipment. Contractor will provide a sound check 30 minutes prior to performance time. Contractor will provide one (1) CD player to play pre-recorded music for patrons prior to start of concert.

County will provide two (2) light trees with four (4) par 64 cans per tree plus gels. No dimmer package or light technician required.

**EXHIBIT "B"**

**Power Requirements**

**September 19, 2009 "Comedian Peter Fogel" City Sound and Recording LLC**

County will provide 3 phase 200 amp power for sound equipment and 400 amp power for lighting equipment. Contractor will provide all extension cords and power hookups.

County will provide bottled water for contractor.



**EXHIBIT "C"**

**Not Required**

**EXHIBIT "D"**

Attached to this contract.

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

**PRODUCER**  
 Allied Specialty Insurance, Inc.  
 10451 Gulf Blvd.  
 Treasure Island, FL 33708  
 1-800-237-3355

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**INSURED**  
 City Sound and Recording, LLC  
 Peter Noble, an individual  
 4743 Dolphin Drive  
 Lake Worth, FL 33463

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: St. Paul Travelers Insurance Companies, Inc.	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

**COVERAGES**

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

FORM APPROV. LTR. BRND	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	CK08123780	03/20/2009	03/20/2010	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	CK08123760	03/20/2009	03/20/2010	COMBINED SINGLE LIMIT (EA ACCIDENT) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> EL EACH ACCIDENT \$ EL DISEASE - EA EMPLOYEE \$ EL DISEASE - POLICY LIMIT \$

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**

The Certificate Holder is included as an Additional Insured, but only as respects to claims arising out of the negligence of the Named Insured.

**CERTIFICATE HOLDER**

Palm Beach County  
 C/O Purchasing Department  
 50 South Military Trail  
 Suite 110  
 West Palm Beach, FL 33415

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*Robert W. A. Smith*

ACCOUNT: 0001-580-5207-02-34D1		VENDOR CODE: VL 0000116 028		CONTRACT: CITY SOUND & RECORDING 1/2/10/09	
MC: AB	BD	PS: <u>ADD</u>	CC:	CA:	DD:

**SOUND AND LIGHT PRODUCTION SERVICES CONTRACTOR AGREEMENT FOR  
PALM BEACH COUNTY PARKS & RECREATION DEPARTMENT**

This Agreement is made as of the 12 day of 12, 2009, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the "County" and City Sound and Recording, LLC, an Independent Contractor, hereinafter referred to as "Contractor".

**WITNESSETH:**

**WHEREAS**, the County desires to host the Winter Solstice Party, hereinafter referred to as the "Event" at Sunset Cove Amphitheater, hereinafter referred to as the "Facility"; and

**WHEREAS**, as part of the Event, the County desires to hire Production Services, which shall consist of sound and light equipment and staff, hereinafter referred to as "Production Services"; and

**WHEREAS**, Contractor desires to provide Production Services to the County at the Facility during the Event; and

**WHEREAS**, Contractor has the knowledge, ability, and equipment to provide such Production Services for the County; and

**WHEREAS**, providing Production Services at the Facility serves a public purpose; and

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

**NOW THEREFORE**, in consideration of the mutual covenants and promises contained herein, the County and Contractor hereby agree as follows:

1. **Recitals:** The foregoing recitals are true and correct and are incorporated herein by reference.
2. **Term:** The Contractor shall commence its Production Services on Saturday December 19, 2009 at 3:00 PM and shall complete all services by Saturday December 19, 2009 at 7:00 PM.
3. **Payments To Contractor:** County shall pay Contractor a total amount not-to-exceed Three Hundred and Fifty dollars (\$350.00) for Production Services as described above. County shall pay a deposit to Contractor in an amount not-to-exceed One Hundred and Seventy-five dollars (\$175.00), which shall be part of the total not-to-exceed amount as mentioned above. The balance in the amount not-to exceed One Hundred and Seventy-five dollars (\$175.00) shall be paid to Contractor upon completion of the Production Services at the Facility, and upon verification by County that all services have been performed in accordance with this Agreement. If Contractor cancels or fails to appear at the Event, Contractor and County shall negotiate an alternate date for the Production Services. If an alternative date for the Production Services cannot be negotiated within three (3) days after cancellation, Contractor shall fully refund County's deposit within two (2) days of written notice by County that an alternative date for the Production Services cannot be negotiated. Contractor shall furnish at its expense all transportation to and from the Event and Facility. All transportation, travel, food and lodging expenses are included in the not-to-exceed amount mentioned above.
4. **Taxes:** The County is exempt from payment of Florida State Sales and Use Taxes. The County will sign an exemption certificate submitted by the Contractor. The Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is Contractor authorized to use the County's Tax Exemption Number in securing such materials.

The Contractor shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement. It is also acknowledged and agreed by the County and Contractor that the service herein provided by the Contractor is a professional service and that the County is neither paying Social Security benefits nor withholding taxes from the Contractor's compensation for said service. The Contractor assumes all liability and responsibility for payment of his/her own FICA and Social Security benefits with respect to this Agreement.

