

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: September 12, 2017

☒ Consent ☐ Regular
☐ Ordinance ☐ 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 approve: a Resolution revising the standard Sound and Light Production Services Agreement form.

Summary: On April 7, 2009, the Board of County Commissioners (Board) approved Resolution 2009-0592, as amended by Resolutions 2010-0645 and 2014-0167 delegating authority to execute a standard Sound and Light Production Services Contractor Agreement form for the provision of sound and light production for entertainment at County facilities on behalf of the County to the County Administrator and the Director and Assistant Director of Parks and Recreation. The Parks and Recreation Department regularly hosts special events at its facilities that include entertainment in the form of dancers, musicians and specialty performers. Each form of entertainment requires a varying degree of unique production services. The use of contractual sound and light production services has been a standard industry practice in the field of Parks and Recreation for a number of years. Where applicable, staff will issue a request for services in order to secure the services of the most qualified contractor for sound and light production. Such qualifications include, but are not limited to, experience in their area of professional expertise and recent professional references. This Resolution amends Resolution 2014-0167, by revising the standard Sound and Light Production Services Contractor Agreement form to further clarify responsibilities of the contractor, to add an additional exhibit for fees and charges, and to include updated exhibits. Countywide (AH)

Background and Justification: A resolution providing authority to execute standard Sound and Light Production Services Agreements for the provision of sound and light production for entertainment at County facilities (Resolution 2009-0592, amended by Resolutions 2010-0645 and 2014-0167) was adopted by the Board to streamline the process for contracting for sound and light production services. The attached Resolution revises the standard Sound and Light Production Services Agreement form to further clarify responsibilities of the contractor, to add an additional exhibit for fees and charges, and to include updated exhibits.

The Parks and Recreation Department requests Board approval of the recommended changes to the standard independent contractor agreement.

Attachment: Resolution amending Resolution 2014-0167

Recommended by: _____


Department Director

8-15-17
Date

Approved by: _____


Deputy County Administrator

8-24-17
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2017	2018	2019	2020	2021
Capital Expenditures	-0-	-0-	-0-	-0-	-0-
Operating Costs	-0-	-0-	-0-	-0-	-0-
External Revenues	-0-	-0-	-0-	-0-	-0-
Program Income (County)	-0-	-0-	-0-	-0-	-0-
In-Kind Match (County)	-0-	-0-	-0-	-0-	-0-
NET FISCAL IMPACT	-0-	-0-	-0-	-0-	-0-
# ADDITIONAL FTE POSITIONS (Cumulative)	0				

Is Item Included in Current Budget? Yes _____ No _____
 Budget Account No.: Fund _____ Department _____ Unit _____
 Object _____ /Revenue Source _____ Program _____

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

There is no fiscal impact associated with this item.

C. Departmental Fiscal Review: [Signature]

III. REVIEW COMMENTS

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

OFMB ET 8/14 8/17

Dr. J. [Signature]
Contract Development & Control
8/22/17 *[Signature]*

B. Legal Sufficiency:

Anne Helgent 8-24-17
Assistant County Attorney

C. Other Departmental Review:

Department Director

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

RESOLUTION 2017-

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, AMENDING RESOLUTION 2009-0592, AS AMENDED BY RESOLUTION 2010-0645 AND RESOLUTION 2014-0167; DELETING THE STANDARD SOUND AND LIGHT PRODUCTION SERVICES CONTRACTOR AGREEMENT ATTACHED TO RESOLUTION 2014-0167 AND REPLACING IT WITH THE ATTACHED REVISED STANDARD SOUND AND LIGHT PRODUCTION SERVICES CONTRACTOR AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Resolution 2009-0592 was adopted by the Board of County Commissioners ("BCC") on April 7, 2009, which authorized the County Administrator and the Director and Assistant Director of the Parks and Recreation Department to execute standard Sound and Light Production Services Contractor Agreements for the provision of sound and light production for entertainment at County facilities; and

