

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: October 18, 2011

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: the following original executed Sound and Light Production Services Contractor Agreements:

- A) City Sound and Recording LLC; July 4th Celebration, Sunset Cove Amphitheater, on July 4, 2011;
- B) City Sound and Recording LLC; U2 by UV Tribute Act, Seabreeze Amphitheater, on September 3, 2011; and
- C) City Sound and Recording LLC; Rock and Blues Concert, Sunset Cove Amphitheater, on September 17, 2011.

Summary: The Parks and Recreation Department produced three recent popular cultural events at our amphitheater facilities this quarter which required outside sound and lighting production contracts. These events were attended by an estimated 8,803 persons and generated positive support and goodwill for the County in general. 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 Parks and Recreation Department produces cultural activities to promote the quality of life in the communities we serve by providing a setting for people to come together to enjoy a wide variety of relatively low cost quality entertainment and events. An estimated 8,803 attended the three events produced this quarter with outside sound and lighting support, including the largest crowd ever hosted at Sunset Cove for the July 4th Concert and Fireworks event. Sound and lighting support is needed to either provide supplemental equipment (Sunset Cove) or complete systems where no equipment exists (Seabreeze/Canyon Town). The events we produce have been well received by residents looking closer to home for affordable entertainment during these challenging economic times, and these events also encourage outside rentals of the facility for private and commercial events.

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 (3)

Recommended by: 
Department Director

9/21/2011
Date

Approved by: 
Assistant County Administrator

10/5/11
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2012	2013	2014	2015	2016
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>
NET FISCAL IMPACT	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>	<u></u>	<u></u>	<u></u>	<u></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:

FY2011
FUND: General Fund
UNIT: Amphitheaters
Other Contractual Services 0001-580-5207-3401 \$5,550

C. Departmental Fiscal Review: 

III. REVIEW COMMENTS

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

OFMB  9/22/11
sa 9/22/11 cc 9/26/11 9/28/11

Contract Development and Control  10/13/11

B. Legal Sufficiency:

Anne Adelgent 10/4/11
Assistant County Attorney

C. Other Department Review:

Department Director

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

SPECIAL FACILITIES DIVISION					
ACCOUNT: 001-580-5207-02-3401		VENDOR CODE: VC0000116028		CONTRACT: City Sound & Recording LLC	
MC: AB 3-23-11	PS <i>[Signature]</i>	FSS:	CC:	CA:	DD:

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

This Agreement is made as of the 15th day of April, 20 11, 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 4th 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 sound equipment and technicians, 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 **Monday July 4, 2011 at 8:00 AM** and shall complete all services by **Monday July 4, 2011 at 11:30 PM**.
3. **Payments To Contractor:** County shall pay Contractor a total amount not-to-exceed **two thousand, eight hundred and fifty dollars (\$2,850.00)** for Production Services as described above. County shall pay a deposit to Contractor in an amount not-to-exceed **one thousand, four hundred and twenty-five dollars (\$1,425.00)**, which shall be part of the total not-to-exceed amount as mentioned above. The balance in the amount not-to-exceed **one thousand, four hundred and twenty-five dollars (\$1,425.00)** 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.
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 8:00 a.m. and end at 11:30 pm.
- C. Contractor may arrive at the Facility to begin setting up at 8:00 am, but shall arrive no later than two hundred and forty (240) minutes prior to the scheduled Entertainment time and shall have completed all sound checks and warm-ups, if applicable, at least sixty (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. Pursuant to Ordinance No. 2009-049, as amended, Palm Beach County's Office of the Inspector General is authorized to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud.
- H. No alcohol or illegal drugs shall be consumed by Contractor, its employees or agents prior to, during or subsequent to the Event.
- I. 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.
- J. Contractor further represents it has inspected the Facility and that the Facility is in proper condition for the Production Services to be completed.
- K. 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.
- L. County shall provide basic electrical services for the Event, but Contractor shall be responsible for all necessary extension cords and other related equipment.

- M. 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".
- N. Contractor shall not use or permit the use of any pyrotechnics of any type during the Event.
- O. Contractor shall not undertake or participate in any business, exhibit or activity at the Event other than herein specified.
- P. 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.561-252-6443.
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 Special Facilities
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
- CONTRACTOR'S Address: 4743 Dolphin Drive, Lake Worth, FL 33463
- CONTRACTOR'S Phone No.: 561-252-6443
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, familial status, sexual orientation, gender identity and expression.

