

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: January 23, 2018

Consent Regular
 Ordinance Public Hearing

Department: Parks and Recreation

Submitted By: Parks and Recreation Department

Submitted For: Parks and Recreation Department

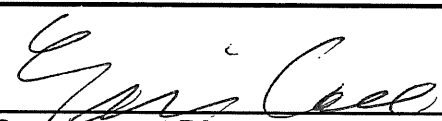
I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: a non-standard Amphitheater Rental Agreement with JM Family Enterprises, Inc., for a company picnic set up and event from February 1, 2018, through February 3, 2018, at Sunset Cove Amphitheater.

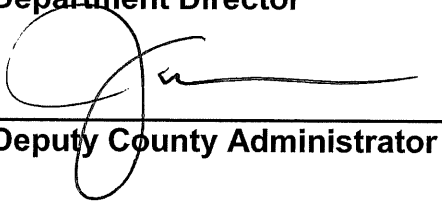
Summary: The Parks and Recreation Department (Department) utilizes a standard Amphitheater Rental Agreement which is executed at the Department level. However, non-standard Amphitheater Rental Agreements are sometimes required to satisfy the specific requirement terms of a given renter. JM Family Enterprises, Inc., has requested modifications to the approved standard Amphitheater Rental Agreement language. The modifications clarify the responsibilities and expectations of the County and JM Family Enterprises, Inc., for issues such as cancellation and postponement, minimum and maximum attendance, photography and recording rights, and compliance with public entity crimes certification. County net revenues generated from the company picnic event are estimated at \$6,713. District 5 (AH)

Background and Justification: On February 24, 2009, R2009-0335, as amended by R2009-1807, R2012-1715 and R2014-0166, the Department was authorized by the Board to execute a standard Amphitheater Rental Agreement. The standard Amphitheater Rental Agreement is utilized in most instances for rental of County Amphitheaters and can be executed at the Department level. However, modifications to the approved standard agreement language are necessary to clarify specific terms and conditions with renter, JM Family Enterprises, Inc., for an upcoming company picnic event at the Sunset Cove Amphitheater. This non-standard Amphitheater Rental Agreement specifically clarifies the responsibilities and expectations of both the County and JM Family Enterprises, Inc. This Agreement specifies a minimum and maximum number of attendees, and requires that in the event of cancellation or postponement, JM Family Enterprises, Inc., shall receive a refund less reasonable expenses, when no alternate date is agreed to within 30 days of such cancellation, unless such cancellation is solely due to the County's default. This contract also modifies the standard Amphitheater Rental Agreement to prohibit the County from photographing, videotaping or otherwise recording the event and limits JM Family Enterprises, Inc.'s, public entity crimes compliance requirements to it and its affiliates, and not to its suppliers, subcontractors and consultants who perform event services. Board approval is required to move forward with this non-standard Amphitheater Rental Agreement.

Attachment: Non-standard Amphitheater Rental Agreement

Recommended by: 
Department Director

12/21/17
Date

Approved by: 
Deputy County Administrator

1/2/18
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2018	2019	2020	2021	2022
Capital Expenditures	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>1,748</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>(6,213)</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>(4,465)</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

Is Item Included in Current Budget? Yes X No
 Does this item include the use of federal funds? Yes No X

Budget Account No.: Fund 0001 Department 580 Unit 5206
 Object various /Revenue various Program

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

Renter	Revenue	Expense
JM Family Enterprises, Inc.	\$6,213	\$1,748

* Estimated net fiscal impact for this agreement is \$4,465. Actual revenue and operating costs will be determined at the termination of the agreement.