5. Contractor's Responsibilities:

- A. Contractor shall provide Production Services as more particularly described in Exhibit "A", the Scope of Work, attached hereto and incorporated herein by reference.
- B. Contractor's Production Services shall begin at 3:00 PM and end at 7:00 PM.
- C. Contractor may arrive at the Facility to begin setting up at 3:00 PM but shall arrive no later than sixty (60) minutes prior to the scheduled Entertainment time and shall have completed all sound checks and warm-ups, if applicable, at least thirty (30) minutes prior to the scheduled Entertainment time.
- D. Contractor shall break down and remove all equipment and other materials it brings to the Event immediately upon completion of the Event, and shall leave the Facility in the same condition the Facility was in prior to conducting the Production Services.
- E. Contractor shall appear and perform Production Services for at least ninety percent (90%) of the scheduled Event time. Failure to adhere to this provision shall result in a downward adjustment in compensation payable to Contractor. County shall be the sole decision maker as to whether this provision has been complied with.
- F. Contractor shall perform the Production Services set forth in this Agreement in accordance with all applicable association/governing body rules and regulations, and in a competent, professional, safe, and responsible manner with full regard for the safety of the participants as well as the Facility.
- G. No alcohol or illegal drugs shall be consumed by Contractor, its employees or agents prior to, during or subsequent to the Event.
- H. County will provide the sound equipment and lighting for Production Services, as more specifically described in Exhibit "B", attached hereto and incorporated herein by reference. All other equipment, instruments, supplies and props not identified in Exhibit "B" that are necessary for the Entertainment shall be provided and transported by Contractor. County assumes no responsibility for any items or materials of Contractor while at the Facility.
- I. Contractor further represents it has inspected the Facility and that the Facility is in proper condition for the Production Services to be completed.
- J. All vehicles belonging to Contractor or Contractor's employees or agents shall be parked in the assigned area prior to the beginning of the Event.
- K. County shall provide basic electrical services for the Event, but Contractor shall be responsible for all necessary extension cords and other related equipment.
- L. If any additional requirements such as specialty certifications, licenses and/or memberships applicable to the Production Services are required, CONTRACTOR shall attach a copy of each to this Agreement as Exhibit "C".
- M. Contractor shall not use or permit the use of any pyrotechnics of any type during the Event.
- N. Contractor shall not undertake or participate in any business, exhibit or activity at the Event other than herein specified.

- O. Contractor shall comply in all material respects with all federal and state laws and regulations and all applicable county and city ordinances and regulations.
6. Cancellation and Postponement of Event:
- A. In case of inclement weather (i.e. hurricanes, thunderstorms, tornadoes, flooding, etc.), Acts of God, riots, strikes, epidemics, and similar circumstances affecting public safety, as determined solely by County, the County may cancel or postpone this Agreement by providing Contractor with at least four (4) hours notice prior to the scheduled Event. Upon cancellation due to inclement weather, County and Contractor may negotiate another date for the Event at the Facility by Contractor, upon the same terms and conditions of this Agreement. In the event an alternate date cannot be agreed upon by both parties within three (3) days after cancellation, Contractor shall fully refund County's deposit within two (2) days of written notice by County that an alternative date for the Event cannot be negotiated. In the event an alternate date is not negotiated in accordance herewith, Contractor shall not be entitled to payment, and County shall not be liable for any lost profits or damages claimed by Contractor. County reserves the right, without liability therefore, to evacuate the Facility during any activity in progress where it is deemed necessary for the safety of the general public, patrons, or guests.
  - B. In the event of sickness or acts of nature that prevent Contractor from performing the Production Services as scheduled, Contractor may fulfill the obligations of this Agreement by substituting a similar Production Company, with the prior approval of County. If a substitute Production Company performs the Production Services, Contractor shall refund County's full deposit immediately, and County may pay a lower not-to-exceed amount to the substitute Production Company.
  - C. County can adjust Contractor's Production Services as deemed necessary to conclude the Event early, in consultation with Contractor. If in the reasonable discretion of County, Contractor is not performing the Production Services in a professional manner in accordance with this Agreement, the Event may be canceled early and this Agreement shall be terminated, and Contractor shall immediately return all deposits paid by County to Contractor.
  - D. County may terminate this Agreement without cause upon seven (7) days prior written notice to Contractor. County shall not be liable to Contractor for any lost profits or damages claimed by Contractor. Upon early termination by County, Contractor shall refund County's full deposit within two (2) days after notice of termination.
  - E. Contractor may terminate this Agreement upon written notice mailed to the County at least thirty (30) working days prior to the Event, and shall immediately refund all deposits paid by County to Contractor.
7. Independent Contractor Status: It is specifically understood that the Contractor is an independent contractor and not an employee of the County. The County and Contractor agree that this Agreement is not a contract of employment and that no relationship of Employer/Employee or Principal/Agent is or shall be created hereby nor shall hereafter exist by reason of the performance of the services herein specified.
8. Assignment: Contractor shall not assign, transfer or otherwise encumber this Agreement or any party thereof, in any manner without the prior written consent of the County. It is further agreed that no modification, amendment or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and equal dignity herewith.
9. Representatives: The County's representative for this Agreement is Ann Butler telephone no.561-488-7414 The Contractor's representative for this Agreement is Peter Noble telephone no.561-317-9811.
10. Indemnification: Contractor shall conduct its activities and Production Services and the activities and Production Services of its agents, employees and subcontractors at the Facility as not to endanger any person thereon and to indemnify and hold harmless the County, its officials, agents and employees from and against all claims, suits, actions, damages, liabilities, expenditures or causes of action, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising out of or in any way

connected to the activity or inactivity of Contractor, its agents, employees or subcontractors, and resulting or occurring from any act, omission or error of Contractor, its agents or employees, resulting in or relating to injuries to body, life, limb or property sustained in, about or of the use of the Facility by Contractor, its agents, employees or subcontractors. County shall not be liable for any property damage or bodily injury sustained by Contractor, its employees, agents or subcontractors, for any cause whatsoever, prior, during or subsequent to the period of time during this Agreement. This provision shall survive termination or expiration of this Agreement.