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

PALM BEACH COUNTY WITNESS

Tom Landry
SIGNATURE

Tom LANDY
NAME (TYPE OR PRINT)

PALM BEACH COUNTY

[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: [Signature]
Assistant County Attorney

EXHIBIT "A"

Scope of Work

Monday July 4, 2011 City Sound and Recording LLC

Contractor will supply to the County, one (1) sound engineer, one (1) stage manager, one (1) light technician/assistant, and required monitors, mics with stands, and all necessary cables to provide sound during the concert which runs from **7:00 PM to 9:00 PM**. Contractor will assist the performers to set up backline and provide a sound check sixty (60) minutes prior to performance time. Contractor will play firework supplied CD immediately following the concert. Contractor will not break down stage or sound equipment until the firework show is completed at 9:20 PM.

EXHIBIT "B"

Monday July 4, 2011 City Sound and Recording LLC

Contractor will provide staff, monitors, mics, stands and all necessary cables required for this performance.

The County will supply full PA and lighting systems. See attached equipment list.

County will provide bottled water for contractor.

SUNSET COVE SOUND EQUIPMENT LIST

Project Number 3980

Stefle Cooper

Peerson Audio, Inc.

Equipment List

511 South Olive Avenue
West Palm Beach, FL 33401
561-832-1921 Fx 561-832-1957

South County Amphitheater

- | Qty | Description |
|------|---|
| 26 | ADC-BK3, Patch Cable 3ft |
| 1 | Audio Accessories-632J4P/TYPE1/WNOR JUMP, Patchbay w/ normals jumped (2 rows) |
| 1 | Audio Accessories-611J4P/TYPE 1, Single row patchbay 26 pt |
| 1 | ClearCom-PS-464, 4 Cha System Power Supply |
| ✓ 8 | Crown-MA-2402, Power amp, 800 watts per ch/4 ohms, 2 ru. |
| ✓ 4 | Crown-MA-3600VZ, Two Channel 1120W @ 8 ohms Power Amp 2 RU |
| ✓ 2 | Crown-MA5002VZ, Dual Amp 2000 Watts/Channel |
| ✓ 12 | EVI-XLCI-127+, Line Array Speaker |
| ✓ 6 | EVI-XLCI118, Sub woofer for line array |
| ✓ 2 | EVI-XLCI GRID A2, Rigging Frame |
| 8 | Whirlwind-XLCI JUMP, Cables |
| 1 | FSR-FL-500P-JL-6, Wall box version of FL-500p, 6 in deep ⁴ "Po" |
| 4 | GRAYBAR-THHN #10 ORG, THHN 10G stranded wire - 500' spool |
| 4 | GRAYBAR-THHN #10 GRAY, THHN 10G stranded wire - 500' spool |
| 1 | ANIXTER-A24H2006SSLP, Hoffman Enclosure w/ swing out panel |
| 1 | ANIXTER-A20H2006SSLP, Hoffman Enclosure w/ swing out panel |
| 3 | ANIXTER-A16H2006SSLP, Hoffman Enclosure w/ swing out panel |
| 5 | ANIXTER-ANADFK, Swing out kit for Nema Enclosure |
| 1 | LEX PRODUCTS per quote AC power distro |
| ✓ 1 | LEXICON-MX400, 4 channel processor |
| ✓ 1 | Listen-LT-800-072, Stationary Transmitter |
| ✓ 8 | Listen-LR300, Receiver - Digital FM |
| ✓ 8 | Listen-LA-161, Earphone |
| 1 | Listen-LA-326, Rack mount kit for LT-800 |
| 1 | Listen-LA-116, Remote antenna |
| 1 | Listen-LA-304, Wall Plaque |
| 1 | PAC SUP-RL-10-D, Litlight |
| 2 | MAP-MRK4031AXS-26, Equipment Rack w/ AXS system |
| 2 | MidAtlan-TRACK50, AX-S SERVICE TRACKS (PAIR), 48 1/2# EXTENSION |
| 2 | MidAtlan-TRACKL, TRACK LEVELER NEEDED TO SERVICE AX-S IN A STEEL ENCLOSURE |
| 2 | MidAtlan-SPN-40-312, PAIR OF SIDE PANELS, FITS MRK-4031 & WRK-40-32, BLACK FINISH |
| 2 | MidAtlan-FD-40, SOLID FRONT DOOR, FITS 40 SPACE ERK, MRK, WRK SERIES RACKS, BLAC |
| 1 | MAP-MRK-3731AXS-26, Equip,ent rack AXS System |
| 1 | MidAtlan-SPN-37-312, PAIR OF SIDE PANELS, FITS MRK-3731 & WRK-37-32, BLACK FINISH |
| 1 | MidAtlan-FD-37, SOLID FRONT DOOR, FITS 37 SPACE MRK AND WRK SERIES RACKS, BLACK |
| ✓ 1 | Denon-DN-635, CD Player w/MP3 |
| ✓ 1 | Denon-DN-T625, Cassette/CD combination w/ XLR in out |
| ✓ 3 | Rane-GE 60, 2 Channel 1/3 oct. Graphic Equalizer |
| ✓ 2 | Shure-ULXP4, Single professional receiver, 1/2 wave ant. |
| ✓ 2 | Shure-ULX2/BETA58, Wirless transmitter w/ Beta 58 head for ULX system |
| ✓ 2 | Symetrix-SYM-NET, Processor 8 x 8 |
| 1 | Viking-CONSOLE CASE, Per quote |
| ✓ 1 | Viking-ROLL RACK, Per quote |
| 1 | WestPenn-225, 2 C. 16 AWG STRD T/PR JKT |
| 1 | WestPenn-291, 2 CONDUCTOR.22 AWG STRANDED OVERALL SHIELD TWISTED/PAIR JACKET |

