

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: December 18, 2012

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; Sublime with Rome concert, Sunset Cove Amphitheater, for the period August 31, 2012, through September 1, 2012;
- B) City Sound and Recording LLC; Homecoming with Hardwell concert, Sunset Cove Amphitheater, for the period October 24, 2012, through October 25, 2012; and
- C) City Sound and Recording LLC; Matisyahu concert, Seabreeze Amphitheater, for the period October 27, 2012, through October 28, 2012.

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 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, amended by Resolution 2010-0645, 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, amended by Resolution 2010-0645, 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.

Sound and lighting production support was needed at Sunset Cove and Seabreeze Amphitheaters for three recent concerts. The costs of these services were reimbursed to the County by the event promoter at settlement on the night of the event. These services help to protect County facilities and equipment inventory.

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

11/26/12
Date

Approved by: 
Assistant County Administrator

12/10/12
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

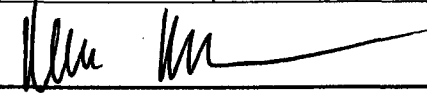
Fiscal Years	2013	2014	2015	2016	2017
Capital Expenditures	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>900</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>(900)</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Program Income (County)	<u>-0-</u>	<u>-0-</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>				

Is Item Included in Current Budget? Yes X No _____
 Budget Account No.: Fund 0001 Department 580 Unit 5207
 Object 3401 Program _____

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

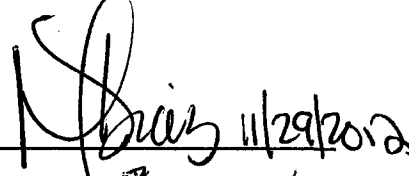
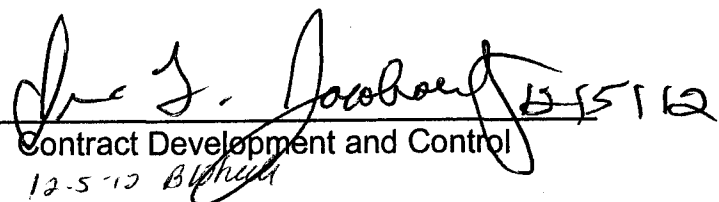
The costs of these services were reimbursed to the County by the event promoters (AEG Live SE, LLC and Worldvision Entertainment Production LLC) during the rental settlement, which occurred on the night of the event. The revenue and expense for Item A was recorded in FY2012.

Item	Contractor	FY2012		FY2013	
		Revenue	Expense	Revenue	Expense
A	City Sound and Recording LLC	\$450	\$450		
B	City Sound and Recording LLC			\$450	\$450
C	City Sound and Recording LLC			\$450	\$450
	Totals	\$450	\$450	\$900	\$900

C. Departmental Fiscal Review: 

III. REVIEW COMMENTS

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

OFMB  11/29/2012
 Contract Development and Control  12-5-12
 12-5-12 B. Phelan

B. Legal Sufficiency:  11/29/12

Anne Delgent 12-6-12
 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: 0001-580-5207-02-3401		VENDOR CODE: VC0000116028		CONTRACT: City Sound & Recording LLC	
MC: DP 10.03.12	PS <i>gk</i>	FSS: <i>ck</i>	CC: <i>gk</i>	CA:	DD: <i>gk</i>

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

This Agreement is made as of the (22) day of (October), 20(12), 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 Homecoming with Hardwell 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 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 **Wednesday, October 24, 2012 at 7:00 am** and shall complete all services by **Thursday, October 25 2012 at 2:00 am**.
3. Payments To Contractor: County shall pay Contractor a total amount not-to-exceed **Four Hundred and Fifty dollars (\$450.00)** for Production Services as described above. The total amount not-to-exceed **Four Hundred and Fifty dollars (\$450.00)** 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 7:00 am Wednesday October 24, 2012 and end at 2:00 am Thursday October 25, 2012.
- C. Contractor may arrive at the Facility to begin setting up at 8:00 am, but shall arrive no later than three hundred and sixty (360) minutes prior to the scheduled Entertainment time and shall have completed all sound checks and warm-ups, if applicable, at least one hundred and twenty (120) 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. Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Contractor, its officers, agents, employees and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.
- H. No alcohol or illegal drugs shall be consumed by Contractor, its employees or agents prior to, during or subsequent to the Event while on County property.
- 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 Donald M. Perez; telephone no. 561-966-7030. 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 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)

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

Eric Cree
DEPARTMENT DIRECTOR

COUNTY ADMINISTRATOR (If contract value exceeds \$50,000: 10,000.)