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 "D". 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.

12. Notices: All notices required in this Agreement shall be hand delivered or sent by certified mail, return receipt requested, if sent to the COUNTY shall be mailed to:

Director of Recreation Services  
Palm Beach County Parks and Recreation Department  
2700 Sixth Avenue South  
Lake Worth, FL 33461

and if sent to the CONTRACTOR shall be mailed to:

CONTRACTOR'S Name: Peter Noble  
CONTRACTOR'S Address: 4743 Dolphin Drive, Lake Worth, FL 33463  
CONTRACTOR'S Phone No. 561-317-9811

13. 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, Florida. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County, or shall it be construed as giving any rights or benefits hereunder to anyone other than the County and the Contractor.

14. Authorization: Any individual executing this Agreement on behalf of Contractor warrants he or she has full legal authority to do so, and his/her execution shall bind the Contractor, its employees, agents and subcontractors to the terms and conditions herein.

15. Availability of Funds: The County's performance and obligation to pay under this Agreement for subsequent fiscal years is contingent upon annual appropriations for its purpose by the Board of County Commissioners.

16. Arrears: The Contractor shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

17. Public Entity Crimes: As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the Contractor 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 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

18. Criminal History Records Check: The Contractor shall comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance ("Ordinance"), if Contractor's employees or subcontractors are required under this Agreement to enter a "critical facility" as identified in Resolution R-2003-1274. The Contractor 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 records check, the Contractor shall be solely responsible for the financial, schedule, and staffing implications associated in complying with Ordinance 2003-030.
19. Severability: If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.
20. Entirety of Contractual Agreement: The County and the Contractor 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.
21. Waiver: Failure of County to insist upon strict performance of any covenant or condition of this Agreement, or to execute any right herein contained, shall not be construed as a waiver or relinquishment for the failure of such covenant, condition, or right, but the same shall remain in full force and effect.
22. Nondiscrimination: Contractor 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, sexual orientation, gender identity and expression.

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)



**IN WITNESS WHEREOF**, the parties have set their hands and seals in the date first above written.

**PALM BEACH COUNTY WITNESS**

*Tom Landy*

SIGNATURE

Tom LANDY

NAME (TYPE OR PRINT)

**PALM BEACH COUNTY**

*Dennis Ehlman*

DEPARTMENT DIRECTOR

COUNTY ADMINISTRATOR (If contract value exceeds \$50,000.)

**INDEPENDENT CONTRACTOR**

*Peter H Noble*

SIGNATURE

PETER H NOBLE / PRESIDENT

NAME & TITLE (TYPE OR PRINT)

**CONTRACTOR WITNESS**

*Dora Triana*

SIGNATURE

Dora Triana

NAME (TYPE OR PRINT)

Approved as to Form and Legal Sufficiency

By: *Anne Delgado*  
Assistant County Attorney

**EXHIBIT "A"**

**Scope of Work**

**Saturday December 19, 2009 "Winter Solstice Party" - City Sound & Recording**

Contractor will provide the County with one (1) sound technician, 2 monitors, 2 microphones with stands and all cables. The County sound system will be assembled by the Contractor. Contractor will sound check the talent 30 minutes prior to show time, which is 5:15 PM to 6:00 PM. Microphones, are not to be moved after sound check has been completed.

**EXHIBIT "B"**

December 19, 2009 "Winter Solstice Party" -City Sound and Recording LLC

Contractor will provide all extension cords. County will provide a full sound system as described on Attachment B-1.

County will provide bottled water for contractor.

**EXHIBIT "C"**

Not Required

**EXHIBIT "D"**

Attached to this contract.

ACCOUNT: 0001-580-5207-01-3401		VENDOR CODE: VG0000116028		CONTRACT: <i>PRODUCTION - 2/27/10</i>	
MC: MT <i>65</i>	PS <i>16</i>	CC:	CA:	DD:	

**SOUND AND LIGHT PRODUCTION SERVICES CONTRACTOR AGREEMENT FOR  
PALM BEACH COUNTY PARKS & RECREATION DEPARTMENT**

This Agreement is made as of the *10<sup>th</sup>* day of *Feb*, 20*10*, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the "County" and City Sound and Recording LLC, an Independent Contractor, hereinafter referred to as "Contractor".

**WITNESSETH:**

**WHEREAS**, the County desires to host a concert, hereinafter referred to as the "Event" at Seabreeze Amphitheater, hereinafter referred to as the "Facility"; and

**WHEREAS**, as part of the Event, the County desires to hire Production Services, which shall consist of sound equipment and staff, hereinafter referred to as "Production Services"; and

**WHEREAS**, Contractor desires to provide Production Services to the County at the Facility during the Event; and

**WHEREAS**, Contractor has the knowledge, ability, and equipment to provide such Production Services for the County; and

**WHEREAS**, providing Production Services at the Facility serves a public purpose; and

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

**NOW THEREFORE**, in consideration of the mutual covenants and promises contained herein, the County and Contractor hereby agree as follows:

1. **Recitals:** The foregoing recitals are true and correct and are incorporated herein by reference.
2. **Term:** The Contractor shall commence its Production Services on Saturday February 27, 2010 at 12:00pm and shall complete all services by Sunday February 28, 2010 at 1:00am.
3. **Payments To Contractor:** County shall pay Contractor a total amount not-to-exceed one thousand five hundred dollars [\$1,500.00] for Production Services as described above. County shall pay a deposit to Contractor in an amount not-to-exceed seven hundred fifty dollars [\$750.00], which shall be part of the total not-to-exceed amount as mentioned above. The balance in the amount not-to-exceed seven hundred fifty dollars [\$750.00], shall be paid to Contractor upon completion of the Production Services at the Facility, and upon verification by County that all services have been performed in accordance with this Agreement. If Contractor cancels or fails to appear at the Event, Contractor and County shall negotiate an alternate date for the Production Services. If an alternative date for the Production Services cannot be negotiated within three (3) days after cancellation, Contractor shall fully refund County's deposit within two (2) days of written notice by County that an alternative date for the Production Services cannot be negotiated. Contractor shall furnish at its expense all transportation to and from the Event and Facility. All transportation, travel, food and lodging expenses are included in the not-to-exceed amount mentioned above.
4. **Taxes:** The County is exempt from payment of Florida State Sales and Use Taxes. The County will sign an exemption certificate submitted by the Contractor. The Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is Contractor authorized to use the County's Tax Exemption Number in securing such materials.

The Contractor shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement. It is also acknowledged and agreed by the County and

Contractor that the service herein provided by the Contractor is a professional service and that the County is neither paying Social Security benefits nor withholding taxes from the Contractor's compensation for said service. The Contractor assumes all liability and responsibility for payment of his/her own FICA and Social Security benefits with respect to this Agreement.

5. Contractor's Responsibilities:

- A. Contractor shall provide Production Services as more particularly described in Exhibit "A", the Scope of Work, attached hereto and incorporated herein by reference.
- B. Contractor's Production Services shall begin at 12:00pm and end at 1:00am.
- C. Contractor may arrive at the Facility to begin setting up at 12:00pm, but shall arrive no later than 120 minutes prior to the scheduled Entertainment time and shall have completed all sound checks and warm-ups, if applicable, at least 60 minutes prior to the scheduled Entertainment time.
- D. Contractor shall break down and remove all equipment and other materials it brings to the Event immediately upon completion of the Event, and shall leave the Facility in the same condition the Facility was in prior to conducting the Production Services.
- E. Contractor shall appear and perform Production Services for at least ninety percent (90%) of the scheduled Event time. Failure to adhere to this provision shall result in a downward adjustment in compensation payable to Contractor. County shall be the sole decision maker as to whether this provision has been complied with.
- F. Contractor shall perform the Production Services set forth in this Agreement in accordance with all applicable association/governing body rules and regulations, and in a competent, professional, safe, and responsible manner with full regard for the safety of the participants as well as the Facility.
- G. No alcohol or illegal drugs shall be consumed by Contractor, its employees or agents prior to, during or subsequent to the Event.
- H. County will provide the sound equipment and lighting for Production Services, as more specifically described in Exhibit "B", attached hereto and incorporated herein by reference. All other equipment, instruments, supplies and props not identified in Exhibit "B" that are necessary for the Entertainment shall be provided and transported by Contractor. County assumes no responsibility for any items or materials of Contractor while at the Facility.
- I. Contractor further represents it has inspected the Facility and that the Facility is in proper condition for the Production Services to be completed.
- J. All vehicles belonging to Contractor or Contractor's employees or agents shall be parked in the assigned area prior to the beginning of the Event.
- K. County shall provide basic electrical services for the Event, but Contractor shall be responsible for all necessary extension cords and other related equipment.
- L. If any additional requirements such as specialty certifications, licenses and/or memberships applicable to the Production Services are required, CONTRACTOR shall attach a copy of each to this Agreement as Exhibit "C".
- M. Contractor shall not use or permit the use of any pyrotechnics of any type during the Event.
- N. Contractor shall not undertake or participate in any business, exhibit or activity at the Event other than herein specified.
- O. Contractor shall comply in all material respects with all federal and state laws and regulations and all applicable county and city ordinances and regulations.



6. Cancellation and Postponement of Event:

- A. In case of inclement weather (i.e. hurricanes, thunderstorms, tornadoes, flooding, etc.), Acts of God, riots, strikes, epidemics, and similar circumstances affecting public safety, as determined solely by County, the County may cancel or postpone this Agreement by providing Contractor with at least 4 hours notice prior to the scheduled Event. Upon cancellation due to inclement weather, County and Contractor may negotiate another date for the Event at the Facility by Contractor, upon the same terms and conditions of this Agreement. In the event an alternate date cannot be agreed upon by both parties within three (3) days after cancellation, Contractor shall fully refund County's deposit within two (2) days of written notice by County that an alternative date for the Event cannot be negotiated. In the event an alternate date is not negotiated in accordance herewith, Contractor shall not be entitled to payment, and County shall not be liable for any lost profits or damages claimed by Contractor. County reserves the right, without liability therefore, to evacuate the Facility during any activity in progress where it is deemed necessary for the safety of the general public, patrons, or guests.
- B. In the event of sickness or acts of nature that prevent Contractor from performing the Production Services as scheduled, Contractor may fulfill the obligations of this Agreement by substituting a similar Production Company, with the prior approval of County. If a substitute Production Company performs the Production Services, Contractor shall refund County's full deposit immediately, and County may pay a lower not-to-exceed amount to the substitute Production Company.
- C. County can adjust Contractor's Production Services as deemed necessary to conclude the Event early, in consultation with Contractor. If in the reasonable discretion of County, Contractor is not performing the Production Services in a professional manner in accordance with this Agreement, the Event may be canceled early and this Agreement shall be terminated, and Contractor shall immediately return all deposits paid by County to Contractor.
- D. County may terminate this Agreement without cause upon seven (7) days prior written notice to Contractor. County shall not be liable to Contractor for any lost profits or damages claimed by Contractor. Upon early termination by County, Contractor shall refund County's full deposit within two (2) days after notice of termination.
- E. Contractor may terminate this Agreement upon written notice mailed to the County at least thirty (30) working days prior to the Event, and shall immediately refund all deposits paid by County to Contractor.