SUNSET COVE EQUIPMENT LIST

- 1 Belden-9402, Two pair w/ belfoil shd. 20 ga.
- 10 WestPenn-AQC291, 2 C.22 AWG STRD O/SHLD T/PR JKT
- 1 Whirlwind-W51-W50 15FT, CAB-1
- 1 Whirlwind-W41 TO 48 CH FAN, 20 ft CAB-2
- 1 Whirlwind-W30 TO FAN, 15 ft cab-3
- 1 Whirlwind-W61 TO FAN, 15 ft cab-4
- 1 Whirlwind-RGB,COM,YC,REM, Vide CAB-1V
- 1 Whirlwind-QUOTE PAN-1, Quote 2160ss panel
- 1 Whirlwind-QUOTE PAN-2, quote 2160ss panel
- 1 Whirlwind-QUOTE PAN-3, Quote 2160ss panel
- 1 Whirlwind-QUOTE PAN-4, Quote 2160ss panel
- 1 Whirlwind-QUOTE PAN-5, Quote 2160ss panel
- 1 Whirlwind-QUOTE PAN-8, Quote 2160ss panel
- 1 Whirlwind-QUOTE PAN-9, Quote 2160ss panel
- 1 Whirlwind-QUOTE PAN-10, Quote 2160ss
- 1 Whirlwind-QUOTE PAN 11, Quote 2160ss panel
- 1 Whirlwind-QUOTE PAN-12, Quote 2160ss panel
- 1 Whirlwind-QUOTE PAN-13, Quote 2160ss panel
- 1 Whirlwind-QUOTE PAN-15, Quote 2160ss panel
- 1 Whirlwind-QUOTE PAN-16, Quote 2160ss
- 4 Whirlwind-MS-6-M-NR-050, sub snake 50'
- ✓ 1 Soundcraft-RW5697SM, GB-8 Mixing Console 40 Ch mono / 4 Ch Stereo / Matrix
- 1 Soundcraft-DPS3, Redundant power supply
- ✓ 1 Yamaha-SPX2000, Digital Multi-effects processor 24 bit,96khz
- ✓ 6 ClearCom-KB-212, 1 Cha Push/Talk Mic Station
- ✓ 2 ClearCom-KB-211, 2 Cha Headset/Spkr Station
- ✓ 12 ATLAS-C10AT70, SPK 8 IN 10 OZ DUAL T7/5W
- 12 ATLAS-96-8, ENC 8 IN RN .272C' PLAS FLNG 12
- 12 ATLAS-180-2, MTG RAIL 23.75 IN L PR 12
- 12 ATLAS-61-8W, BAF 8 IN RN CRS 2-P WHT
- 8 ATLAS-AT-10, ATN 10W 3DB 1GNG SS
- ✓ 1 TOA-P-906MK2, POWER AMPLIFIER
- 1 TOA-MB-25B, Rack Mount Kit
- 1 TOA-L-01S, (S)Line Match Trans Modul
- ✓ 1 SANYO-PLC-XF45, 10000 lumen projector
- 1 SANYO LENS TBD 1.35-1.8:1
- 1 CHIEF TBD MOUNT
- ✓ 1 STEWFILM-QUOTE MODEL C, REAR PROJECTION SCREEN 77058
- ✓ 1 EXTRON-60-423-01, ISS408 Seamless Switcher - Eight Input - Scaler / HDTV
- 1 EXTRON-60-584-12, CPM 112R MAAP mounting frame
- 1 EXTRON-70-287-14, S-Video to 2 BNC Black
- 1 EXTRON-70-309-14, 15 HD to BNC 5 female
- 1 EXTRON-70-292-14, 2 RCA to Captive Screw
- 1 EXTRON-70-293-11, MAAP Plate - 3.5mm Stereo Jack
- 1 EXTRON-70-286-11, MAAP BNC - black
- 7 EXTRON-70-315-11, Blank Plate-Single(Black)
- 1 Panasonic-PANCL77S/1398, mONITOR 17"
- ✓ 1 Tascam-DV-6500, DVD player w/RS232
- ✓ 1 PANASONIC-AG-2570, Video Recorder VHS, 4 Head , 181 Channel
- 1 PAI custom submittals/ as built
- 2 PAI custom rigging

SUNSET COVE LIGHT EQUIPMENT LIST
MIAMI STAGECRAFT INC.

