

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: September 22, 2015

☒ 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 Agreement:

Blackwood Productions LLC, Eighth Annual July 4<sup>th</sup> Celebration, Sunset Cove Amphitheater on July 4, 2014.

**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 Agreement has 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 Resolutions 2010-0645 and 2014-0167, and is now being submitted to the Board to receive and file. District 5 (AH)

**Background and Justification:** The Sound and Light Production Services Contractor Agreement with sound and light companies, Resolution 2009-0592, amended by Resolutions 2010-0645 and 2014-0167, 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.

Full production services were needed for the recent County sponsored July 4<sup>th</sup> event to provide a quality event by supplying additional sound equipment and providing expertise to protect County facilities and equipment inventory.

The Agreement attached has 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 is now being submitted to the Board to receive and file.

This contractor has affirmed their non-discrimination policy will be in conformance with the County's policy.

**Attachment:** Sound and Light Production Services Contractor Agreement

Recommended by: \_\_\_\_\_

  
Department Director

  
Date

Approved by: \_\_\_\_\_

  
Assistant County Administrator

  
Date

**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2015	2016	2017	2018	2019
Capital Expenditures	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>2,000</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>2,000</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  
Revenue Source N/A /Object 3401 Program \_\_\_\_\_

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

Contractor	Revenue	Expense
Blackwood Productions LLC	\$0	\$2,000
Totals	\$0	\$2,000

C. Departmental Fiscal Review: 

**III. REVIEW COMMENTS**

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

  
OFMB KD 8/25 8/26 8/27

  
Contract Development and Control  
8-31-15 8/31/15

**B. Legal Sufficiency:**

 9/2/15  
Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
Department Director

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

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

THIS SOUND AND LIGHT PRODUCTION SERVICES CONTRACTOR AGREEMENT, hereinafter referred to as the "Agreement," is made and entered into on JUNE 22 2015, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "COUNTY," and Blackwood Productions LLC, a Florida Limited Liability Company, authorized to conduct business in the State of Florida, hereinafter referred to as "CONTRACTOR".

### WITNESSETH:

**WHEREAS**, COUNTY, by and through its Parks and Recreation Department, hereinafter referred to as the "Department," seeks to organize and make available quality entertainment productions at the COUNTY owned and operated Amphitheaters; and

**WHEREAS**, in support of such productions, COUNTY hires qualified entities to provide professional sound and light production services to be performed and paid pursuant to the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, COUNTY and CONTRACTOR hereby agree to the following terms and conditions:

1. **Term:** This Agreement is effective Saturday, July 4, 2015, at 12:00 PM, the date and time CONTRACTOR is scheduled to arrive at the event venue, and will terminate Saturday, July 4, 2015, at 11:00 PM, the date and time CONTRACTOR is scheduled to depart the event venue.
2. **Amphitheater:** The event venue is Sunset Cove Amphitheater, hereinafter referred to as "Amphitheater", together with such amenities, equipment, and appurtenances as may be made available by COUNTY, in its sole discretion, all as more particularly described on the Amphitheater Designation Form, attached hereto as **Exhibit "A"**.
3. **Event:** The event for which CONTRACTOR is hired to provide professional sound and light production services, hereinafter referred to as "Production Services", is an event promoted as: The Eighth Annual July 4<sup>th</sup> Celebration, hereinafter referred to as "Event".

CONTRACTOR is to have all equipment and technicians in place and prepared to conduct sound and light checks no later than 4:00 PM.

The Event's entertainment production will begin at 12:00 PM and will conclude at 11:00 PM.

Additional Event information and directives regarding sound and light checks, the number and length of sets to be performed, and number and length of intermissions will be provided to CONTRACTOR by the Event's authorized Department representative following CONTRACTOR's arrival at the Amphitheater.

The complete scope and detail of the Event is more particularly described on the Event Scope and Detail, attached hereto as **Exhibit "B"**.

4. **Payment:** The total amount payable by COUNTY to CONTRACTOR for Production Services is Two Thousand Dollars (\$2,000.00) to be paid upon conclusion of the Event and verification that CONTRACTOR's Production Services obligations have been completed as required herein.

Notwithstanding the foregoing, at COUNTY's sole discretion, a percentage of the total amount payable may be paid to CONTRACTOR prior to the Event.