WHEREAS, Resolution 2010-0645 was adopted by the BCC on April 20, 2010, amending Resolution 2009-0592, which deleted the standard Sound and Light Production Services Contractor Agreement attached to Resolution 2009-0592 and replaced it with a revised standard Sound and Light Production Services Contractor Agreement, to incorporate the Inspector General Fee requirement; and

WHEREAS, Resolution 2014-0167 was adopted by the BCC on February 4, 2014, which deleted the standard Sound and Light Production Services Contractor Agreement attached to Resolution 2014-0167 and replaced it with a revised standard Sound and Light Production Services Contractor Agreement, to further clarify responsibilities of the contractor, clarify signing authority, conform to County Code, and include updated exhibits; and

WHEREAS, it is necessary to amend the standard Sound and Light Production Services Contractor Agreement to R-2014-0167 and replace it with the attached revised standard Sound and Light Production Services Contractor Agreement, to further clarify responsibilities of the contractor, to add an additional exhibit for fees and charges, and to include updated exhibits; and

WHEREAS, the execution of the standard Sound and Light Production Services Contractor Agreement does not constitute policy-making decisions and are ministerial functions which the Board of County Commissioners wishes to delegate.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, that:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein.
2. Resolution No. 2014-0167 is hereby amended by deleting the standard Sound and Light Production Services Contractor Agreement attached as Attachment "A-1" to R-2014-0167 and replacing with the attached standard Sound and Light Production Services Contractor Agreement in the form attached hereto incorporated herein as Attachment "A-2".
3. All other terms and conditions of Resolution No. 2014-0167, shall remain in full force and effect.

- 4. If any section, sentence, clause, phrase, or word of this Resolution is held invalid or unconstitutional by a court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Resolution.
- 5. This Resolution shall become effective immediately upon adoption.

The foregoing Resolution was offered by Commissioner _____ who moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a vote, the vote was as follows:

- Commissioner Paulette Burdick, Mayor
- Commissioner Melissa McKinlay, Vice Mayor
- Commissioner Hal R. Valeche
- Commissioner Dave Kerner
- Commissioner Steven L. Abrams
- Commissioner Mary Lou Berger
- Commissioner Mack Bernard

The Mayor thereupon declared this Resolution duly passed and adopted this ____ day of _____, 2017.

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

By: _____
Assistant County Attorney

PALM BEACH COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

Sharon R. Bock, Clerk & Comptroller
Palm Beach County

By: _____
Deputy Clerk

**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 _____ day of _____, _____, 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 Click or tap here to enter text., a Click or tap here to enter text., 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 Click or tap here to enter text., at Click or tap here to enter text.AM/PM, the date and time CONTRACTOR is scheduled to arrive at the event venue, and will terminate Click or tap here to enter text. at Click or tap here to enter text AM/PM., the date and time CONTRACTOR is scheduled to depart the event venue.
2. **Amphitheater:** The event venue is Click or tap here to enter text., 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 Click or tap here to enter text., 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 Click or tap here to enter text AM/PM.

The Event's entertainment production will begin at Click or tap here to enter text AM/PM. and will conclude at Click or tap here to enter text AM/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"**.

Attachment "A-1"

4. **Payment:** The total amount payable by COUNTY to CONTRACTOR for Production Services is Click or tap here to enter text. 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 Click or tap here to enter text. percent (Click or tap here to enter text.%) of said total amount payable within Click or tap here to enter text. 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;

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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

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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.

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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: Click or tap here to enter text. Phone Number: Click or tap here to enter text.

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:

[Click or tap here to enter text.](#)

Attn [Click or tap here to enter text.](#)

[Click or tap here to enter text.](#)

[Click or tap here to enter text.](#)

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 a court of competent jurisdiction located in Palm Beach County, Florida. 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,

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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.