BILL OF MATERIAL

South Count Regional Amphitheatre
 Fixtures and Accessories
 April 2, 2007

	CONTROL & DISTRIBUTION
1	STRAND LIGHTING PACKAGE
1	PERFORMANCE ELECTRIC DISTRIBUTION PACKAGE
	FIXTURES
55	ALTMAN OUTDOOR PAR 64
55	ALTMAN OUTDOOR PAR SNOOTS
12	ALTMAN R40-8' STRIP, 4 CIR, 16 LAMP
166	INSTALLED GSP
24	SAFETY CABLE FOR R40 STRIPS
55	C CLAMP FOR OD-PAR64
12	508 HANGER WITH C CLAMPS FOR R40 STRIP
	ACCESSORIES
1	LEX POWERGATE 400F-C6DS1
1	LEX POWERGATE 200F-C6DS1
1	LEX CUSTOM GFCI PANEL 25 CIRCUIT
25	SHEETS COLOR FILTERS
	CABLE
20	5' SO 12/3 20A PIN
7	10' SO 12/3 20A PIN
5	25' SO 12/3 20A PIN
5	50' SO 12/3 20A PIN
6	SJO 20A TWOFER PIN
	LAMPS
55	PAR64 1000W LAMP
192	PAR38 K250W 120V SPOT LAMP



2855 EAST 11TH AVENUE
 HIALEAH, FLORIDA 33013
 PHONE:305-836-9356 FAX:305-696-3322
 EMAIL:info@miamistagecraft.com

EXHIBIT "C"

NOT REQUIRED

EXHIBIT "D"

See Attached



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/01/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME:	
H.G. Holdam Insurance		PHONE (A/C. No. Ext): (561) 434-4451	FAX (A/C. No.): (561) 434-3505
3830 Jog Road		E-MAIL ADDRESS: craig@hgholdam.com	
Lake Worth, FL 33467		INSURER(S) AFFORDING COVERAGE	
Phone (561) 434-4451	Fax (561) 434-3505	INSURER A : Penn America	NAIC #
INSURED		INSURER B :	
City Sound & Recording Llc		INSURER C :	
4743 Dolphin Drive		INSURER D :	
Lake Worth, FL 33463- 561		INSURER E :	
		INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
		INSR	WVD					
A	GENERAL LIABILITY			Binder # 1000266	03/20/2011	03/20/2012	EACH OCCURRENCE	\$ 1,000,000.00
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y	N				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000.00
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 5,000.00
	<input type="checkbox"/>						PERSONAL & ADV INJURY	\$ 1,000,000.00
GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	GENERAL AGGREGATE			\$ 2,000,000.00				
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/>							\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE	\$
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. DISEASE - EA EMPLOYE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate Holder is listed as Additional Insured
Sound Reinforcement and Recording

CERTIFICATE HOLDER**CANCELLATION**

PALM BEACH COUNTY BOARD OF COMMISSIONERS
2700 6TH AVE
LAKE WORTH, FL 33461

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

HEIDI G HOLDAM

SPECIAL FACILITIES DIVISION					
ACCOUNT: 0001-590-5207-09-3401		VENDOR CODE: VC0000116028		CONTRACT: City Sound and Recording LLC	
MG: AB 6-8-11	PS <i>W</i>	FSS	CC:	CA:	DD:

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

This Agreement is made as of the 27th day of June, 2011, 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 U2 by UV Tribute Act, 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 and light equipment and crew, 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 3, 2011 at 12:00 pm and shall complete all services by Saturday September 3, 2011 by 11:30 pm.
3. **Payments To Contractor:** County shall pay Contractor a total amount not-to-exceed **one thousand seven hundred dollars (\$1,700.00)** for Production Services as described above. County shall pay a deposit to Contractor in an amount not-to-exceed **eight hundred and fifty dollars (\$850.00)**, which shall be part of the total not-to-exceed amount as mentioned above. The balance in the amount not-to-exceed **eight hundred and fifty dollars (\$850.00)** 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 11:30 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. Pursuant to Ordinance No. 2009-049, as amended, Palm Beach County's Office of the Inspector General is authorized to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud.
- H. No alcohol or illegal drugs shall be consumed by Contractor, its employees or agents prior to, during or subsequent to the Event.
- I. 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.
- J. Contractor further represents it has inspected the Facility and that the Facility is in proper condition for the Production Services to be completed.
- K. 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.
- L. County shall provide basic electrical services for the Event, but Contractor shall be responsible for all necessary extension cords and other related equipment.