In such event, COUNTY will remit to CONTRACTOR Fifty percent (50%) of said total amount payable within Fourteen (14) days following the signing of this Agreement by COUNTY. The remaining balance of the total amount payable will be paid upon conclusion of the Event and verification that CONTRACTOR's Production Services obligations have been completed as required herein.

Satisfactory completion of CONTRACTOR's Production Services obligations include, but are not limited to, the requirement that a minimum of ninety percent (90%) of the Event's entertainment production be completed. Failure to meet this requirement will result in a reduction in payment to CONTRACTOR. The amount of such reduction will be determined by COUNTY in its sole discretion.

5. **Termination by COUNTY:** In addition to the termination rights provided in Article 9 below, COUNTY reserves the right to terminate this Agreement without cause, following its signing by COUNTY, effective upon delivery of written notice of termination to CONTRACTOR at least five (5) days prior to the effective date hereof. In such event, this Agreement will terminate without further action or payment and CONTRACTOR will return to COUNTY, within four (4) days following such termination, any percentage payment that may have been made to CONTRACTOR. COUNTY will not be held liable for any damages resulting from such termination.

6. **Termination by CONTRACTOR:** CONTRACTOR may terminate this Agreement without cause, following its signing by COUNTY, effective upon delivery of written notice of termination to COUNTY at least thirty (30) days prior to the effective date hereof. In such event, this Agreement will terminate without further action provided CONTRACTOR returns to COUNTY with said notice of termination any percentage payment that may have been made to CONTRACTOR.

7. **Performance:**

a. CONTRACTOR agrees to:

1. **provide** professional sound and light production services solely for the purpose for which this Agreement is entered into;
2. **accept** the Amphitheater and all equipment and improvements related to the Event in the condition existing as of the effective date of this Agreement;
3. **accept** the amount of payment defined above as full and final payment without further expectation for reimbursement of any expenses related to this Agreement;
4. **waive** any and all claims for compensation for any and all losses or damages sustained due to failure or malfunction of the Amphitheater's water or electrical power supplies;

5. **adhere** to the directives of the Department's representatives including, but not limited to, proper use and handling of COUNTY owned equipment, assignment of designated parking areas, locations for offloading and staging production equipment, and acceptable noise levels;
6. **prohibit** any activity or material related to the Event that may be considered contrary to community standards of appropriateness, including the use of profanity, obscene language, or lewd gestures, which will result in COUNTY's withholding of payment and denial of future Production Services contracting opportunities;
7. **assure** that all persons under CONTRACTOR's control conduct themselves in a socially acceptable manner including prohibiting the consumption of alcohol or illegal drugs on Amphitheater premises;
8. **obtain** the Department's written approval prior to operating any engine, motor or machinery or using any flammable agents, including but not limited to oils, camphene, kerosene, naphtha, or gasoline; with the exception of generators that have been approved by the Department's representative.
9. **assume** full responsibility for obtaining all licenses and permits required by Copyright Regulations of Title 17 of the United States Code, and agree to indemnify COUNTY and its agents for any expenses incurred as a result of CONTRACTOR's failure to obtain such licenses or permits, including, but not limited to, fines or damages collected against COUNTY or COUNTY's agents, any attorney's fees and court costs, and for any expenses incurred as a result of CONTRACTOR's failure to otherwise satisfy such regulations;
10. **identify**, as part of Event Scope and Detail, attached hereto as **Exhibit "B"**, any and all required specialty certifications, licenses and / or memberships applicable to the event;
11. **deliver** to the Department, no later than forty-eight (48) hours prior to the Event, a copy of those certain specialty certifications, licenses and / or memberships referenced above, all of which will be retained by the Department;
12. **acknowledge** that failure to deliver the required documentation referenced above may result in immediate termination of this Agreement and the return to COUNTY, within four (4) days following such termination, any percentage payment that may have been made to CONTRACTOR and forfeiture of the payment balance;
13. **remove** all equipment and materials owned by CONTRACTOR no later than the termination date and time specified in Article 1 above;
14. **return** the Amphitheater and all equipment and improvements related to the Event to the condition existing as of the effective date and time specified in Article 1 above;
15. **hold** COUNTY harmless for the sale or disposal of any equipment and materials considered to be abandoned due to CONTRACTOR's failure to remove same from the Amphitheater premises by the specified termination date and time and pay the cost of such removal and disposal upon receipt of COUNTY's invoice; and
16. **comply** with all Amphitheater rules and regulations and adhere to all federal, state and local laws and regulations, including Palm Beach County Code, Chapter 21, as may be amended, pertaining to