Attachment "A-1"

5. **Public Records** Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the CONTRACTOR: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., the CONTRACTOR shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time the CONTRACTOR is specifically required to:
- A. Keep and maintain public records required by the County to perform services as provided under this Contract.
 - B. Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The CONTRACTOR further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
 - C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract, if the CONTRACTOR does not transfer the records of the public agency.
 - D. Upon completion of the Contract the CONTRACTOR shall transfer, at no cost to the County, all public records in possession of the CONTRACTOR unless notified by the County's representative/ liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service. If the CONTRACTOR transfers all public records to the County upon completion of the Contract, the CONTRACTOR shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically by the CONTRACTOR must be provided to County, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of County, at no cost to the County.

Failure of the CONTRACTOR to comply with the requirements of this article shall be a material breach of this Contract. County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. CONTRACTOR acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY EMAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

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

CONTRACTOR – [Click or tap here to enter text.](#)

Signature Date

By: _____
Signature Date

Print

Print

Title

APPROVED AS TO
FORM AND LEGAL SUFFICIENCY:

County Attorney

APPROVED AS TO TERMS AND
CONDITIONS:

Division Director

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

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 3)

SOUND AND LIGHT PRODUCTION SERVICES CONTRACTOR AGREEMENT

Event Scope & Detail

Event Date: _____

Event Name: _____

Event Scope & Detail:

EXHIBIT “B”

(2 of 3)

SOUND AND LIGHT PRODUCTION SERVICES CONTRACTOR AGREEMENT

Event Scope & Detail

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

EXHIBIT “B”

(3 of 3)

SOUND AND LIGHT PRODUCTION SERVICES CONTRACTOR AGREEMENT

Event Scope & Detail

Amenities, Services & Equipment:

Provided By:

N/A COUNTY CONTRACTOR

Detailed list of equipment provided by COUNTY and/or CONTRACTOR is attached to this Exhibit:

☐☐☐

Sound System:

☐☐☐

Sound Equipment:

☐☐☐

Light System:

☐☐☐

Lighting Equipment:

☐☐☐

Light Trees

☐☐☐

Wired Microphones:

☐☐☐

Cables:

☐☐☐

Backline:

☐☐☐

Heavy Duty/Outdoor Extension Cords:

☐☐☐

Sound Technician:

☐☐☐

Light Technician:

☐☐☐

Chairs:

☐☐☐

Generators: Department Approval Signature:

☐☐☐

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.

- ☐ **Liquor Liability:** if alcoholic beverages (including beer, wine, and spirits) are for sale at the event, the CONTRACTOR AND VENDOR shall maintain Liquor Liability coverage and the Certificate of Insurance must state that Liquor Liability coverage is included with a minimum limit of liability of **\$1,000,000** Each Occurrence. The policy **must not exclude** either Personal Injury/Advertising Injury, Damage to Rented Premises, or Products/Completed Operations.

If no admission or similar fee is charged at any type of event and alcoholic beverages are served at no charge, the Certificate of Insurance must state that Host Liquor Liability Coverage has been secured with a minimum limit of liability of **\$1,000,000** Each Occurrence.

- ☐ **Participant Liability:** CONTRACTOR shall maintain Participant Liability at a limit of liability not less than **\$25,000** Each Occurrence.

- ☐ **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.

EXHIBIT “C”

(2 of 2)

- ☐

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.
- ☐

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: Click or tap here to enter text.
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.

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 _____ day of _____, _____, 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 Click or tap here to enter text., a Click or tap here to enter text., 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 event venues; 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 shall commence on Click or tap here to enter text. and shall terminate on Click or tap here to enter text., and is not subject to extension or renewal.
2. **Fees and Charges:** Fees for professional sound and light production services, hereinafter referred to as “Production Services,” are more particularly described in **Exhibit “A”**, which is attached hereto and incorporated herein by reference.
3. **Payment:** The total amount payable by COUNTY to CONTRACTOR for Production Services for the total of this Agreement is not to exceed Click here to enter text. dollars (\$Click here to enter text.) to be paid upon submission of an invoice at the conclusion of each Event and verification that CONTRACTOR’s Production Service obligations have been completed as required herein.