7. Independent Contractor Status: It is specifically understood that the Contractor is an independent contractor and not an employee of the County. The County and Contractor agree that this Agreement is not a contract of employment and that no relationship of Employer/Employee or Principal/Agent is or shall be created hereby nor shall hereafter exist by reason of the performance of the services herein specified.

8. Assignment: Contractor shall not assign, transfer or otherwise encumber this Agreement or any party thereof, in any manner without the prior written consent of the County. It is further agreed that no modification, amendment or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and equal dignity herewith.

9. Representatives: The County's representative for this Agreement is Melissa Turner, telephone no. (561) 963-6702. The Contractor's representative for this Agreement is Pete Noble, telephone no. (561) 317-9811.

10. Indemnification: Contractor shall conduct its activities and Production Services and the activities and Production Services of its agents, employees and subcontractors at the Facility as not to endanger any person thereon and to indemnify and hold harmless the County, its officials, agents and employees from and against all claims, suits, actions, damages, liabilities, expenditures or causes of action, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising out of or in any way connected to the activity or inactivity of Contractor, its agents, employees or subcontractors, and resulting

or occurring from any act, omission or error of Contractor, its agents or employees, resulting in or relating to injuries to body, life, limb or property sustained in, about or of the use of the Facility by Contractor, its agents, employees or subcontractors. County shall not be liable for any property damage or bodily injury sustained by Contractor, its employees, agents or subcontractors, for any cause whatsoever, prior, during or subsequent to the period of time during this Agreement. This provision shall survive termination or expiration of this Agreement.

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 "D". 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.
12. **Notices:** All notices required in this Agreement shall be hand delivered or sent by certified mail, return receipt requested, if sent to the COUNTY shall be mailed to:  
  
Director of Recreation Services  
Palm Beach County Parks and Recreation Department  
2700 Sixth Avenue South  
Lake Worth, FL 33461  
  
and if sent to the CONTRACTOR shall be mailed to:  
  
CONTRACTOR'S Name: Pete Noble  
  
CONTRACTOR'S Address: 4743 Dolphin Drive Lake Worth, FL 33463  
  
CONTRACTOR'S Phone No. (561) 317-9811
13. **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, Florida. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County, or shall it be construed as giving any rights or benefits hereunder to anyone other than the County and the Contractor.
14. **Authorization:** Any individual executing this Agreement on behalf of Contractor warrants he or she has full legal authority to do so, and his/her execution shall bind the Contractor, its employees, agents and subcontractors to the terms and conditions herein.
15. **Availability of Funds:** The County's performance and obligation to pay under this Agreement for subsequent fiscal years is contingent upon annual appropriations for its purpose by the Board of County Commissioners.
16. **Arrears:** The Contractor shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.
17. **Public Entity Crimes:** As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the Contractor 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 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

18. **Criminal History Records Check:** The Contractor shall comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance ("Ordinance"), if Contractor's employees or subcontractors are required under this Agreement to enter a "critical facility" as identified in Resolution R-2003-1274. The Contractor 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 records check, the Contractor shall be solely responsible for the financial, schedule, and staffing implications associated in complying with Ordinance 2003-030.
19. **Severability:** If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.
20. **Entirety of Contractual Agreement:** The County and the Contractor 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.
21. **Waiver:** Failure of County to insist upon strict performance of any covenant or condition of this Agreement, or to execute any right herein contained, shall not be construed as a waiver or relinquishment for the failure of such covenant, condition, or right, but the same shall remain in full force and effect.
22. **Nondiscrimination:** Contractor 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, sexual orientation, gender identity and expression.

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**PALM BEACH COUNTY WITNESS**

Kimberly A. McNeeley  
SIGNATURE

Kimberly A. McNeeley  
NAME (TYPE OR PRINT)

**PALM BEACH COUNTY**

Deanna E. [Signature]  
DEPARTMENT DIRECTOR

\_\_\_\_\_  
COUNTY ADMINISTRATOR (If contract value exceeds \$50,000.)

**INDEPENDENT CONTRACTOR**

Peter H. Noble  
SIGNATURE

PETER H NOBLE / OWNER  
NAME & TITLE (TYPE OR PRINT)

**CONTRACTOR WITNESS**

A. Butler  
SIGNATURE

A. Butler  
NAME (TYPE OR PRINT)

Approved as to Form and Legal Sufficiency

By: Anne Idelmont  
Assistant County Attorney

**Exhibit "A"**

**Scope of Work**

**February 27, 2010 "JP Soars Concert" City Sound and Recording LLC**

Contractor will supply to the County, one (1) sound engineer, one (1) stage manager, one (1) assistant, and one (1) complete sound system including mixing console, speakers, amp racks, monitors, mics with stands, and all necessary cables to provide sound during the concert which runs from 8:00 PM to 10:00 PM. Contractor will assist the performers to set up backline and provide a sound check 30 minutes prior to performance time. Contractor will provide one (1) CD player to play pre-recorded music for patrons prior to start of concert.