Parks and Recreation, and Department standard operating procedures as all such laws, regulations, ordinances, and procedures apply to CONTRACTOR's use of the Amphitheater.

b. COUNTY agrees to:

1. **promote** the Event;
2. **deliver** the Amphitheater and associated premises in a safe, clean, and orderly condition;
3. **assign** staff to provide logistical support and oversee all aspects of the Event including authority to make final decisions and issue directives on behalf of COUNTY;
4. **provide** support services including law enforcement, technical staff and skilled maintenance as may be determined necessary by the Department;
5. **retain** control of the Amphitheater and all operations conducted on the Amphitheater premises including enforcement of all laws, rules, regulations pertaining to the safety and wellbeing of the public; and
6. **collect** and dispose of any and all items either discarded or lost by patrons or others at the Event, without interference by CONTRACTOR or any person working for or on their behalf.

8. **Postponement or Cancellation of Event:** In the event emergency conditions arise which may affect public safety, the Event may be postponed or cancelled. Such emergency conditions include, but are not limited to, acts of God or issuance of an executive order indicating a state of general emergency. COUNTY, in its sole discretion, will determine the necessity to postpone or cancel the Event and will endeavor to provide CONTRACTOR at least four (4) hours notice of such postponement or cancellation prior to the Event start time specified in Article 3 above. Provided, however, COUNTY's notice of such postponement or cancellation may be given at anytime including during the Event performance.

In the event COUNTY cancels the Event due to any public safety concern or the CONTRACTOR elects to cancel the Event rather than accept a delayed start time, the Term of this Agreement will be extended upon the same terms and conditions provided that within five (5) days following such occurrence, COUNTY and CONTRACTOR agree upon a rescheduled Event date and time. Such Term extension will be effective upon COUNTY's delivery to CONTRACTOR of a written notice specifying the agreed upon rescheduled Event date and time and detailing the circumstances leading to the Term extension.

In the event COUNTY and CONTRACTOR are unable to agree upon a rescheduled Event date and time as specified above, this Agreement will terminate without further action or payment and CONTRACTOR will return to COUNTY, within four (4) days following such termination, any percentage payment that may have been made to CONTRACTOR.

Notwithstanding the foregoing, in the event CONTRACTOR cancels due to illness, CONTRACTOR may be permitted, with COUNTY's prior approval, to secure substitute Production Services. Provided, however, such substitute Production Services must perform a similar type and style of Production Services as that for which this Agreement is entered into. In such event, COUNTY reserves the right to require CONTRACTOR to return, within four (4) days following the Event date, any percentage payment that may have been made and/or reduce or deny payment of the remaining amount payable.

9. **Termination for Cause:** The occurrence of any one or more of the following acts constitutes a material default and breach of this Agreement by CONTRACTOR and will result in the immediate termination of this Agreement:

- CONTRACTOR misrepresents the type or style of Production Services to be provided;
- CONTRACTOR provided materially false information relating to this Agreement;
- Any person under the control of CONTRACTOR, including subcontractors, is responsible for purposely damaging the Amphitheater or any COUNTY owned equipment;
- Any person under the control of CONTRACTOR, including subcontractors, is guilty of gross misconduct or unlawful behavior while on the Amphitheater premises; or
- CONTRACTOR's performance fails to meet the professional performance standards and expectations assumed at the time this Agreement is entered into and COUNTY, following consultation with CONTRACTOR, elects to stop the performance prior to its scheduled conclusion time.

In the event of any such material default or breach, this Agreement will terminate without further action or payment and CONTRACTOR will return to COUNTY, within four (4) days following such termination, any percentage payment that may have been made to CONTRACTOR. COUNTY will not be held liable for any lost profits or damages resulting from any such termination.