Satisfactory completion of CONTRACTOR’s Production Service 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.
4. **Venue:** The event venue is Click or tap here to enter text., hereinafter referred to as “Venues” collectively or “Venue”, together with such amenities, equipment, and appurtenances as may be made available by COUNTY, in its sole discretion.
5. **Event:** The Department hosts special events and concerts, herein referred to as “Events” collectively or “Event” for which CONTRACTOR is hired to provide Production Services.

Attachment “A-2”

CONTRACTOR is to have all equipment and technicians in place at the Venue no later than two hours prior to Event start time.

The complete scope and detail of Events are more particularly described on the Events Scope and Detail Form, attached hereto as **Exhibit “B”**, shall be provided to CONTRACTOR by the Event’s authorized Department representative 14 days prior to the Event date. The Events Scope and Detail Form shall include, but are not limited to, additional event information and directives regarding scope and detail of the event, required production services, sound and light checks, the number and length of sets to be performed, and number and length of intermissions.

6. **Termination by COUNTY:** In addition to the termination rights provided in Article 10 and Article 19 below, the COUNTY may terminate this Agreement at any time upon written notice to the CONTRACTOR.
7. **Termination by CONTRACTOR:** CONTRACTOR may terminate this Agreement by providing thirty (30) business days advance written notice to the COUNTY. Such notice to be delivered to the Department’s authorized representative.
8. **Performance:**
 - a. CONTRACTOR agrees to:
 1. **provide** professional production services solely for the purpose for which this Agreement is entered into;
 2. **accept** the Venue 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 Venue’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 Venue premises;

Attachment "A-2"

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;
 13. **remove** all equipment and materials owned by CONTRACTOR no later than 24 hours after the conclusion of the Event;
 14. **return** the Venue and all equipment and improvements related to the Event to the condition existing no later than 24 hours after the conclusion of the Event;
 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 Venue 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 Venue 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 Venue.
- b. COUNTY agrees to:
1. **promote** the Event;
 2. **deliver** the Venue 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;

Attachment "A-2"

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 Venue and all operations conducted on the Venue 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.
9. **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 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 after the Event has started, the CONTRACTOR may invoice the COUNTY for the fee associated with that Event per the Fees and Charges schedule, attached hereto as **Exhibit "A"**.

10. **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 Venue 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 Venue 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. COUNTY will not be held liable for any lost profits or damages resulting from any such termination.

11. **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.

12. **Independent Contractor Relationship:** 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 or Department logos in a manner that suggests a relationship other than that for which this Agreement is entered into. Any use of the COUNTY or Department logos is subject to approval by the COUNTY.

The CONTRACTOR does not have the power or authority to bind the COUNTY in any promise, Agreement or representation.

13. **Taxes:** It is acknowledged and agreed that the service to be provided by CONTRACTOR is a professional service and that the COUNTY is neither paying Social Security benefits nor withholding taxes from CONTRACTOR's compensation for said service. CONTRACTOR assumes sole responsibility for the payment of any and all federal, state, and local taxes as now exist or may hereafter come into being as such taxes may be applicable to the payments made by COUNTY to CONTRACTOR in exchange for the services to be performed hereunder.

Additionally, CONTRACTOR is not eligible to benefit from the COUNTY's Tax Exempt Status. As such, CONTRACTOR is not exempt from the payment of sales taxes to suppliers for any materials as may be used in the performance of CONTRACTOR's obligations under this Agreement.

14. **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.

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

Name: Click or tap here to enter text. Phone Number: Click or tap here to enter text.

16. **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.

17. **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

Attachment “A-2”

the acts or omissions of CONTRACTOR. The obligations arising under this provision will survive the expiration or termination of this Agreement.

18. **Damage or Destruction of Venue:** In the event the Venue 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 Venue in any way including using nails, hooks, tacks, screws or any other faceting device. No signs, advertisements, show-bills, lithographs, posters, placards or any other such items are to be posted or otherwise displayed anywhere on the Venue 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.