C. Departmental Fiscal Review: 

III. REVIEW COMMENTS

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

 OFMB 12/22/17
 Contract Development and Control 12/28/17

B. Legal Sufficiency:

Anne Delgant 12-29-17
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

SPECIAL FACILITIES DIVISION					
MC: DP 09.16.16	PS	FSS:	CC:	CA:	DD:

**AMPHITHEATER RENTAL AGREEMENT FOR
PALM BEACH COUNTY PARKS & RECREATION DEPARTMENT**

This Agreement is made as of the ____ day of _____, 20____, by and between Palm Beach COUNTY, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the "COUNTY " and **JM Family Enterprises, Inc.** hereinafter referred to as "RENTER ", whose address is 100 Jim Moran Blvd., Deerfield Beach, Florida 33442

WITNESSETH:

WHEREAS, the COUNTY desires to rent the **Sunset Cove Amphitheater**, hereinafter referred to as the "Facility", as more particularly described in **Exhibit "A"**, attached hereto and incorporated herein by reference; and

WHEREAS, RENTER desires to utilize the Facility to provide entertainment; and

WHEREAS, RENTER has the knowledge, ability, and equipment to provide such entertainment; and

WHEREAS, providing entertainment at the Facility serves a public purpose; and

WHEREAS, both PARTIES desire to enter into this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the COUNTY and RENTER hereby agree as follows:

1. Recitals: The foregoing recitals are true and correct and are incorporated herein by reference.
2. Term: The RENTER shall commence Facility rental on **Thursday, February 1, 2018 at 8:00 am** and shall complete all services by **Saturday, February 3, 2018 at 11:00 pm**, for the purpose of the "company picnic", as more particularly described in **Exhibit "B"**, attached hereto and incorporated herein by reference, and for no other purpose whatsoever without the prior written consent of the COUNTY.
3. Payments To County: RENTER shall pay COUNTY a rental deposit, detailed in **Exhibit "C"**, attached hereto and incorporated herein by reference, in the amount of **Three Thousand and Five Hundred Dollars and Zero Cents (\$3,500.00)** by **Friday December 8, 2017**, Friday for rental of the Facility which shall be utilized as described above. RENTER shall also pay the balance of **Three Thousand Two Hundred Twelve Dollars and Sixty-six Cents (\$3,212.66)** for a total of **Six Thousand, Seven Hundred and Twelve Dollars and Sixty-six Cents (\$6,712.66)**, as detailed in **Exhibit "C"**, by **Friday January 19, 2018**. These rates are subject to change by the COUNTY upon ninety (90) days written notice to RENTER. If RENTER does not agree to the rate increase, RENTER may terminate this Agreement by providing COUNTY written notice within thirty (30) of receiving notice of the rate increase of its intent to terminate this Agreement.
4. RENTER shall pay COUNTY a Damage Deposit in the amount of **Five Hundred Dollars (\$500.00)** Damage Deposit to be refunded within 15 days of COUNTY determining the Facility was returned to COUNTY undamaged and in the same condition prior to RENTER's use of the Facility. This \$500.00 Damage Deposit is included in the amount above.
5. County Responsibilities:
 - A. The COUNTY shall furnish for ordinary use, in consideration of the payment of the rental fee amount: a clean Facility; restrooms; drinking fountains; climate control in backstage portions of the Facility, dressing rooms and production office, and minimum management staff during the terms outlined in this Agreement.

DS
MT

- B. The COUNTY shall furnish, in consideration of the payment of the event recovery costs: services, equipment, materials, and technicians, as outlined in Exhibit "B". The RENTER understands and agrees that the COUNTY will not furnish any technicians, equipment, services, materials, etc. unless otherwise provided for in Exhibit "B" of this Agreement.
- C. COUNTY reserves the right through its Facility Manager and its representatives to approve all aspects of an Event including but not limited to activities, equipment, materials, merchandising, entertainment and program sponsors associated with the rental, in advance of booking the Event. RENTER agrees that in the event the COUNTY objects to the content of the scheduled rental due to obscene, immoral or lewd nature of the proposed rental event, the rental will be cancelled at no cost or penalty to the COUNTY.
- D. COUNTY reserves the right through its Facility Manager and its representatives to enter any portion of the Facility and to eject any objectionable person or persons from said Facility and upon the exercise of this authority, the RENTER hereby waives any right and all claims for damages against the COUNTY, except to the extent that such suits, losses, damages and expense arise from the COUNTY, the Facility manager, staff, its agents or employees willful misconduct or negligence.
- E. The COUNTY reserves the right to remove from the Facility all effects remaining in the Facility after the term specified in Section 2 above, at the sole expense of RENTER and without any liability on the part of the COUNTY. The property will be considered abandoned if RENTER fails to claim any articles left at the Facility 10 days after the rental date. All abandoned property will be disposed of by the COUNTY at its sole discretion.
- F. The County reserves the right to control the management of the Facility and enforce all county, state, local and federal rules. The Facility and keys shall at all times, be under the charge and control of the Facility Manager.
- G. The County shall have the sole right to collect and maintain the custody of any articles left, lost or checked in the Facility by persons attending any performance, exhibition or entertainment given or held in the Facility, and RENTER or any person in RENTER's employ shall not collect nor interfere with the collection or custody of such articles.
- H. Any matters not herein expressly provided for shall be left to the sole discretion of the Facility Manager, whose decision shall be final.