10. **Photography / Recording:** Except for Entertainment performances and materials covered by copyright laws, licensing fees or other legal regulations, COUNTY may photograph and/or record audio and video during the Event. Such photos and recordings may be used by COUNTY for promotional and informational purposes only. CONTRACTOR agrees to provide assistance as needed to accommodate such photography and recording. CONTRACTOR is responsible for being aware of and advising COUNTY of any copyright infringements or other legal limitations that may apply to photographing and/or recording during the Event.

11. **Relationship of the Parties:** The CONTRACTOR is, and shall be, in the performance of all work services and activities under this Agreement, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the CONTRACTOR'S sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

CONTRACTOR may not use the name or logo of the COUNTY, the Department or Amphitheater in a manner that suggests a relationship other than that for which this Agreement is entered into. Any use of the COUNTY, Department or Amphitheater logos is subject to approval by the COUNTY.

12. **Taxes:** CONTRACTOR assumes sole responsibility for the payment of any and all federal, state, and local taxes as may be applicable to the payment made by COUNTY to CONTRACTOR. Additionally, CONTRACTOR is not eligible to benefit from the COUNTY's tax exempt status.

13. **No Assignment:** CONTRACTOR may not assign any rights, responsibilities, or obligations required under this Agreement. Any such attempted assignment is a material breach of this Agreement and cause for immediate termination.

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

Name: Donald Perez Phone Number: 561-966-7030.

15. **Insurance Requirements:** It is the responsibility of CONTRACTOR to provide proof of the required insurance coverages specified on Insurance Requirements, attached hereto as **Exhibit "C"**.

Such proof of insurance must be provided to the Department's authorized representative prior to the execution of this Agreement or no later than ten (10) days prior to the effective date hereof, at the COUNTY's discretion.

16. **Indemnification:** CONTRACTOR shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Agreement or due to the acts or omissions of CONTRACTOR. The obligations arising under this provision will survive the expiration or termination of this Agreement.

17. **Damage or Destruction of Amphitheater:** In the event the Amphitheater or any part thereof is damaged by the act, default, or negligence of CONTRACTOR, the cost to repair such damage will be the responsibility of CONTRACTOR. In the event of such damage, COUNTY's payment to CONTRACTOR may be reduced or forfeited to cover repair costs and/or the cost of such repairs may be invoiced by COUNTY to CONTRACTOR, the amount of which is payable upon CONTRACTOR's receipt of invoice.

Additionally, CONTRACTOR is prohibited from defacing the Amphitheater in any way including using nails, hooks, tacks, screws or any other fastening device. No signs, advertisements, show-bills, lithographs, posters, placards or any other such items are to be posted or otherwise displayed anywhere on the Amphitheater premises without the express consent of the Department's authorized representative. Any such unapproved items will be immediately removed at the sole cost and expense of CONTRACTOR.

18. **Termination Upon Destruction or other Casualty:** In the event the Amphitheater or any part thereof is destroyed or damaged in whole or part by fire, water, or any other cause, or if any other casualty or unforeseen occurrence renders the fulfillment of this Agreement impossible, as determined by COUNTY in its sole discretion, this Agreement will terminate effective upon COUNTY's delivery to CONTRACTOR of a written notice of termination. In the event of any such termination, this Agreement will terminate without further action or payment and CONTRACTOR will return to COUNTY, within four (4) days following such termination, any percentage payment that may have been made to CONTRACTOR. COUNTY will not be held liable for any lost profits or damages resulting from any such termination.

19. **COUNTY Not Liable:** All personal property placed on or moved onto the Amphitheater premises will be done so at the sole risk of CONTRACTOR or owner thereof and CONTRACTOR expressly acknowledges and agrees that COUNTY will not be liable for any damage to or loss of such personal property.

20. **Notices:** All notices required by this Agreement are to be hand delivered or sent by certified mail, return receipt requested to:

COUNTY:

Palm Beach County Parks and Recreation Department  
Attn: Director of Special Facilities  
2700 6th Avenue South  
Lake Worth, Florida 33461

CONTRACTOR:

Blackwood Productions LLC  
Attn: Peter H. Noble  
3646 23<sup>rd</sup> Ave. S.  
Lake Worth, FL 33461