CONTRACTOR - CITY SOUND AND RECORDING LLC

Peter H Noble
SIGNATURE

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

CONTRACTOR WITNESS

Seth L. Goldman
SIGNATURE

SETH L. GOLDMAN
NAME (TYPE OR PRINT)

Approved as to Form and Legal Sufficiency

By: [Signature]
Assistant County Attorney

EXHIBIT "A"

Scope of Work

Date: October 24, 2012 ~~Hardwell~~ Homecoming with Hardwell

City Sound and Recording LLC

Contractor will review the artist technical rider or production requirements with Amphitheater staff prior to the event to determine if the facility sound and lighting equipment meets the minimal needs of the event, and if not, outside equipment or supplemental equipment should be provided by the Contractor. Contractor will assist National Act production crew to tie into County's existing sound and light system. Contractor will set up and tie-in the County's existing sound equipment if required. Contractor will assist National Act production crew to tie into County's existing Lexcon Powergates if required.

Contractor will enable Powergates in mechanical room if required.

Contractor will assist National Act production crew to tie into County's existing fuse boxes if additional power is required for video production.

Contractor will monitor power levels in both the amp rooms and at the front of house station during sound checks and for the duration of show to ensure that the County's sound system is not being pushed past the DC One limiter presets.

Contractor will alert the Amphitheater Staff immediately if the County's sound system is being pushed past acceptable preset limits for the system.

Contractor will monitor sound levels at the front of house using the County's supplied Decibel reader. Decibel reader may not exceed 110 Decibels at the front of house station.

Contractor will alert the Amphitheater Staff immediately if the Decibel level is exceeding 110 Decibels.

Contractor will assist National Act production crew to unplug from the County's existing sound system and Lexcon Powergates if required at the conclusion of the show.

Contractor will unplug and put the County's existing sound equipment back into the stage equipment room at the conclusion of the show.

Contractor will check the County's inventory to ensure all equipment has been placed back in equipment room.

Contractor will ensure that stage lighting has been returned to its original state by the rigging crew post show if required by County.

EXHIBIT "B"

Equipment Provided

October 24, 2012

The County's sound and light system provided is detailed on the attached equipment list



Equipment List

Video

Sanyo PLC-FX46 12,000 lumen Projector
Stewfilm Motorized Projection Screen
Extron 60-423-01 Switcher/Scaler
Tascam DV-6500 DVD Player
Sony SLV-D380P VCR/DVD Player

Stage Lighting

Console

Strand Palette 48/96

Lighting

Altman Outdoor PAR 64-1000watt Fixture (44 on front overhang rail, 11 on first inside rail)
Altman R-40 Striplight-250watt Fixtures (4 per row on second, third and fourth inside rail)

Sound System

Mixing Console

Soundcraft GB8 40 channel

Microphones

Shure ULX Wireless with SM58 Capsules (2)

Signal Processing

DBX 223 1 Graphic EQs (3)
Yamaha SPX 2000
Lexicon MX 400
Symetrix SYM-NET 8x8 Processors
EV DC One

Playback

Denon DN-635 CD Player
Denon DN-T625 Cassette/ CD Player

Speaker System

EV Xlci Line Array
Xlc 118 (3 per side)
Xlci 127 (6 per side)

Power Amplification

Crown Macro Tech 5002vz (2 for Suds)
Crown Macro tech 3600vz (3 for Lows)
Crown Macro Tech 2402 (3 for passively crossed over Mids and Highs)

Snake

Custom unit permanently installed with 48 inputs. 4 tie lines.
All returns hardwired to House system.

EXHIBIT "C"

Specialty certifications, licenses and/or memberships

Not required for this performance

EXHIBIT "D"