6. Renter's Responsibilities:

- A. The RENTER shall not do or permit to be done anything in or upon any portion of the Facility or bring or keep anything therein or thereupon which in any way increase the rate of fire or public liability insurance, or conflict with the regulations of the Palm Beach County Fire Rescue or with any county, state, local or federal rules and regulations.
- B. RENTER shall not, without the written consent of the COUNTY, put up or operate any engine or motor, or machinery at the Facility, or use oils, burning fluids, camphene, kerosene, naphtha, or gasoline for either mechanical or other purposes or any agent other than electricity for illuminating the premises. RENTER shall not use pyrotechnics of any kind without the prior written approval of the COUNTY.
- C. RENTER shall not undertake or participate in any business, exhibit or activity during the rental period other than herein specified. RENTER shall not permit the Facility to be used for lodging or for any improper, immoral or objectionable purpose. RENTER shall neither assign this Agreement without the prior written consent of the COUNTY nor suffer any use of said Facility other than herein specified, nor shall RENTER sublease the Facility in whole or in part.
- D. RENTER represents that it has inspected the Facility and that the Facility is in proper condition

for rental. RENTER agrees that the Facility, equipment, and materials have been inspected and that same are adequate and in proper condition for the uses contemplated herein, and that RENTER accepts same as is with all defects, latent and patent, if any.

- E. RENTER shall not admit into the Facility a larger number of persons than the area of capacity will accommodate. Discrepancies regarding the capacity shall be determined by the Facility Manager whose decision regarding maximum capacity shall be final.
- F. RENTER hereby expressly waives any and all claims for compensation for any and all loss or damage sustained because of the failure or impairment of the water supply or electrical systems, leading to or on the Facility premises, except to the extent that such losses, damages and expense arise from The COUNTY, the Facility manager, staff, its agents or employees negligence.
- G. RENTER shall be responsible for ascertaining what licenses or permits are necessary to be obtained under the Copyright Regulations of Title 17 of the United States Code. Further, the RENTER agrees to indemnify the COUNTY and its agents for any expenses incurred as a result of the failure to obtain said licenses or permits, including, but not limited to fines or damages collected against the COUNTY or COUNTY's agents, any attorney's fees and court costs, and for any expenses incurred as a result of RENTER's failure to otherwise satisfy said regulations. If any additional requirements such as specialty certifications, licenses and/or memberships are applicable to the rental of the Facility, RENTER shall attach a copy of each to this Agreement as Exhibit "D", attached hereto and incorporated herein by reference.
- H. RENTER shall break down and remove all equipment and other materials it brings to the Facility immediately upon completion of the rental, and shall leave the Facility in the same condition the Facility was in prior to the rental.
- I. All vehicles belonging to RENTER or RENTER's employees or agents shall be parked in agreed upon assigned areas.
- J. RENTER shall comply in all material respects with all federal and state laws and regulations and all applicable COUNTY ordinances and regulations and all Department standard operating procedures, Facility rules and regulations and the Promoter's Information Kit.