21. **Remedies:** This Agreement is governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.
22. **No Third Party Beneficiaries:** No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the COUNTY and/or CONTRACTOR.
23. **Annual Appropriations:** The fulfillment of this Agreement and all obligations of COUNTY hereunder are subject to and contingent upon annual budgetary appropriations by the Board of County Commissioners.
24. **Arrears:** CONTRACTOR is not to pledge or attempt to pledge COUNTY's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.
25. **Authorization:** This Agreement is executed by an individual legally authorized to fully bind CONTRACTOR to all terms and conditions of this Agreement.
26. **Public Entity Crimes:** As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, 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 thirty-six (36) months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).
27. **Severability:** In the event any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will not be affected, and every other term and provision of this Agreement will be deemed valid and enforceable to the extent permitted by law.
28. **Access and Audits:** If applicable, should any portion of the payments made to CONTRACTOR include CONTRACTOR's charges, expenses, and costs incurred in estimating and performing the services to be performed hereunder, CONTRACTOR will maintain adequate records to justify all such charges, expenses, and costs for at least three (3) years after the expiration or termination of this Agreement. The COUNTY shall

have access to all such books, records, and documents for the purpose of inspection or audit during normal business hours at CONTRACTOR'S place of business.

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 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.

29. **Waiver:** The failure of COUNTY to insist upon strict performance of any of the agreements, terms, covenants or conditions of this Agreement, does not constitute a waiver of any rights or remedies that COUNTY may have for any subsequent breach, default, or non-performance, and COUNTY's right to insist on strict performance of this Agreement will not be affected by any previous waiver of course or dealing.

30. **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, or genetic information.

CONTRACTOR has submitted to County a copy of its non-discrimination policy which is consistent with the above paragraph, as contained in Resolution R-2014-1421, as amended, or in the alternative, if the CONTRACTOR does not have a written non-discrimination policy or one that conforms to the County's policy, it has acknowledged through a signed statement provided to COUNTY that CONTRACTOR will conform to the County's non-discrimination policy as provided in R-2014-1421, as amended.

31. **Regulation; Licensing Requirements:** CONTRACTOR agrees to comply with all laws, ordinances and regulations applicable to its use of the Amphitheater premises. CONTRACTOR is presumed to be familiar with all applicable federal, state, and local laws, ordinances, codes and regulations.

32. **Criminal History Records Check:** If CONTRACTOR's employees or subcontractors are required under this contract to enter a "critical facility," as identified in Resolution R-2003-1274, the CONTRACTOR shall comply with the provisions of Chapter 2, Article IX of the Palm Beach County Code ("Criminal History Records Check" section). 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 record checks, the CONTRACTOR shall be solely responsible for the financial, schedule, and staffing implications associated in complying with this section of the Palm Beach County Code.

33. **Entirety of Agreement:** COUNTY and 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.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS:

By:   
Director / Assistant Director  
Palm Beach County Parks and Recreation Department

If Agreement Value  
Exceeds \$10,000.00, But Not More Than \$50,000.00:

County Administrator

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

If Agreement Value  
Exceeds \$50,000.00:

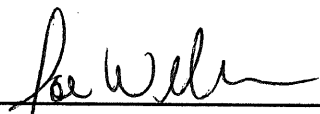
COUNTY:  
Board of County Commissioners

ATTEST:  
Clerk & Comptroller

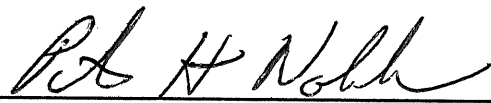
\_\_\_\_\_  
Deputy Clerk

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

WITNESS

  
Signature  
Joe Wilhelme  
Print

CONTRACTOR – Blackwood Productions, LLC

By:   
Signature  
PETER H NOBLE  
Print  
OWNER  
Title

APPROVED AS TO  
FORM AND LEGAL SUFFICIENCY:

County Attorney



## EXHIBIT "A"

### SOUND AND LIGHT PRODUCTION SERVICES CONTRACTOR AGREEMENT

#### ***Amphitheater Designation Form***

- ☒ **SUNSET COVE AMPHITHEATER:** Located in South County Regional Park  
12551 Glades Road  
Boca Raton



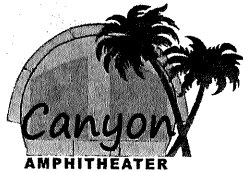
Viewing capacity for 6,000 – covered stage with rigging points – four dressing rooms – private restrooms – air conditioned back stage – covered vendor area with hook-up – public restrooms attached