19. **Termination Upon Destruction or other Casualty:** In the event the Venue 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.

20. **COUNTY Not Liable:** All personal property placed on or moved onto the Venue 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.

21. **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:

[Click or tap here to enter text.](#)

Attn [Click or tap here to enter text.](#)

[Click or tap here to enter text.](#)

[Click or tap here to enter text.](#)

22. **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 a court of competent jurisdiction located in Palm Beach County, Florida. 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

Attachment "A-2"

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.

23. **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.
24. **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.
25. **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.
26. **Authorization:** This Agreement is executed by an individual legally authorized to fully bind CONTRACTOR to all terms and conditions of this Agreement.
27. **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).
28. **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.
29. **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.

Attachment "A-2"

30. **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.

31. **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.

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

33. **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.

34. **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.

5. **Public Records** Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the CONTRACTOR: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., the CONTRACTOR shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time the CONTRACTOR is specifically required to:

- A. Keep and maintain public records required by the County to perform services as provided under this Contract.
- B. Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The CONTRACTOR further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.

Attachment "A-2"

- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract, if the CONTRACTOR does not transfer the records of the public agency.
- D. Upon completion of the Contract the CONTRACTOR shall transfer, at no cost to the County, all public records in possession of the CONTRACTOR unless notified by the County's representative/ liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service. If the CONTRACTOR transfers all public records to the County upon completion of the Contract, the CONTRACTOR shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically by the CONTRACTOR must be provided to County, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of County, at no cost to the County.

Failure of the CONTRACTOR to comply with the requirements of this article shall be a material breach of this Contract. County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. CONTRACTOR acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY EMAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

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Attachment “A-2”

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

By: _____
Mayor

CONTRACTOR - [Click or tap here to enter text.](#)

By: _____
Signature Date

Print

Title

ATTEST:
Clerk & Comptroller

Deputy Clerk

WITNESS

Signature Date

Print

APPROVED AS TO
FORM AND LEGAL SUFFICIENCY:

County Attorney

Signature Date

APPROVED AS TO CONTRACT REVIEW:

OFMB/CDC

Signature Date

APPROVED AS TO
TERMS & CONDITIONS:

Division Director

Signature Date

EXHIBIT “A”

(1 of 3)

PRODUCTION SERVICES CONTRACTOR AGREEMENT

Fees and Charges

System A - Stage Setup Only

Price: \$1,000.00

- **Monitors:** 4,000 Watt system; up to seven (7) mixes; up to six (6) single 15” monitor wedges; Drum Fill; Cabling
- **Monitor Console:** 24 input; Outboard; 24 Channel Splitter
- **Microphones:** Sennheiser; Shure; Stands; Snakes; Cabling
- **Crew:** One (1) FOH Engineer; One (1) Monitor Engineer
- **Transportation:** Delivery; Set-Up; Operation; Teardown; Removal

System A - Supplemental – PA System Augmentation

Price: \$750.00

- **Mains:**
 - 12,000 Watt system
 - Two (2) stacks per side
 - Two (2) dual 18” subs per side
 - Two (2) single 15” mid/high cabs per side
- **Crew:** One (1) System Tech
- **Transportation:** Delivery; Set-Up; Operation; Teardown; Removal

System B - Complete System for Audiences up to 500 people

Price: \$500.00

- **Mains:**
 - 8,000 Watt system
 - One (1) stack per side –
 - Two (2) single 18” subs per side
 - One (1) single 15” mid/high cabs per side
 - Cabling
- **Monitors:** 2,000 Watt system; four (4) mixes; four (4) single 15” monitor wedges; cabling
- **Microphones:** Sennheiser; Shure; Stands; Snakes; Cabling
- **Console:** 24 inputs, Outboard
- **Crew:** One (1) Engineer/System Tech
- **Transportation:** Delivery; Set-Up; Operation; Teardown; Removal
-