7. Cancellation and Postponement of Event:

- A. In case of inclement weather (i.e. hurricanes, thunderstorms, tornadoes, flooding, etc.), acts of God, riots, strikes, epidemics, and similar circumstances affecting public safety, as determined solely by COUNTY, the COUNTY may cancel or postpone this Agreement by providing RENTER with at least four (4) hours notice prior to the scheduled rental. Upon cancellation due to inclement weather, acts of God, riots, strikes, epidemics, and similar circumstances affecting public safety, COUNTY and RENTER may negotiate another date for rental of the Facility by RENTER, upon the same terms and conditions of this Agreement. In the event an alternate date cannot be agreed upon by both PARTIES within five (5) business days after cancellation, a refund, less reasonable expenses as determined and incurred by the COUNTY in connection therewith, shall be made to RENTER and any expenses incurred by the COUNTY in connection therewith, shall be payable by the RENTER to COUNTY as liquidated damages, and not by penalty. COUNTY shall not be liable for any lost profits or damages claimed by RENTER. COUNTY reserves the right, without liability, to evacuate the Facility during any activity in progress where it is deemed necessary for the safety of the general public, patrons, or guests.
- B. In case of inclement weather (i.e. hurricanes, thunderstorms, tornadoes, flooding, etc.) and other acts of God, riots, strikes, epidemics and similar circumstances that may be deemed to affect the enjoyment or safety of RENTER's employees and guests, as determined solely by RENTER, RENTER may cancel or postpone this Agreement by providing COUNTY with at least four (4) hours' notice prior to the scheduled rental; it being understood that such a cancellation by RENTER may occur in RENTER's reasonable discretion even in the event COUNTY has not cancelled the event due to inclement weather or other acts of God, riots, strikes, epidemics and similar circumstances affecting the enjoyment or safety of RENTER's employees and guests,

COUNTY and RENTER may negotiate another date for rental of the Facility by RENTER, upon the same terms and conditions of this Agreement. In the event an alternate date cannot be agreed upon by both PARTIES within thirty (30) days after cancellation, a refund less reasonable expenses incurred by the COUNTY shall be made to RENTER by COUNTY as liquidated damages, and not as a penalty. In the event of RENTER's termination of RENTER's termination of this Agreement due to COUNTY's default, RENTER shall be entitled to a full refund of all monies paid to COUNTY and such other damages as may be allowed by law.

- C. If in the reasonable discretion of COUNTY, RENTER is not using the Facility in accordance with this Agreement, this Agreement shall be terminated, and no refund shall be made to RENTER.
- D. COUNTY may terminate this Agreement without cause upon thirty (30) days prior written notice to RENTER. COUNTY shall not be liable to RENTER for any lost profits or damages claimed by Renter. Upon early termination by COUNTY, COUNTY shall refund Renter's full rental fee and damage deposit within thirty (30) days after termination.
8. Performing Rights: COUNTY shall not use or endorse the RENTER's name or likeness, except the COUNTY may photograph and/or record both the audio and visual aspects of the rental, for the sole purpose of future promotion of the Facility, if approved by RENTER. COUNTY agrees that it shall not transmit directly from the Facility, at the time of the rental, any part of such recording absent a specific written agreement between the PARTIES to this Agreement permitting such transmission. All broadcasting, recording and photography must be approved in advance by RENTER. RENTER reserves the right to videotape and record performance for archival purposes.
9. Assignment: RENTER shall not assign, transfer or otherwise encumber this Agreement or any part thereof, in any manner without the prior written consent of the COUNTY, except to a parent or affiliate company under common control. It is further agreed that no modification, amendment or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and equal dignity herewith.
10. Representatives: The COUNTY's representative for this Agreement is **Mary Ann Wood**, telephone no. 561-963-6702. The RENTER's representative for this Agreement is **Mike Tiufekchiev**, telephone no. 954-429-2040.
11. Damages: If any portion of the Facility, during the term of this Agreement, shall be damaged by the act, default or negligence of the RENTER, or the RENTER's agents, employees, patrons, contractors, guests or any persons admitted into the Facility by RENTER, RENTER shall pay to the COUNTY upon demand, such sum as shall be necessary to restore said damaged Facility to its original condition. The RENTER hereby assumes full responsibility for the character, acts and conduct of all persons admitted into the Facility by the consent of the RENTER or by or with the consent of any persons acting for or on behalf of the RENTER, and the RENTER agrees to have on hand at all times, at its own expense, such security forces as outlined in **Exhibit "B-1"**.
- RENTER shall not injure, mar, nor in any manner deface the Facility, and shall not cause or permit anything to be done whereby the Facility shall be in any manner injured, marred or defaced; and will not drive or permit to be driven nails, hooks, tacks, or screws into any part of the Facility. RENTER shall not paint anything within the Facility. RENTER shall not post or exhibit or allow to be posted or exhibited, signs, advertisements, show-bills, lithographs, posters or cards of any description inside or in front of the Facility without the Facility Manager's prior written approval.
- The COUNTY shall not be responsible for any property damage or personal injury that may result due to the RENTER or the RENTER's agents, servants, contractors, employees, patrons, exhibitors, contestants, guests or invitees from any cause whatsoever, prior, during or subsequent to the period covered by this Agreement; and the RENTER hereby expressly releases COUNTY from and agrees to indemnify the COUNTY against any and all claims for such loss, damage or injury, except to the extent such damage or personal injury is caused by the negligence or willful misconduct of the COUNTY.
12. Indemnification: RENTER shall conduct its rental activities and the activities of its agents, employees and subcontractors at the Facility as not to endanger any person thereon and to indemnify and hold