- ☐ **SEABREEZE AMPHITHEATER:** Located in Carlin Park  
750 South State Road A1A  
Jupiter



Viewing capacity for 2,500 – covered stage with light rigging – sound control room – three dressing rooms – green room – two private restrooms – prop room – costume room – air conditioned back stage – public restrooms detached

- ☐ **CANYON TOWN CENTER AMPHITHEATER:** Located in Canyon Community Park  
8802 Boynton Beach Boulevard  
Boynton Beach



Viewing capacity for 500 – covered stage with light rigging – covered backstage – loading ramps – public restrooms attached

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**NOTE:** The above described Amphitheater amenities, equipment, and appurtenances are identified for informational purposes only and may not be available for use by Contractor.

## EXHIBIT "B"

(1 of 2)

### SOUND AND LIGHT PRODUCTION SERVICES CONTRACTOR AGREEMENT

#### ***Event Scope & Detail***

Event Date: Saturday, July 4<sup>th</sup>, 2015

Event Name: The Eighth Annual July 4<sup>th</sup> Celebration.

#### Event Scope & Detail:

Contractor will supply to the County, one (1) sound engineer, two (2) stage technicians, monitors, mics with stands, and all necessary cables to provide sound during the concert which runs from 6:45 PM to 8:45 PM. Contractor will assist the performers to set up backline and provide a sound check at least one hundred twenty (120) minutes prior to performance time. 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. Contractor will set up and tie-in the County's existing sound equipment. Contractor will enable Powergates in mechanical room if required. Contractor will monitor power levels 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 110 Decibels at the front of house station. 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 set up a light show utilizing the house stage lighting and console. Contractor will ensure that stage lighting has been returned to its original state at post show. Contractor will supply additional side fill speakers to supplement the existing House Sound System. Contractor will be available for a scheduled rain date of Sunday July 5, 2015 in the event the Saturday July 4, 2015 event is cancelled due to intermittent weather.

#### Specialty Certificates, Licenses, and Memberships:

Identify certificates, licenses, and memberships required pursuant to provision 7.a.11. of the Entertainment Contractor Agreement. Submit such documents with this *Event Scope & Detail* or indicate the date such documents will be delivered to the Department:

Certificate of Insurance attached

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EXHIBIT “B”  
(2 of 2)

Amenities, Services & Equipment:

Provided By:

	N/A	COUNTY	CONTRACTOR
Detailed list of equipment provided by COUNTY and/or CONTRACTOR is attached to this Exhibit: <u>See page 15 and 16.</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Sound System: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Sound Equipment: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Light System: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Lighting Equipment: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Light Trees: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Wired Microphones: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Cables: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Backline: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Heavy Duty/Outdoor Extension Cords: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Sound Technician: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Light Technician: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Chairs: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Generators: <i>Department Approval Signature:</i> _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

## EXHIBIT "C"

(1 of 2)

### SOUND AND LIGHT PRODUCTION SERVICES CONTRACTOR AGREEMENT

#### ***Insurance Requirements***

CONTRACTOR will maintain in full force and effect, on a primary basis and at its sole expense, at all times during the life of this Agreement, insurance coverages and limits (including endorsements) as described herein. Failure to maintain the required insurance will be considered default of this Agreement. The requirements contained herein, as well as COUNTY's review or acceptance of insurance maintained by CONTRACTOR, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CONTRACTOR under the Agreement. CONTRACTOR agrees to provide the COUNTY with at least ten (10) days prior notice of any cancellation, non-renewal or material change to the insurance coverages.

#### **Palm Beach County Parks & Recreation Department Representative to Initial as applicable:**

☐

**No Insurance Required:** Based on scope of services, CONTRACTOR shall not be required to provide insurance.

 ✓

**Commercial General Liability:** CONTRACTOR shall maintain Commercial General Liability at a limit of liability not less than **\$1,000,000** Each Occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.

☐

**Auto Liability:** CONTRACTOR shall maintain Business Auto Liability at a limit of liability not less than **\$500,000** Each Occurrence for all owned, non-owned, and hired automobiles. In the event CONTRACTOR owns no automobiles, the Business Auto Liability requirement shall be amended allowing CONTRACTOR to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form.