**EXHIBIT "B"**

**Power Requirements**

**February 27, 2010 "JP Soars Concert" City Sound and Recording LLC**

County will provide 3 phase 200 amp power for sound equipment and 400 amp power for lighting equipment. Contractor will provide all extension cords and power hookups.

County will provide bottled water for contractor.

**EXHIBIT "C"**

Not Required

**EXHIBIT "D"**

Attached to this contract.



<b>ACORD™ CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY)
<b>PRODUCER</b> Allied Specialty Insurance, Inc. 16451 Gulf Blvd. Treasure Island, FL 33706 1-800-237-3365	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
<b>INSURED</b> City Sound and Recording, LLC Peter Noble, an individual 4743 Dolphin Drive Lake Worth, FL 33463	<b>INSURERS AFFORDING COVERAGE</b> INSURER A: St. Paul Travelers Insurance Companies, Inc. INSURER B: INSURER C: INSURER D: INSURER E:	<b>NAIC #</b>     

**COVERAGES**  
 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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADDL	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GENL. AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	CK06123760	03/20/2009	03/20/2010	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Excludes Autos) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> Hired AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	CK06123760	03/20/2009	03/20/2010	COMBINED SINGLE LIMIT (Ex accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WC STATU-TORY LIMITS   OTH-ER EL. EACH ACCIDENT \$ EL. DISEASE - EA EMPLOYEE \$ EL. DISEASE - POLICY LIMIT \$

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**  
 The Certificate Holder is included as an Additional Insured, but only as respects to claims arising out of the negligence of the Named Insured.

<b>CERTIFICATE HOLDER</b> Palm Beach County C/O Purchasing Department 50 South Military Trail Suite 110 West Palm Beach, FL 33415	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Robert W. A. Smith</i>
--	---

ACCOUNT: 0001-580-5207-02-3401	VENDOR CODE: VC0000116028	CONTRACT: <i>PRODUCTION - JULY 4, 2010</i>		
MC: AB <i>8</i>	PS:	CC:	CA: <i>a. 2d.</i>	DD:

**SOUND AND LIGHT PRODUCTION SERVICES CONTRACTOR AGREEMENT FOR  
PALM BEACH COUNTY PARKS & RECREATION DEPARTMENT**

This Agreement is made as of the 25<sup>th</sup> day of Feb, 2010, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the "County" and City Sound and Recording LLC, an Independent Contractor, hereinafter referred to as "Contractor".

**WITNESSETH:**

**WHEREAS**, the County desires to host a July 4<sup>th</sup> concert, hereinafter referred to as the "Event" at Sunset Cove Amphitheater, hereinafter referred to as the "Facility"; and

**WHEREAS**, as part of the Event, the County desires to hire Production Services, which shall consist of sound equipment and staff, hereinafter referred to as "Production Services"; and

**WHEREAS**, Contractor desires to provide Production Services to the County at the Facility during the Event; and

**WHEREAS**, Contractor has the knowledge, ability, and equipment to provide such Production Services for the County; and

**WHEREAS**, providing Production Services at the Facility serves a public purpose; and

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

**NOW THEREFORE**, in consideration of the mutual covenants and promises contained herein, the County and Contractor hereby agree as follows:

1. **Recitals:** The foregoing recitals are true and correct and are incorporated herein by reference.
2. **Term:** The Contractor shall commence its Production Services on July 4, 2010 at 12:00 PM and shall complete all services by July 4, 2010 at 11:00 PM.
3. **Payments To Contractor:** County shall pay Contractor a total amount not-to-exceed Two Thousand dollars (\$2,000.00) for Production Services as described above. County shall pay a deposit to Contractor in an amount not-to-exceed One Thousand dollars (\$1,000.00), which shall be part of the total not-to-exceed amount as mentioned above. The balance in the amount not-to-exceed One Thousand dollars (\$1,000.00) shall be paid to Contractor upon completion of the Production Services at the Facility, and upon verification by County that all services have been performed in accordance with this Agreement. If Contractor cancels or fails to appear at the Event, Contractor and County shall negotiate an alternate date for the Production Services. If an alternative date for the Production Services cannot be negotiated within three (3) days after cancellation, Contractor shall fully refund County's deposit within two (2) days of written notice by County that an alternative date for the Production Services cannot be negotiated. Contractor shall furnish at its expense all transportation to and from the Event and Facility. All transportation, travel, food and lodging expenses are included in the not-to-exceed amount mentioned above.
4. **Taxes:** The County is exempt from payment of Florida State Sales and Use Taxes. The County will sign an exemption certificate submitted by the Contractor. The Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is Contractor authorized to use the County's Tax Exemption Number in securing such materials.

The Contractor shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement. It is also acknowledged and agreed by the County and

Contractor that the service herein provided by the Contractor is a professional service and that the County is neither paying Social Security benefits nor withholding taxes from the Contractor's compensation for said service. The Contractor assumes all liability and responsibility for payment of his/her own FICA and Social Security benefits with respect to this Agreement.