harmless the COUNTY, its officials, agents and employees from and against all claims, suits, actions, damages, liabilities, expenditures or causes of action, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising out of or in any way connected to the activity or inactivity of RENTER, its agents, employees or subcontractors, and resulting or occurring from any act, omission or error of RENTER, its agents or employees, resulting in or relating to injuries to body, life, limb or property sustained in, about or on the use of the Facility by RENTER, its agents, employees or subcontractors, except to the extent such claims, suits, actions, damages, liabilities, expenditures or causes of action is caused by the negligence or willful misconduct of COUNTY. COUNTY shall not be liable for any property damage or bodily injury sustained by RENTER, its employees, agents or subcontractors, prior, during or subsequent to the period of time during this Agreement. This provision shall survive termination or expiration of this Agreement.

13. **Insurance:** COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the rights to require insurance coverages throughout the term of this Agreement. RENTER shall procure and maintain for the term of this Agreement at its own expense, insurance coverage which will name Palm Beach County Board of County Commissioners as "Additionally Insured" in the Description of Operations section and said copy of insurance shall be submitted to the COUNTY not less than fifteen (15) days prior to Facility rental. Evidence of the required insurance by way of a Certificate of Insurance shall be subject to approval by the Risk Management Department as to the form, adequacy and documentation of insurance coverage. RENTER shall, at its sole cost and expense, maintain in full force and effect at all times during the life of this Agreement, insurance coverages and limits (including endorsements), as follows:
- A. Commercial General Liability with limits of at least \$1,000,000 each occurrence. Coverage shall not contain any endorsement(s) excluding nor limiting Premises/Operations, Personal Injury, Product/Completed Operations, Contractual Liability, Severability of Interests or Cross Liability. Coverage shall be provided on a primary basis;
 - B. If the COUNTY determines special liability coverage is required, the RENTER shall, at its sole cost and expense, maintain in full force and effect at all times during the life of this Agreement, insurance coverages and limits as described in Exhibit "E", attached hereto and incorporated herein by reference.
 - C. Insurers with a minimum AM Best rating of B+VIII and authorized to write insurance in the State of Florida is required.

RENTER shall provide the COUNTY with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements of RENTER to maintain or not to maintain insurance is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by RENTER under this Agreement. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

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

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

And if sent to the RENTER shall be mailed to:

RENTER'S Name: Legal Department – JMFDF018
RENTER'S Address: 100 Jim Moran Blvd., Deerfield Beach, Fl. 33442
RENTER'S Phone No: 954-429-2000