- M. 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".
- N. Contractor shall not use or permit the use of any pyrotechnics of any type during the Event.
- O. Contractor shall not undertake or participate in any business, exhibit or activity at the Event other than herein specified.
- P. 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.561-252-6443.
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 Special Facilities
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/Peter Noble
- CONTRACTOR'S Address: 4743 Dolphin Drive, Lake Worth, Fl. 33463
- CONTRACTOR'S Phone No.: 561-252-6443
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, familial status, sexual orientation, gender identity and expression.

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

PALM BEACH COUNTY WITNESS

SIGNATURE

Nancy Beale

NAME (TYPE OR PRINT)

NANCY BEALE

PALM BEACH COUNTY

DEPARTMENT DIRECTOR

[Signature]

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

INDEPENDENT CONTRACTOR

SIGNATURE

Peter H Noble

NAME & TITLE (TYPE OR PRINT)

PETER H NOBLE / OWNER

CONTRACTOR WITNESS

SIGNATURE

A. Butler

NAME (TYPE OR PRINT)

A. Butler

Approved as to Form and Legal Sufficiency

By:

[Signature]
Assistant County Attorney

EXHIBIT "A"

Scope of Work

Saturday September 3, 2011 City Sound and Recording LLC

Contractor will supply to the County, one (1) sound engineer, one (1) stage manager, one (1) assistant, one (1) lighting 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 **8:00 PM to 10:00 PM**. Contractor will assist the performers to set up backline and provide a sound check to be completed thirty (30) minutes prior to performance time of 8:00 PM. Contractor will provide one (1) CD player to play pre-recorded music for patrons prior to start of concert.

EXHIBIT "B"

Power Requirements

Saturday September 3, 2011 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.

Contractor will supply to the County, one (1) sound engineer, one (1) stage manager, one (1) assistant, one (1) lighting technician and one (1) complete sound system including mixing console, speakers, amp racks, monitors, mics with stands, spotlight and all necessary cables to provide adequate sound for this show.

County will provide bottled water for contractor.

EXHIBIT "C"

NOT REQUIRED

EXHIBIT "D"

See Attached



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/01/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER H.G. Holdam Insurance 3830 Jog Road Lake Worth, FL 33467 Phone (561) 434-4451 Fax (561) 434-3505	CONTACT NAME: PHONE (A/C No. Ext): (561) 434-4451 FAX (A/C No.): (561) 434-3505 E-MAIL ADDRESS: craig@hgholdam.com <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A : Penn America</td> <td></td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Penn America		INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Penn America															
INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															
INSURED City Sound & Recording Llc 4743 Dolphin Drive Lake Worth, FL 33463- 561															

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	N	Binder # 1000266	03/20/2011	03/20/2012	EACH OCCURRENCE \$ 1,000,000.00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000.00 MED EXP (Any one person) \$ 5,000.00 PERSONAL & ADV INJURY \$ 1,000,000.00 GENERAL AGGREGATE \$ 2,000,000.00 PRODUCTS - COMP/OP AGG \$ 1,000,000.00 \$
	AUTOMOBILE LIABILITY <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 <input type="checkbox"/>						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Certificate Holder is listed as Additional Insured
 Sound Reinforcement and Recording

CERTIFICATE HOLDER PALM BEACH COUNTY BOARD OF COMMISSIONERS 2700 6TH AVE LAKE WORTH, FL 33461	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE HEIDI G HOLDAM
---	--

SPECIAL FACILITIES DIVISION					
ACCOUNT: 0001-580-5207-02-3401		VENDOR CODE: VC0000116028		CONTRACT: City Sound and Recording LLC	
MC:AB 6-10-11	PS <i>Bj</i>	FSS:	CC:	CA:	DD:

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

This Agreement is made as of the 27th day of June, 2011, 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 Rock and Blues 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 and light equipment and crew, 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 17, 2011 at 2:00 PM** and shall complete all services by **Saturday September 17, 2011 at 11:30 PM**.
3. **Payments To Contractor:** County shall pay Contractor a total amount not-to-exceed **one thousand dollars (\$1,000.00)** for Production Services as described above. County shall pay a deposit to Contractor in an amount not-to-exceed **five hundred dollars (\$500.00)**, which shall be part of the total not-to-exceed amount as mentioned above. The balance in the amount not-to-exceed **five hundred dollars (\$500.00)** 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 2:00 pm and end at 11:30 pm.
- C. Contractor may arrive at the Facility to begin setting up at 2:00 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. Pursuant to Ordinance No. 2009-049, as amended, Palm Beach County's Office of the Inspector General is authorized to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud.
- H. No alcohol or illegal drugs shall be consumed by Contractor, its employees or agents prior to, during or subsequent to the Event.
- I. 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.
- J. Contractor further represents it has inspected the Facility and that the Facility is in proper condition for the Production Services to be completed.
- K. 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.
- L. County shall provide basic electrical services for the Event, but Contractor shall be responsible for all necessary extension cords and other related equipment.
- M. 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".

- N. Contractor shall not use or permit the use of any pyrotechnics of any type during the Event.
- O. Contractor shall not undertake or participate in any business, exhibit or activity at the Event other than herein specified.
- P. 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. 561-252-6443.
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 Special Facilities
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/Peter Noble
- CONTRACTOR'S Address: 4743 Dolphin Dr. Lake Worth, Fl. 33428
- CONTRACTOR'S Phone No.: 561-252-6443
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, familial status, sexual orientation, gender identity and expression.

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

PALM BEACH COUNTY WITNESS

SIGNATURE Nancy Beale

NAME (TYPE OR PRINT) NANCY BEALE

PALM BEACH COUNTY

DEPARTMENT DIRECTOR [Signature]

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

INDEPENDENT CONTRACTOR

SIGNATURE Peter H Noble

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

CONTRACTOR WITNESS

SIGNATURE A. Butler

NAME (TYPE OR PRINT) A. Butler

Approved as to Form and Legal Sufficiency

By: [Signature]
Assistant County Attorney

EXHIBIT "A"

Scope of Work

Saturday, September 17, 2011 City Sound and Recording LLC

Contractor will supply to the County, one (1) sound engineer, one (1) stage manager, one (1) assistant, monitors, mics with stands, and all necessary cables to provide sound during the concert which runs from **7:00 PM to 9:00 PM**. Contractor will assist the performers to set up backline and provide a sound check 30 minutes prior to performance time.

EXHIBIT "B"

Power Requirements

Saturday September 17, 2011 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. County sound system equipment list is attached.

The County will supply full PA and lighting systems. See attached equipment list.

County will provide bottled water for Contractor.

SUNSET COVE SOUND EQUIPMENT LIST

Project Number 3980

Stake Cooper

Peerson Audio, Inc.

Equipment List

511 South Olive Avenue
West Palm Beach, FL 33401
561-832-1921 Fx 561-832-1957

South County Amphitheater

Qty	Description
26	ADC-BK3, Patch Cable 3ft
1	Audio Accessories-632J4P/TYPE1/WNOR JUMP, Patchbay w/ normals jumped (2 rows)
1	Audio Accessories-611J4P/TYPE 1, Single row patchbay 26 pt
1	ClearCom-PS-464, 4 Cha System Power Supply
8	Crown-MA-2402, Power amp, 800 watts per ch/4 ohms, 2 ru.
4	Crown-MA-3600VZ, Two Channel 1120W @ 8 ohms Power Amp 2 RU
2	Crown-MA5002VZ, Dual Amp 2000 Watts/Channel
12	EVI-XLCI-127+, Line Array Speaker
6	EVI-XLCI118, Sub woofer for line array
2	EVI-XLCI GRID A2, Rigging Frame
8	Whirlwind-XLCI JUMP, Cables
1	FSR-FL-500P-JL-6, Wall box version of FL-500p, 6 in deep "Po"
4	GRAYBAR-THHN #10 ORG, THHN 10G stranded wire - 500' spool
4	GRAYBAR-THHN #10 GRAY, THHN 10G stranded wire - 500' spool
1	ANIXTER-A24H2006SSLP, Hoffman Enclosure w/ swing out panel
1	ANIXTER-A20H2006SSLP, Hoffman Enclosure w/ swing out panel
3	ANIXTER-A16H2006SSLP, Hoffman Enclosure w/ swing out panel
5	ANIXTER-ANADFK, Swing out kit for Nema Enclosure
1	LEX PRODUCTS per quote AC power distro
1	LEXICON-MX400, 4 channel processor
1	Listen-LT-800-072, Stationary Transmitter
8	Listen-LR300, Receiver - Digital FM
8	Listen-LA-161, Earphone
1	Listen-LA-326, Rack mount kit for LT-800
1	Listen-LA-116, Remote antenna
1	Listen-LA-304, Wall Plaque
1	PAC SUP-RL-10-D, Light
2	MAP-MRK4031AXS-26, Equipment Rack w/ AXS system
2	MidAtlan-TRACK50, AX-S SERVICE TRACKS (PAIR), 48 1/2" EXTENSION
2	MidAtlan-TRACKL, TRACK LEVELER NEEDED TO SERVICE AX-S IN A STEEL ENCLOSURE
2	MidAtlan-SPN-40-312, PAIR OF SIDE PANELS, FITS MRK-4031 & WRK-40-32, BLACK FINISH
2	MidAtlan-FD-40, SOLID FRONT DOOR, FITS 40 SPACE ERK, MRK, WRK SERIES RACKS, BLAC
1	MAP-MRK-3731AXS-26, Equip,ent rack AXS System
1	MidAtlan-SPN-37-312, PAIR OF SIDE PANELS, FITS MRK-3731 & WRK-37-32, BLACK FINISH
1	MidAtlan-FD-37, SOLID FRONT DOOR, FITS 37 SPACE MRK AND WRK SERIES RACKS, BLACK
1	Denon-DN-635, CD Player w/MP3
1	Denon-DN-T625, Cassette/CD combination w/ XLR in out
3	Rane-GE 60, 2 Channel 1/3 oct. Graphic Equalizer
2	Shure-ULXP4, Single professional receiver, 1/2 wave ant.
2	Shure-ULX2/BETA58, Wireless transmitter w/ Beta 58 head for ULX system
2	Symetrix-SYM-NET, Processor 8 x 8
1	Viking-CONSOLE CASE, Per quote
1	Viking-ROLL RACK, Per quote
1	WestPenn-225, 2 C. 16 AWG STRD T/PR JKT
1	WestPenn-291, 2 CONDUCTOR.22 AWG STRANDED OVERALL SHIELD TWISTED/PAIR JACKET