5. Contractor's Responsibilities:

- A. Contractor shall provide Production Services as more particularly described in Exhibit "A", the Scope of Work, attached hereto and incorporated herein by reference.
- B. Contractor's Production Services shall begin at 12:00 PM and end at 11:00 PM.
- C. Contractor may arrive at the Facility to begin setting up at 12:00 PM, but shall arrive no later than one hundred and eighty (180) minutes prior to the scheduled Entertainment time and shall have completed all sound checks and warm-ups, if applicable, at least thirty (30) minutes prior to the scheduled Entertainment time.
- D. Contractor shall break down and remove all equipment and other materials it brings to the Event immediately upon completion of the Event, and shall leave the Facility in the same condition the Facility was in prior to conducting the Production Services.
- E. Contractor shall appear and perform Production Services for at least ninety percent (90%) of the scheduled Event time. Failure to adhere to this provision shall result in a downward adjustment in compensation payable to Contractor. County shall be the sole decision maker as to whether this provision has been complied with.
- F. Contractor shall perform the Production Services set forth in this Agreement in accordance with all applicable association/governing body rules and regulations, and in a competent, professional, safe, and responsible manner with full regard for the safety of the participants as well as the Facility.
- G. No alcohol or illegal drugs shall be consumed by Contractor, its employees or agents prior to, during or subsequent to the Event.
- H. County will provide the sound equipment and lighting for Production Services, as more specifically described in Exhibit "B", attached hereto and incorporated herein by reference. All other equipment, instruments, supplies and props not identified in Exhibit "B" that are necessary for the Entertainment shall be provided and transported by Contractor. County assumes no responsibility for any items or materials of Contractor while at the Facility.
- I. Contractor further represents it has inspected the Facility and that the Facility is in proper condition for the Production Services to be completed.
- J. All vehicles belonging to Contractor or Contractor's employees or agents shall be parked in the assigned area prior to the beginning of the Event.
- K. County shall provide basic electrical services for the Event, but Contractor shall be responsible for all necessary extension cords and other related equipment.
- L. If any additional requirements such as specialty certifications, licenses and/or memberships applicable to the Production Services are required, CONTRACTOR shall attach a copy of each to this Agreement as Exhibit "C".
- M. Contractor shall not use or permit the use of any pyrotechnics of any type during the Event.
- N. Contractor shall not undertake or participate in any business, exhibit or activity at the Event other than herein specified.
- O. Contractor shall comply in all material respects with all federal and state laws and regulations and all

applicable county and city ordinances and regulations.

6. Cancellation and Postponement of Event:

- A. In case of inclement weather (i.e. hurricanes, thunderstorms, tornadoes, flooding, etc.), Acts of God, riots, strikes, epidemics, and similar circumstances affecting public safety, as determined solely by County, the County may cancel or postpone this Agreement by providing Contractor with at least four (4) hours notice prior to the scheduled Event. Upon cancellation due to inclement weather, County and Contractor may negotiate another date for the Event at the Facility by Contractor, upon the same terms and conditions of this Agreement. In the event an alternate date cannot be agreed upon by both parties within three (3) days after cancellation, Contractor shall fully refund County's deposit within two (2) days of written notice by County that an alternative date for the Event cannot be negotiated. In the event an alternate date is not negotiated in accordance herewith, Contractor shall not be entitled to payment, and County shall not be liable for any lost profits or damages claimed by Contractor. County reserves the right, without liability therefore, to evacuate the Facility during any activity in progress where it is deemed necessary for the safety of the general public, patrons, or guests.
- B. In the event of sickness or acts of nature that prevent Contractor from performing the Production Services as scheduled, Contractor may fulfill the obligations of this Agreement by substituting a similar Production Company, with the prior approval of County. If a substitute Production Company performs the Production Services, Contractor shall refund County's full deposit immediately, and County may pay a lower not-to-exceed amount to the substitute Production Company.
- C. County can adjust Contractor's Production Services as deemed necessary to conclude the Event early, in consultation with Contractor. If in the reasonable discretion of County, Contractor is not performing the Production Services in a professional manner in accordance with this Agreement, the Event may be canceled early and this Agreement shall be terminated, and Contractor shall immediately return all deposits paid by County to Contractor.
- D. County may terminate this Agreement without cause upon seven (7) days prior written notice to Contractor. County shall not be liable to Contractor for any lost profits or damages claimed by Contractor. Upon early termination by County, Contractor shall refund County's full deposit within two (2) days after notice of termination.
- E. Contractor may terminate this Agreement upon written notice mailed to the County at least thirty (30) working days prior to the Event, and shall immediately refund all deposits paid by County to Contractor.

7. Independent Contractor Status: It is specifically understood that the Contractor is an independent contractor and not an employee of the County. The County and Contractor agree that this Agreement is not a contract of employment and that no relationship of Employer/Employee or Principal/Agent is or shall be created hereby nor shall hereafter exist by reason of the performance of the services herein specified.

8. Assignment: Contractor shall not assign, transfer or otherwise encumber this Agreement or any party thereof, in any manner without the prior written consent of the County. It is further agreed that no modification, amendment or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and equal dignity herewith.

9. Representatives: The County's representative for this Agreement is Ann Butler, telephone no. 561-488-7414. The Contractor's representative for this Agreement is Pete Noble, telephone no. 561-317-9811.

10. Indemnification: Contractor shall conduct its activities and Production Services and the activities and Production Services of its agents, employees and subcontractors at the Facility as not to endanger any person thereon and to indemnify and hold harmless the County, its officials, agents and employees from and against all claims, suits, actions, damages, liabilities, expenditures or causes of action, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising out of or in any way connected to the activity or inactivity of Contractor, its agents, employees or subcontractors, and resulting

or occurring from any act, omission or error of Contractor, its agents or employees, resulting in or relating to injuries to body, life, limb or property sustained in, about or of the use of the Facility by Contractor, its agents, employees or subcontractors. County shall not be liable for any property damage or bodily injury sustained by Contractor, its employees, agents or subcontractors, for any cause whatsoever, prior, during or subsequent to the period of time during this Agreement. This provision shall survive termination or expiration of this Agreement.