Insurance

Required for this performance, see attached

SPECIAL FACILITIES DIVISION					
ACCOUNT: 0001-580-5207-02-3401		VENDOR CODE: VC0000116028		CONTRACT: City Sound & Recording LLC	
MC: DP 07-17-12	PS <i>gh</i>	FSS:	CC: <i>B</i>	CA:	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 (20) day of (August), 20(12), 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 Sublime with Rome 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 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 **Friday August 31, 2012 at 7:00 am** and shall complete all services by **Saturday September 1, 2012 at 2:00 am**.
3. **Payments To Contractor:** County shall pay Contractor a total amount not-to-exceed **Four Hundred and Fifty dollars (\$450.00)** for Production Services as described above. The total amount not-to-exceed **Four Hundred and Fifty dollars (\$450.00)** 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.
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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 7:00 am August 31, 2012 and end at 2:00 am September 1, 2012.
- C. Contractor may arrive at the Facility to begin setting up at 7:00 am, but shall arrive no later than three hundred and sixty (360) minutes prior to the scheduled Entertainment time and shall have completed all sound checks and warm-ups, if applicable, at least one hundred and twenty (120) 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.
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Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.
- H. No alcohol or illegal drugs shall be consumed by Contractor, its employees or agents prior to, during or subsequent to the Event while on County property.
- 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 Donald M. Perez; telephone no. 561-966-7030. 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 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)

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

[Signature]
DEPARTMENT DIRECTOR

COUNTY ADMINISTRATOR (If contract value exceeds \$50,000.) (0,000.)

CONTRACTOR - CITY SOUND AND RECORDING LLC

[Signature]
SIGNATURE

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

CONTRACTOR WITNESS

[Signature]
SIGNATURE

MITCH WESTCOTT
NAME (TYPE OR PRINT)

Approved as to Form and Legal Sufficiency

By: [Signature]
Assistant County Attorney

EXHIBIT "A"

Scope of Work

Date: August 31, 2012 Sublime with Rome

City Sound and Recording LLC

Contractor will review the artist technical rider or production requirements with Amphitheater staff prior to the event to determine if the facility sound and lighting equipment meets the minimal needs of the event, and if not, outside equipment or supplemental equipment should be provided by the Contractor. Contractor will assist National Act production crew to tie into County's existing sound and light system. Contractor will set up and tie-in the County's existing sound equipment if required.

Contractor will assist National Act production crew to tie into County's existing Lexcon Powergates if required.

Contractor will enable Powergates in mechanical room if required.

Contractor will assist National Act production crew to tie into County's existing fuse boxes if additional power is required for video production.

Contractor will monitor power levels in both the amp rooms and at the front of house station during sound checks and for the duration of show to ensure that the County's sound system is not being pushed past the DC One limiter presets.

Contractor will alert the Amphitheater Staff immediately if the County's sound system is being pushed past acceptable preset limits for the system.

Contractor will monitor sound levels at the front of house using the County's supplied Decibel reader. Decibel reader may not exceed 110 Decibels at the front of house station.

Contractor will alert the Amphitheater Staff immediately if the Decibel level is exceeding 110 Decibels.

Contractor will assist National Act production crew to unplug from the County's existing sound system and Lexcon Powergates if required at the conclusion of the show.

Contractor will unplug and put the County's existing sound equipment back into the stage equipment room at the conclusion of the show.

Contractor will check the County's inventory to ensure all equipment has been placed back in equipment room.

Contractor will ensure that stage lighting has been returned to its original state by the rigging crew post show if required by County.

EXHIBIT "B"

Equipment Provided

August 31, 2012

The County's sound and light system provided is detailed on the attached equipment list



Equipment List

Video

Sanyo PLC-FX46 12,000 lumen Projector
Stewfilm Motorized Projection Screen
Extron 60-423-01 Switcher/Scaler
Tascam DV-6500 DVD Player
Sony SLV-D380P VCR/DVD Player

Stage Lighting

Console

Strand Palette 48/96

Lighting

Altman Outdoor PAR 64-1000watt Fixture (44 on front overhang rail, 11 on first inside rail)
Altman R-40 Striplight-250watt Fixtures (4 per row on second, third and fourth inside rail)

Sound System

Mixing Console

Soundcraft GB8 40 channel

Microphones

Shure ULX Wireless with SM58 Capsules (2)

Signal Processing

DBX 223 1 Graphic EQs (3)
Yamaha SPX 2000
Lexicon MX 400
Symetrix SYM-NET 8x8 Processors
EV DC One

Playback

Denon DN-635 CD Player
Denon DN-T625 Cassette/ CD Player

Speaker System

EV Xlc Line Array
Xlc 118 (3 per side)
Xlc 127 (6 per side)

Power Amplification

Crown Macro Tech 5002vz (2 for Suds)
Crown Macro tech 3600vz (3 for Lows)
Crown Macro Tech 2402 (3 for passively crossed over Mids and Highs)

Snake

Custom unit permanently installed with 48 inputs. 4 tie lines.
All returns hardwired to House system.