SUNSET COVE EQUIPMENT LIST

- 1 Belden-9402, Two pair w/ belfoil shd. 20 ga.
- 10 WestPenn-AQC291, 2 C.22 AWG STRD O/SHLD T/PR JKT
- 1 Whirlwind-W5I-W50 15FT, CAB-1
- 1 Whirlwind-W4I TO 48 CH FAN, 20 ft CAB-2
- 1 Whirlwind-W30 TO FAN, 15 ft cab-3
- 1 Whirlwind-W6I TO FAN, 15 ft cab-4
- 1 Whirlwind-RGB,COM,YC,REM, Vide CAB-1V
- 1 Whirlwind-QUOTE PAN-1, Quote 2160ss panel
- 1 Whirlwind-QUOTE PAN-2, quote 2160ss panel
- 1 Whirlwind-QUOTE PAN-3, Quote 2160ss panel
- 1 Whirlwind-QUOTE PAN-4, Quote 2160ss panel
- 1 Whirlwind-QUOTE PAN-5, Quote 2160ss panel
- 1 Whirlwind-QUOTE PAN-8, Quote 2160ss panel
- 1 Whirlwind-QUOTE PAN-9, Quote 2160ss panel
- 1 Whirlwind-QUOTE PAN-10, Quote 2160ss
- 1 Whirlwind-QUOTE PAN 11, Quote 2160ss panel
- 1 Whirlwind-QUOTE PAN-12, Quote 2160ss panel
- 1 Whirlwind-QUOTE PAN-13, Quote 2160ss panel
- 1 Whirlwind-QUOTE PAN-15, Quote 2160ss panel
- 1 Whirlwind-QUOTE PAN-16, Quote 2160ss
- 4 Whirlwind-MS-6-M-NR-050, sub snake 50'
- ✓ 1 Soundcraft-RW5697SM, GB-8 Mixing Console 40 Ch mono / 4 Ch Stereo / Matrix
- ✓ 1 Soundcraft-DPS3, Redundant power supply
- ✓ 1 Yamaha-SPX2000, Digital Multi-effects processor 24 bit,96khz
- ✓ 6 ClearCom-KB-212, 1 Cha Push/Talk Mic Station
- ✓ 2 ClearCom-KB-211, 2 Cha Headset/Spkr Station
- ✓ 12 ATLAS-C10AT70, SPK 8 IN 10 OZ DUAL T7/5W
- 12 ATLAS-96-8, ENC 8 IN RN .272C' PLAS FLNG 12
- 12 ATLAS-180-2, MTG RAIL 23.75 IN L PR 12
- 12 ATLAS-61-8W, BAF 8 IN RN CRS 2-P WHT
- 8 ATLAS-AT-10, ATN 10W 3DB 1GNG SS
- ✓ 1 TOA-P-906MK2, POWER AMPLIFIER
- 1 TOA-MB-25B, Rack Mount Kit
- 1 TOA-L-01S, (S)Line Match Trans Modul
- ✓ 1 SANYO-PLC-XF45, 10000 lumen projector
- 1 SANYO LENS TBD 1.35-1.8:1
- 1 CHIEF TBD MOUNT
- ✓ 1 STEWFILM-QUOTE MODEL C, REAR PROJECTION SCREEN 77058
- ✓ 1 EXTRON-60-423-01, ISS408 Seamless Switcher - Eight Input - Scaler / HDTV
- 1 EXTRON-60-584-12, CPM 112R MAAP mounting frame
- 1 EXTRON-70-287-14, S-Video to 2 BNC Black
- 1 EXTRON-70-309-14, 15 HD to BNC 5 female
- 1 EXTRON-70-292-14, 2 RCA to Captive Screw
- 1 EXTRON-70-293-11, MAAP Plate - 3.5mm Stereo Jack
- 1 EXTRON-70-286-11, MAAP BNC - black
- 7 EXTRON-70-315-11, Blank Plate-Single(Black)
- 1 Panasonic-PANCL77S/1398, mONITOR 17"
- ✓ 1 Tascam-DV-6500, DVD player w/RS232
- ✓ 1 PANASONIC-AG-2570, Video Recorder VHS, 4 Head , 181 Channel
- 1 PAI custom submittals/ as built
- 2 PAI custom rigging