15. **Remedies:** This Agreement shall be 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.
16. **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 limited to any citizen or employees of the COUNTY and/or RENTER.
17. **Authorization:** Any individual executing this Agreement on behalf of RENTER warrants he or she has full legal authority to do so, and his/her execution shall bind the RENTER, its employees, agents and subcontractors to the terms and conditions herein.
18. **Availability of Funds:** The COUNTY's performance and obligation to pay under this Agreement for subsequent fiscal years is contingent upon annual appropriations for its purpose by the Board of County Commissioners.
19. **Arrears:** The RENTER shall not pledge the COUNTY's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The RENTER further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.
20. **Public Entity Crimes:** As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the RENTER certifies that it, and its affiliates who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).
21. **Severability:** If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.
22. **Entirety of Contractual Agreement:** The COUNTY and the RENTER 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.
23. **Waiver:** Failure of COUNTY to insist upon strict performance of any covenant or condition of this Agreement, or to execute any right herein contained, shall not be construed as a waiver or relinquishment for the failure of such covenant, condition, or right, but the same shall remain in full force and effect.
24. **Nondiscrimination:** RENTER 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.
25. **Regulations, Licensing Requirements:** The RENTER shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. RENTER is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.
26. **Office of the Inspector General:** Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector

General's authority includes but is not limited to the power to review past, present and proposed COUNTY contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the RENTER, 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.

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

PALM BEACH COUNTY WITNESS

**Palm Beach County
Board of County Commissioners**

BY: _____
Mayor


SIGNATURE

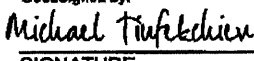
NAME (TYPE OR PRINT)

**ATTEST:
Clerk & Comptroller
Deputy Clerk –**

RENTER WITNESS

RENTER – JM Family Enterprise, Inc.

 _____ 11/16/17
SIGNATURE DATE

 _____ November 16, 2017
SIGNATURE DATE

Christina Allien
NAME (TYPE OR PRINT)

Michael Tiufekchiev
NAME (TYPE OR PRINT)
vp
TITLE (TYPE OR PRINT)

**Approved as to Form and
Legal Sufficiency**

**Approved as to Terms and
Conditions**

By: _____
Assistant County Attorney

by:  _____
Eric Call, Director
Parks and Recreation Department

EXHIBIT "A"
AMPHITHEATER RENTAL AGREEMENT
Rental Selection Form

- SUNSET COVE AMPHITHEATER:** Located in South County Regional Park
20405 Amphitheater Circle
Boca Raton



Seating 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



Seating for 2,000 – 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



Seating for 500 – covered stage with light rigging – covered backstage – loading ramps – public restrooms attached – public parking

NOTE: The above described Amphitheater amenities and equipment are identified for informational purposes only and may not be included in all rentals.

EXHIBIT "B"

AMPHITHEATER RENTAL AGREEMENT

Rental Scope & Detail

Event Name: JM Family FunFest

Rental to include:

- | | | | |
|-------------------------------------|------------------|--------------------------|------------------------------|
| <input checked="" type="checkbox"/> | Full Facility | <input type="checkbox"/> | Restrooms |
| <input type="checkbox"/> | Lawn | <input type="checkbox"/> | Equipment / Materials |
| <input type="checkbox"/> | Stage & Lawn | <input type="checkbox"/> | Technicians / Staff Services |
| <input type="checkbox"/> | Parking Areas | <input type="checkbox"/> | _____ |
| <input type="checkbox"/> | Overflow Parking | <input type="checkbox"/> | _____ |

Event scope and detail: An Employee Appreciation event hosted by JM Family Enterprises.

This event will allow JM Family Enterprises staff and families the opportunity to enjoy a day with playful activities and entertainment. No alcohol sold or served.

Attached additional pages as needed.]

NOTE: COUNTY reserves the right to refuse any Amphitheater rental request that may be deemed contrary to community standards of appropriateness. Such decision is final and without liability for any c

EXHIBIT "B-1"
(1 of 2)

AMPHITHEATER RENTAL AGREEMENT

Rental Scope & Detail

Specialty Certificates, Licenses, and Memberships:

Identify certificates, licenses, and memberships required pursuant to provision 6.a.12. of the Amphitheater Rental Agreement. Submit such documents with this *Rental Scope & Detail* or indicate the date such documents will be delivered to the Department:

Host Certificate of Insurance

Amenities, Services & Equipment:

Procured By RENTER:

Liquor

Food and Beverages

Vendor Merchandise

Production Staff

Generators

Volunteers

Signs / Banners

Barbeques / Grills

Stage Security Detail

Procured By:

N/A COUNTY RENTER

Approved Cleaning Service

PBSO

Local Law Enforcement

EMS

Sound and Light System

FOH Tent or Scaffolding

Paid By:

COUNTY * RENTER

EXHIBIT "B-1"
(2 of 2)

Amenities, Services & Equipment - continued:

Procured By:			Paid By:	
<u>N/A</u>	<u>COUNTY</u>	<u>RENTER</u>	<u>COUNTY *</u>	<u>RENTER</u>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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* All costs associated with COUNTY's procurement of amenities, services and equipment will be included on the Pre/Post Rental Settlement (Exhibit "C") and paid by RENTER at the time all other fees and charges and due and payable.

In addition to such costs, COUNTY reserves the right to assess a twenty-five percent (25%) administrative overhead fee to the procurement costs of such amenities, services and equipment. In such event, RENTER will be notified of such assessment prior to COUNTY's procurement.

† Requests to include fireworks or any other form of pyrotechnics display will be considered on a case-by-case basis. Any such displays require the approval of the Department Director, and must be conducted in accordance with the permit issued by the Fire Rescue Department having municipal jurisdiction of the Amphitheater. Also, the presence of the Fire Rescue Department is required. Additional insurance coverages as well as charges for the presence of Fire Rescue equipment and personnel will apply.

EXHIBIT "C"

AMPHITHEATER RENTAL AGREEMENT

Pre Rental Settlement

PALM BEACH COUNTY PARKS AND RECREATION / AMPHITHEATERS - SCA- FOR PROFIT SETTLEMENT							
Event Name: JM Family FunFest		Event Date: 2018		Event Venue: Sunset Cove			
Reservation #:		Household: 34755		Organization Name: JM Family Enterprises			
For Palm Beach County Parks & Recreation Staff Use							
Description	RecTrac Code	Cost	Quantity	Total	Tax	Account Line	GL Code
Advance Deposit \$3,500.00	SVC 13	\$3,500.00	0.00	\$0.00		2230-AMAD	131
Facility Rental Fee* (\$3,500.00 minimum or 10% of adjusted gross ticket sales, not to exceed \$12,000.00)	SCV 54	Adjusted Gross Total \$0.00	10% of Adjusted Gross \$0.00	\$3,500.00	\$210.00	5207-4735	129
Load-In/ Out Fee*	SCV59	\$250.00	2	\$500.00	\$30.00	5207-4735	129
Parks & Recreation Other Fees- Pavilion Rentals*	SCV32	\$155.00	3	\$465.00	\$27.90	5207-4729-01	121
Parking Fee* 20% of parking fees collected	SCV 17	Total Parking Collected \$0.00	20% of Total Parking \$0.00	\$0.00	\$0.00	5207-4725-14	147
Park Program Activity Fees Late Fees**	SCV 39	\$100.00	0	\$0.00		5207-4721-01	450
Parks & Recreation Other Fees- Janitorial*	SCV 27	\$20.00	48	\$960.00	\$57.60	5207-4729-09	145
Parks & Recreation Other Fees- Food Concession **	SCV 04 (Food & Beverage)	\$300.00	0	\$0.00		5207-4729-03	123
		\$600.00	0	\$0.00			
		\$900.00	0	\$0.00			
		\$500.00	0	\$0.00			
		\$1,000.00	0	\$0.00			
Parks & Recreation Other Fees Concession Souvenirs*	SCV 41 (other Concessions)	\$250.00	0	\$0.00	\$0.00	5207-4729-18	451
		\$500.00	0	\$0.00	\$0.00		
		\$750.00	0	\$0.00	\$0.00		
Parks & Recreation Other Fees- Dumpster*	SCV 27	\$250.00	1	\$250.00	\$15.00	5207-4729-09	145
Parks & Recreation Other Fees - Production Services*	SCV 37	\$500.00	0	\$0.00	\$0.00	5207-4729-27	171
Parks & Recreation Fees - Other Law Enforcement Services*	SCV 07 (PBSO Supervisor)	\$64.00	0	\$0.00	\$0.00	5207-4729-15	126
	SCV 07 (PBSO Deputy)	\$46.00	0	\$0.00	\$0.00		
Parks & Recreation Other Fees/ Maintenance *	SCV 60 (Maintenance)	\$31.00	6	\$186.00	\$11.16	5221-4729-14	0
	SCV 61 (Electrician)	\$47.00	0	\$0.00	\$0.00		
	SCV 60 (Plumber)	\$81.00	0	\$0.00	\$0.00		
Parks/ Maintenance Materials**	SCV 29	\$0.00	N/A	\$0.00		5221-4729-12	10
Contributions/ Donations**	SCV 35	\$0.00	0	\$0.00		5207-6600	149
Security Deposit** (Not applicable toward Balance) (Refundable pending final walkthrough)	SCV 31	\$500 - \$3000	1	\$500.00		0001-2200-AMSD	903
Tax							
Final Settlement Subtotal with Tax		\$351.66	Date Paid				
Advance Deposit		\$6,712.66					
Pre Settlement Payment							
Balance Owed		\$0.00					
*Subject to sales Tax		\$6,712.66					
**Non-Taxable							