EXHIBIT "C"

Specialty certifications, licenses and/or memberships

Not required for this performance

EXHIBIT "D"

Insurance

Required for this performance, see attached



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/13/12

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	
	INSURER(S) AFFORDING COVERAGE	
INSURED City Sound & Recording LLC 4743 Dolphin Dr Lake Worth, FL 33463 561	INSURER A: Penn America	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

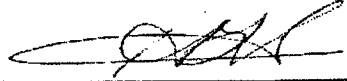
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	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	PAC6975013	03/20/2012	03/20/2013	EACH OCCURRENCE \$ 1,000,000.00
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000.00						
	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						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
	<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 \$						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	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**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 
--	---

SPECIAL FACILITIES DIVISION					
ACCOUNT: 0001-580-5207-01-3401		VENDOR CODE: VC0000116028		CONTRACT: City Sound & Recording LLC	
MC: DP 09-17-12	PS <i>gt</i>	FSS: <i>dk</i>	CC: <i>g</i>	CA:	DD: <i>gt</i>

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

This Agreement is made as of the 23 day of October, 2012, 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 Matisyahu 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 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 October 27, 2012 at 7:00 am** and shall complete all services by **Sunday October 28, 2012 at 2:00 am**.
3. **Payments To Contractor:** County shall pay Contractor a total amount not-to-exceed **Four Hundred and Fifty dollars (\$450.00)** for Production Services as described above. The total amount not-to-exceed **Four Hundred and Fifty dollars (\$450.00)** 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 7:00 am October 27, 2012 and end at 2:00 am October 28, 2012.
- C. Contractor may arrive at the Facility to begin setting up at 7:00 am, but shall arrive no later than three hundred and sixty (360) minutes prior to the scheduled Entertainment time and shall have completed all sound checks and warm-ups, if applicable, at least one hundred and twenty (120) 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. Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Contractor, its officers, agents, employees and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.
- H. No alcohol or illegal drugs shall be consumed by Contractor, its employees or agents prior to, during or subsequent to the Event while on County property.
- 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 Donald M. Perez; telephone no. 561-966-7030. 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 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)

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

[Signature]
DEPARTMENT DIRECTOR

COUNTY ADMINISTRATOR (If contract value exceeds ~~\$50,000~~ 10,000.)

CONTRACTOR - CITY SOUND AND RECORDING LLC

[Signature]
SIGNATURE

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

CONTRACTOR WITNESS

[Signature]
SIGNATURE

Wendy Roberts
NAME (TYPE OR PRINT)

Approved as to Form and Legal Sufficiency

By: [Signature]
Assistant County Attorney

EXHIBIT "A"

Scope of Work

Date: October 27, 2012 Matisyahu

City Sound and Recording LLC

Contractor will review the artist technical rider or production requirements with Amphitheater staff prior to the event to determine if the facility sound and lighting equipment meets the minimal needs of the event, and if not, outside equipment or supplemental equipment should be provided by the Contractor. Contractor will assist National Act production crew to tie into County's existing fuse boxes

Contractor will monitor power levels in both the stage equipment room and at the front of house station during sound checks and for the duration of show to ensure that the County's sound system is not being pushed past the DC One limiter presets.

Contractor will monitor sound levels at the front of house using the County's supplied Decibel reader. Decibel reader may not exceed 100 Decibels at the front of house station.

Contractor will alert the Amphitheater Staff immediately if the Decibel level is exceeding 100 Decibels. Contractor will check the County's inventory to ensure all equipment has been placed back in equipment room.

Contractor will ensure that stage has been returned to its original state by the rigging crew post show if required by County.

EXHIBIT "B"

Equipment Provided

October 27, 2012

The County has no sound and light system at the facility and therefore will not be providing any sound and light equipment.

EXHIBIT "C"

Specialty certifications, licenses and/or memberships

Not required for this performance

EXHIBIT "D"

Insurance

Required for this performance, see attached



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/13/12

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	
INSURED City Sound & Recording LLC 4743 Dolphin Dr Lake Worth, FL 33463 561		INSURER(S) AFFORDING COVERAGE INSURER A: Penn America INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

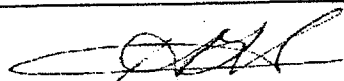
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR INSR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	N	PAC6975013	03/20/2012	03/20/2013	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 \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						EACH OCCURRENCE \$ AGGREGATE \$ \$ <input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	<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 \$						E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYE \$ E.L. DISEASE - POLICY LIMIT \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				

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 
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