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 "D". 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.
12. **Notices:** All notices required in this Agreement shall be hand delivered or sent by certified mail, return receipt requested, if sent to the COUNTY shall be mailed to:  
  
Director of Recreation Services  
Palm Beach County Parks and Recreation Department  
2700 Sixth Avenue South  
Lake Worth, FL 33461  
  
and if sent to the CONTRACTOR shall be mailed to:  
  
CONTRACTOR'S Name: City Sound and Recording LLC c/o Peter Noble  
CONTRACTOR'S Address: 4743 Dolphin Dr., Lake Worth, Fl. 33463  
CONTRACTOR'S Phone No.: 561-317-9811
13. **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, Florida. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County, or shall it be construed as giving any rights or benefits hereunder to anyone other than the County and the Contractor.
14. **Authorization:** Any individual executing this Agreement on behalf of Contractor warrants he or she has full legal authority to do so, and his/her execution shall bind the Contractor, its employees, agents and subcontractors to the terms and conditions herein.
15. **Availability of Funds:** The County's performance and obligation to pay under this Agreement for subsequent fiscal years is contingent upon annual appropriations for its purpose by the Board of County Commissioners.
16. **Arrears:** The Contractor shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.
17. **Public Entity Crimes:** As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the Contractor 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 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

18. **Criminal History Records Check:** The Contractor shall comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance ("Ordinance"), if Contractor's employees or subcontractors are required under this Agreement to enter a "critical facility" as identified in Resolution R-2003-1274. The Contractor 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 records check, the Contractor shall be solely responsible for the financial, schedule, and staffing implications associated in complying with Ordinance 2003-030.
19. **Severability:** If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.
20. **Entirety of Contractual Agreement:** The County and the Contractor 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.
21. **Waiver:** Failure of County to insist upon strict performance of any covenant or condition of this Agreement, or to execute any right herein contained, shall not be construed as a waiver or relinquishment for the failure of such covenant, condition, or right, but the same shall remain in full force and effect.
22. **Nondiscrimination:** Contractor 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, sexual orientation, gender identity and expression.

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**IN WITNESS WHEREOF**, the parties have set their hands and seals in the date first above written.

**PALM BEACH COUNTY WITNESS**

*Kimberly A McNeel*

SIGNATURE

*Kimberly A McNeel*

NAME (TYPE OR PRINT)

**PALM BEACH COUNTY**

*Denise Johnson*

DEPARTMENT DIRECTOR

COUNTY ADMINISTRATOR (If contract value exceeds \$50,000.)

**INDEPENDENT CONTRACTOR**

*Peter H Noble*

SIGNATURE

*PETER H NOBLE / OWNER*

NAME & TITLE (TYPE OR PRINT)

**CONTRACTOR WITNESS**

*A. Butler*

SIGNATURE

*A. Butler*

NAME (TYPE OR PRINT)

Approved as to Form and Legal Sufficiency

By: *Anne Delgent*

Assistant County Attorney

## **Exhibit "A"**

### **Scope of Work**

#### **July 4, 2010 "The Brass Evolution concert" City Sound and Recording LLC**

Contractor will supply to the County, one (1) stage manager, one (1) stage technician, one (1) sound engineer, and one (1) light engineer. Contractor will supply monitor wedges, mics, cables and mic stands as required by The Brass Evolution's stage plot. Concert runs from 6:30 PM to 9:30 PM. Contractor will arrive a minimum of 180 minutes prior to the concert start to prepare and set up sound equipment. Contractor will assist the performers to set up backline and provide a sound check 30 minutes prior to performance time. Contractor will play firework coordinated music at 9:00 PM until 9:30 PM.



**EXHIBIT "B"**

**Power Requirements**

**July 4, 2010 "The Brass Evolution concert" City Sound and Recording LLC**

County will provide 3 phase 200 amp power for sound equipment and 400 amp power for lighting equipment. Contractor will provide all extension cords and power hookups.

County will provide bottled water for contractor.

**EXHIBIT "C"**

Not Required

**EXHIBIT "D"**

Attached to this contract.

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

<b>PRODUCER</b> Allied Specialty Insurance, Inc. 18451 Gulf Blvd. Treasure Island, FL 33708 1-800-237-3355	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>
<b>INSURED</b> City Sound and Recording, LLC Peter Noble, an individual 4743 Dolphin Drive Lake Worth, FL 33483	INSURER A: St. Paul Travelers Insurance Companies, Inc.	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

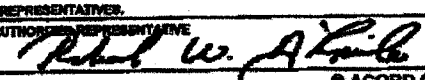
**COVERAGES**

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADDL LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	CK06123760	03/20/2009	03/20/2010	EACH OCCURRENCE \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				DAMAGE TO RENTED PREMISES (Per occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HYBRID AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	CK06123760	03/20/2009	03/20/2010	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				INC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

The Certificate Holder is included as an Additional Insured, but only as respects to claims arising out of the negligence of the Named Insured.

<b>CERTIFICATE HOLDER</b> Palm Beach County C/O Purchasing Department 50 South Military Trail Suite 110 West Palm Beach, FL 33415	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
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