SUNSET COVE LIGHT EQUIPMENT LIST
MIAMI STAGECRAFT INC.

BILL OF MATERIAL

South Count Regional Amphitheatre
 Fixtures and Accessories
 April 2, 2007

	CONTROL & DISTRIBUTION
1	STRAND LIGHTING PACKAGE
1	PERFORMANCE ELECTRIC DISTRIBUTION PACKAGE
	FIXTURES
55	ALTMAN OUTDOOR PAR 64
55	ALTMAN OUTDOOR PAR SNOOTS
12	ALTMAN R40-8' STRIP, 4 CIR, 16 LAMP
166	INSTALLED GSP
24	SAFETY CABLE FOR R40 STRIPS
55	C CLAMP FOR OD-PAR64
12	508 HANGER WITH C CLAMPS FOR R40 STRIP
	ACCESSORIES
1	LEX POWERGATE 400F-C6DS1
1	LEX POWERGATE 200F-C6DS1
1	LEX CUSTOM GFCI PANEL 25 CIRCUIT
25	SHEETS COLOR FILTERS
	CABLE
20	5' SO 12/3 20A PIN
7	10' SO 12/3 20A PIN
5	25' SO 12/3 20A PIN
5	50' SO 12/3 20A PIN
6	SJO 20A TWOFER PIN
	LAMPS
55	PAR64 1000W LAMP
192	PAR38 K250W 120V SPOT LAMP



2855 EAST 117TH AVENUE
 HIALEAH, FLORIDA 33013
 PHONE:305-836-9356 FAX:305-696-3322
 EMAIL:info@miamistagecraft.com

EXHIBIT "C"

NOT REQUIRED

EXHIBIT "D"

See Attached



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/01/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER H.G. Holdam Insurance 3830 Jog Road Lake Worth, FL 33467 Phone (561) 434-4451 Fax (561) 434-3505		CONTACT NAME: PHONE (A/C No. Ext): (561) 434-4451 FAX (A/C No): (561) 434-3505 E-MAIL ADDRESS: craig@hg Holdam.com															
INSURED City Sound & Recording Llc 4743 Dolphin Drive Lake Worth, FL 33463- 561		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : Penn America</td> <td></td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Penn America		INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER D :																	
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INSURER F :																	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	N	Binder # 1000266	03/20/2011	03/20/2012	EACH OCCURRENCE \$ 1,000,000.00
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000.00
							MED EXP (Any one person) \$ 5,000.00
							PERSONAL & ADV INJURY \$ 1,000,000.00
							GENERAL AGGREGATE \$ 2,000,000.00
							PRODUCTS - COMP/OP AGG \$ 1,000,000.00
							\$
	AUTOMOBILE LIABILITY <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) \$
							\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below <input type="checkbox"/> Y / <input checked="" type="checkbox"/> N / <input type="checkbox"/> A		N/A				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate Holder is listed as Additional Insured
Sound Reinforcement and Recording

CERTIFICATE HOLDER PALM BEACH COUNTY BOARD OF COMMISSIONERS 2700 6TH AVE LAKE WORTH, FL 33461	CANCELLATION <p style="text-align: center;">SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <hr/> AUTHORIZED REPRESENTATIVE HEIDI G HOLDAM
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