 ✓


**Workers' Compensation Insurance & Employer's Liability:** CONTRACTOR shall maintain Workers' Compensation & Employer's Liability in accordance with Florida Statute Chapter 440.

☐


**Professional Liability:** CONTRACTOR shall maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than **\$1,000,000** Each Claim. When a self-insured retention (SIR) or deductible exceeds **\$10,000**, COUNTY reserves the right, but not the obligation, to review and request a copy of CONTRACTOR's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, CONTRACTOR shall maintain a Retroactive Date prior to or equal to the effective date of this Agreement. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims – made" form. If coverage is provided on a "claims-made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage. In the event the policy is canceled, not renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Agreement, CONTRACTOR shall purchase a SERP with a minimum reporting period not less than three (3) years.

## EXHIBIT "C"


(2 of 2)



**Additional Insured Clause:** Except as to Business Auto, Workers' Compensation and Employer's Liability (and Professional Liability, when applicable) the Certificate(s) of Insurance shall clearly confirm that coverage required by this Agreement has been endorsed to include COUNTY as Additional Insured. As such, said Certificate(s) shall specifically include: "Palm Beach County, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents."




**Waiver of Subrogation:** CONTRACTOR hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.



**Certificates of Insurance:** Prior to execution of the Agreement, the CONTRACTOR shall deliver to the COUNTY Certificate(s) of Insurance evidencing that all types and amounts of insurance coverage required by this Agreement have been obtained and are in full force and effect. In addition, the CONTRACTOR shall provide this evidence to the COUNTY prior to the expiration date of any such insurance required herein. Such Certificate(s) of Insurance shall include a minimum ten (10) day endeavor to notify due to cancellation of coverage. Certificates of Insurance are to be sent to:  
Palm Beach County Board of County Commissioners  
C/O Parks and Recreation Department  
Attn: Director of Special Facilities  
2700 Sixth Avenue South  
Lake Worth, Florida 33461

☐ **Umbrella or Excess Liability:** If necessary, CONTRACTOR may satisfy the minimum limits required above for Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for Commercial General Liability, Business Auto Liability, or Employer's Liability. The COUNTY shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.



**Right to Revise or Reject:** COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements, herein from time to time throughout the term of this Agreement. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

**Saturday July 4, 2015: Ocean Boulevard/ Blackwood Productions LLC**

The County’s sound and light system provided is detailed on the attached equipment list. In addition, the following will be provided by Blackwood Productions LLC:

1.00	Audio	6 mix Monitor System w/Splitter
1.00	Audio	Side Fills with Power
1.00	Audio	Mics, Stands & Cables Package
1.00	Crew	FOH Engineer
1.00	Crew	Monitor Engineer
1.00	Crew	Stage Hand



## **Lighting and Sound System**

### **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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/11/15

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	
3830 Jog Road		FAX (A/C, No): (561) 434-3505	
Lake Worth, FL 33467		E-MAIL: craig@hgholdam.com	
Phone (561) 434-4451		ADDRESS:	
Fax (561) 434-3505		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Penn America Ins Co	
		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 SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000.00
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000.00
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	N	PAV0052764	02/26/2015	02/26/2016	MED EXP (Any one person) \$ 5,000.00
							PERSONAL & ADV INJURY \$ 1,000,000.00
							GENERAL AGGREGATE \$ 2,000,000.00
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 1,000,000.00
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS						
	<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"/> RETENTIONS						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						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)

Sound Reinforcement & Recording

Certificate Holder Is Listed As Additional Insured

CERTIFICATE HOLDER	CANCELLATION
Palm Beach County Board Of County Commissioners 2700 6th Ave South 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

**Donald Perez**

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**From:** Peter Noble [pete@blackwoodsv.com]  
**Sent:** Tuesday, March 24, 2015 1:43 PM  
**To:** Donald Perez  
**Subject:** Worker's comp issue

Blackwood Productions, LLC has no employees. Should that status change, I will notify you.

Pete Noble  
General Manager  
Blackwood Productions, LLC.  
O: 561-366-7312  
C: 561-252-6443  
[Pete@BlackwoodSV.com](mailto:Pete@BlackwoodSV.com)  
[www.blackwoodsv.com](http://www.blackwoodsv.com)  
[www.facebook.com/blackwoodsv](http://www.facebook.com/blackwoodsv)