System C - Complete System for Audiences between 500 and 2,000 people

Price: \$1,000.00

- **Mains:**
 - 12,000 Watt system
 - Two (2) stacks per side
 - two (2) dual 18” subs per side
 - two (2) single 15” mid/high cabs per side
 - Cabling
- **Monitors:** 2,000 Watt system; up to five (5) mixes; up to four (4) single 15” monitor wedges; drum fill; cabling
- **Microphones:** Sennheiser; Shure; Stands; Snakes; Cabling
- **Console:** Presonus StudioLive 24 FOH Console
- **Crew:** One (1) Engineer; One (1) System Technician
- **Transportation:** Delivery; Set-Up; Operation; Teardown; Removal

EXHIBIT “A”
(2 of 3)
PRODUCTION SERVICES CONTRACTOR AGREEMENT
Fees and Charges

System D - Complete System for Audiences between 2,000 and 4,000 people Price: \$3,000.00

- **Mains:**
 - 34,000 Watt System
 - Line array speaker system-
 - Four (4) dual 18” Subs per side
 - Line array of six (6) single 15” mid/high cabs per side hung via ground lifted truss
 - Two (2) single 12” center fill
 - Two dual 15” outside fills
 - Cabling
- **Monitors:** 8,000 Watt system; up to twelve (12) mixes; up to six (6) single 15” monitor wedges; drum fill; side fills; cabling
- **Microphones:** Sennheiser; Shure; Stands; Snakes; Cabling
- **Console:** Presonus StudioLive 32.4.2 AI Monitor; Presonus StudioLive 24 FOH Console
- **Crew:** Two (2) Audio Engineers; Two (2) System Technicians
- **Transportation:** Delivery; Set-Up; Operation; Teardown; Removal

EXTRAS

Audio

Wireless Mic (Single Unit Handheld SM58)	\$ 50
Wireless Mic Package (4 Units Handheld SM58s)	\$200
Two Extra Main PA Stacks with Power (One per Side)	\$200
Two Monitor Wedges on one Mix	\$100
Two Single 12" Center Fills with Power	\$100
Two Dual 15" Outside Fills with Power (One per Side)	\$200
Monitor Mixing Station	\$500
Monitor Console	
Monitor Engineer	
Splitter Snake	
Yamaha M3000, 40 input Console with Outboard Instead of Digital Console	\$500

Lighting

Two Par 56 Light Trees All On	\$100
Follow Spot (Requires Operator)	\$100 (\$350)
Console & Dimmers (Requires Operator)	\$200 (\$350)
Complete Lighting System (Requires Operator and Tech)	\$1000 (\$600)
16 Par 56 Lamps on Truss with Dimmers Front	
16 Par 56 Lamps on Trees with Dimmers Rear	

EXHIBIT “A”
(2 of 3)
PRODUCTION SERVICES CONTRACTOR AGREEMENT
Fees and Charges

4 Par 56 Lamps on Trees All On Each Side

<u>Extra Crew Members</u> (i.e. Loaders, Stage Crew, etc.)	\$350 each/ day
<u>Service Work</u>	\$75/Hour (2 Hrs.Min)
<u>House Services</u>	\$275/Half Day
	\$500/Full Day

<u>Holiday Upcharge Fee</u>	<u>Sunset Cove</u>	<u>Seabreeze</u>	<u>Canyon</u>
St Patrick's Holiday Observance	\$750	\$500	\$250
Easter Sunday	\$750	\$500	\$250
Memorial Day Weekend	\$750	\$500	\$250
July 4th Observance	\$750	\$500	\$250
Labor Day Weekend	\$750	\$500	\$250
Halloween Observance	\$750	\$500	\$250
Thanksgiving Day	\$750	\$500	\$250
Christmas Day	\$750	\$500	\$250

EXHIBIT “B”

(1 of 3)

SOUND AND LIGHT PRODUCTION SERVICES CONTRACTOR AGREEMENT

Event Scope & Detail

Event Date: _____

Event Name: _____

Event Scope & Detail:

Services & Equipment Provided by Contractor:

- System A - Stage Setup Only ☐
- System A - Supplemental – PA System Augmentation ☐
- System B - Complete System for Audiences up to 500 people ☐
- System C - Complete System for Audiences between 500 and 2,000 people ☐
- System D - Complete System for Audiences between 2,000 and 4,000 people ☐

EXTRAS

Audio

- Wireless Mic (Single Unit Handheld SM58) ☐
- Wireless Mic Package (4 Units Handheld SM58s) ☐
- Two Extra Main PA Stacks with Power (One per Side) ☐
- Two Monitor Wedges on one Mix ☐
- Two Single 12" Center Fills with Power ☐
- Two Dual 15" Outside Fills with Power (One per Side) ☐
- Monitor Mixing Station ☐
- Monitor Console ☐
- Monitor Engineer ☐
- Splitter Snake ☐
- Yamaha M3000, 40 input Console with Outboard Instead of Digital Console ☐

EXHIBIT “B”

(2 of 3)

SOUND AND LIGHT PRODUCTION SERVICES CONTRACTOR AGREEMENT
Event Scope & Detail

Lighting

- Two Par 56 Light Trees All On ☐
- Follow Spot (Requires Operator) ☐
- Console & Dimmers (Requires Operator) ☐
- Complete Lighting System (Requires Operator and Tech) ☐
- 16 Par 56 Lamps on Truss with Dimmers Front ☐
- 16 Par 56 Lamps on Trees with Dimmers Rear ☐
- 4 Par 56 Lamps on Trees All On Each Side ☐

Extra Crew Members (i.e. Loaders, Stage Crew, etc.) ☐

Service Work ☐

House Services ☐

Holiday Upcharge Fee

- St Patrick's Holiday Observance ☐
- Easter Sunday ☐
- Memorial Day Weekend ☐
- July 4th Observance ☐
- Labor Day Weekend ☐
- Halloween Observance ☐
- Thanksgiving Day ☐
- Christmas Day ☐

EXHIBIT “B”

(3 of 3)

SOUND AND LIGHT PRODUCTION SERVICES CONTRACTOR AGREEMENT

Event Scope & Detail

Specialty Certificates, Licenses, and Memberships:

Identify certificates, licenses, and memberships required pursuant to provision 8.a.10 of this 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

EXHIBIT “C”

(1 of 2)

ENTERTAINMENT 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 mark as applicable:



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



Commercial General Liability: SPONSOR 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.



Liquor Liability: if alcoholic beverages (including beer, wine, and spirits) are for sale at the event, the SPONSOR AND VENDOR shall maintain Liquor Liability coverage and the Certificate of Insurance must state that Liquor Liability coverage is included with a minimum limit of liability of **\$1,000,000** Each Occurrence. The policy must not exclude either Personal Injury/Advertising Injury, Damage to Rented Premises, or Products/Completed Operations.

If no admission or similar fee is charged at any type of event and alcoholic beverages are served at no charge, the Certificate of Insurance must state that Host Liquor Liability Coverage has been secured with a minimum limit of liability of **\$1,000,000** Each Occurrence.



Participant Liability: SPONSOR shall maintain Participant Liability at a limit of liability not less than **\$25,000** Each Occurrence.



Auto Liability: SPONSOR 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 SPONSOR owns no automobiles, the Business Auto Liability requirement shall be amended allowing SPONSOR 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: SPONSOR shall maintain Workers' Compensation & Employer's Liability in accordance with Florida Statute Chapter 440.



Professional Liability: SPONSOR 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 SPONSOR's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, SPONSOR 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, SPONSOR 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:** SPONSOR 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 SPONSOR 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 SPONSOR enter into such an agreement on a pre-loss basis.
- ☐ **Certificates of Insurance:** Prior to execution of the Agreement, the SPONSOR 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 SPONSOR 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: [Click or tap here to enter text.](#)
2700 Sixth Avenue South
Lake Worth, Florida 33461
- ☐ **Umbrella or Excess Liability:** If necessary, SPONSOR 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.