DocuSigned by:
Michael Tufekchiev
 Date: **November 20, 2017**

EXHIBIT "D"

Licenses, Memberships or Permits

Temporary building permit required for tents, electrical, and fire safety. All building, tents and electrical permits associated with this event will be the responsibility of the JM Family Enterprises

EXHIBIT "E"

(1 of 2)

AMPHITHEATER RENTAL AGREEMENT

Insurance Requirements

RENTER 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 RENTER, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by RENTER under the Agreement. RENTER 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:

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

EXHIBIT "E"
(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:** RENTER 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 RENTER 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 RENTER enter into such an agreement on a pre-loss basis.

- ✓ **Certificates of Insurance:** Prior to execution of the Agreement, the RENTER 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 RENTER 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: Special Facilities Director
2700 Sixth Avenue South
Lake Worth, Florida 33461

- ✓ **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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/01/2017

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 have ADDITIONAL INSURED provisions or 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
Marsh USA Inc.
1560 Sawgrass Corporate Pkwy, Suite 300
Sunrise, FL 33323

CONTACT NAME:
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL:
ADDRESS:

090418-JMFam-GAW-17-18

INSURED
JM Family Enterprises, Inc.
Insurance Operations
PO Box 1160
Deerfield Beach, FL 33443

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Liberty Mutual Fire Insurance Company		23035
INSURER B : Liberty Insurance Corporation		42404
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES**CERTIFICATE NUMBER:**

ATL-004787062-01

REVISION NUMBER: 2

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	ADDITIONAL SUBROGATION	INSURED	WARRANTY	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:				TB2-651-292070-047	10/01/2017	10/01/2018	EACH OCCURRENCE	\$ 1,000,000
								DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
								MED EXP (Any one person)	\$ 10,000
								PERSONAL & ADV INJURY	\$ 1,000,000
								GENERAL AGGREGATE	\$ 2,000,000
								PRODUCTS - COMP/OP AGG	\$ 2,000,000
								Gen'l Agg All Locations	\$ 6,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY				AS2-651-292070-037	10/01/2017	10/01/2018	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
								BODILY INJURY (Per person)	\$
								BODILY INJURY (Per accident)	\$
								PROPERTY DAMAGE (Per accident)	\$
									\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$							EACH OCCURRENCE	\$
								AGGREGATE	\$
									\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N			WA7-65D-292070-017 (AOS) WC7-651-292070-027 (WI)	10/01/2017 10/01/2017	10/01/2018 10/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
		N/A						E.L. EACH ACCIDENT	\$ 1,000,000
								E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
								E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Event: JM Family FunFest Date of Event: February 1, 2018 - February 3, 2018

Palm Beach County, a Political Subdivision of the State of Florida, its officers, employees, and agents is/are included as additional insured where required by written contract with respect to general liability and auto liability. Waiver of subrogation is applicable where required by written contract.

CERTIFICATE HOLDER

Palm Beach County Board
of County Commissioners
c/o Parks and Recreation Department
Attn: Special Facilities Director
2700 Sixth Avenue South
Lake Worth, FL 33461

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.

Juan Hernandez