

Agenda Item # C-15

VILLAGE OF ROYAL PALM BEACH

Agenda Item Summary

**AGENDA ITEM:** APPROVAL AND AUTHORIZATION FOR THE VILLAGE MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT FOR ENTERTAINMENT SERVICES WITH THE NINE SOCIETY, COMMENCING OCTOBER 1, 2025 AND ENDING SEPTEMBER 30, 2026.

**ISSUE:** The Village agrees to utilize the professional entertainment services, whereby The Nine Society will coordinate and provide musical entertainment for the Village's Friday night concert series and the Villages events/festivals for the 12-month period.

The professional services will include 24 Friday night concerts, Rock and Fall Fest (October 3 & 4, 2025), Winter Fest (December 6, 2025), West Fest (February 20-22, 2026, and 4<sup>th</sup> of July Celebration (July 4, 2026). With this Agreement, the Village shall pay The Nine Society a total amount, not to exceed One Hundred Sixty Thousand Dollars (\$160,000.00) over the 12-month year period.

**RECOMMENDED ACTION:** Staff recommends approval.

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Initiator:  
Mark Pawlowski  
Director of Parks and  
Recreation

Village Manager  
Approval

Agenda  
Date:  
9-18-25

Village Council  
Action:

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**VILLAGE OF ROYAL PALM BEACH  
PROFESSIONAL SERVICES AGREEMENT FOR ENTERTAINMENT  
SERVICES**

THIS PROFESSIONAL SERVICES AGREEMENT FOR ENTERTAINMENT SERVICES (“Agreement”) is entered into and effective this 1<sup>st</sup> day of October, 2025 (the “Effective Date”), by and between the VILLAGE OF ROYAL PALM BEACH, a Florida municipal corporation with offices located at 1050 Royal Palm Beach Boulevard, Royal Palm Beach, Florida 33411, organized and existing in accordance with the laws of the State of Florida, hereinafter the “Village”; and THE NINE SOCIETY, LLC, a Florida limited liability company, with offices located at 5235 Europa Drive, Unit I, Boynton Beach, Florida 33437, hereinafter the “Contractor” and collectively with the Village, the “Parties”.

**WITNESSETH**

The Village and the Contractor, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by both Parties, hereby agree as follows:

**1. SCOPE OF SERVICES:** The Parties hereby agree to enter into this Agreement whereby the Contractor shall coordinate and provide musical entertainment for the Village’s Concert Series at Commons Park and Village events/festivals which include the following:

- Two (2) concerts on the 1<sup>st</sup> and 3<sup>rd</sup> Friday night of every month totaling twenty-four (24) concerts per year;
- Rock and Fall Fest on October 3 & 4, 2025;
- Winter Fest on December 6, 2025;
- West Fest on February 20-22, 2026; and
- 4th of July Celebration on July 4, 2026

pursuant to all applicable statutory, licensing and Village code requirements. The Contractor shall take all safety and health precautions, including protection of band members. The Contractor shall also be responsible for entertainment performed by the various bands until completion of the Agreement. It is agreed by the Parties that the Contractor will only be responsible for those services listed herein and none of its agents, servants or employees shall be under the control of the Village; furthermore the Contractor its agents, servants or employees shall in no way be responsible for the services and duties of the Village its agents, servants, vendors, or employees, including but not

limited to general stage and lighting readiness, ticketing, crowd control including admission and expulsion of concert goers, vendors, parking, seating, and restroom facilities.

**2. COMPENSATION AND PAYMENT:** In consideration for the above Scope of Services, the Village shall pay the Contractor a total amount not to exceed One Hundred Sixty Thousand Dollars (\$160,000.00). Fees for each event/performance shall be as follows:

- Twenty-Four (24) Friday night concerts – approximately \$3,000.00 per night with a total not to exceed \$72,000.00 annually);
- Rock and Fall Fest on October 3 & 4, 2025 - up to \$24,000.00;
- Winter Fest on December 6, 2025 - up to \$20,000.00;
- West Fest on February 20-22, 2026 - up to \$24,000.00; and
- 4th of July Celebration on July 4, 2026 - up to \$20,000.00.

Contractor shall only receive compensation for entertainment services provided. In the event that an event/performance specified in Section 1 above is cancelled in writing by the Village before noon (12:00 pm EST) on the day of the event/performance, the Village and Contractor shall select a replacement date in the future to reschedule this performance. However, if the event is cancelled in writing by the Village after noon (12:00pm EST) on the date of the event/performance, the Contractor shall be fully compensated for the event/performance. The Contractor shall invoice the Village on a monthly basis for tasks completed to date unless otherwise agreed in writing by the Parties. The Village shall pay the Contractor based upon said invoices within thirty (30) days of their receipt.

**3. TERM; TERMINATION; NOTICE:** This Agreement shall be for a term of one (1) year commencing on the Effective Date and ending September 30, 2026 (the “Initial Term”), and shall renew for additional one (1) year terms (the “Renewal Terms”) until and unless either party terminates this Agreement. This Agreement may be terminated by either party upon sixty (60) days written notice to the other party. Notice shall be considered sufficient when sent by certified mail or hand delivered to the Parties during regular business hours at the following addresses:

Village	Contractor
Village of Royal Palm Beach 1050 Royal Palm Beach Boulevard Royal Palm Beach, FL 33411 Attn: Raymond C. Liggins, P.E., Village Manager	The Nine Society, LLC 5235 Europa Drive, Unit I Boynton Beach, Florida 33437 Attn: Ben Adelberg

The cost for all items as quoted herein shall remain firm for the Initial Term of the Agreement. No cost increases shall be accepted in this initial bid term. Costs for subsequent years and any Renewal Terms shall be subject to Village Council approval and shall be limited to the latest yearly percentage increase provided in the All Urban Consumers Price Index (CPU-U) for Miami-Fort Lauderdale-West Palm Beach, FL as published by the Bureau of Labor Statistics, U.S. Dept. of Labor as of April 1 of the most recent calendar year or three percent (3%), whichever is less. Any approved cost adjustment shall become effective on the beginning date of the approved Renewal Term.

**4. INSURANCE:** The Contractor shall provide proof of workers' compensation insurance and liability insurance in such amounts as deemed sufficient by the Village and shall name the Village as an "additional insured" on the liability portion of the insurance policy.

**5. INDEMNIFICATION:** The Contractor shall at all times indemnify, defend and hold harmless the Village, its agents, servants, and employees, from and against any claim, demand or cause of action of whatsoever kind or nature, arising out of error, omission, negligent act, conduct, or misconduct of the Contractor, its agents, servants, or employees in the performance of services under this Agreement. Nothing contained in this provision shall be construed or interpreted as consent by the Village to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, *Florida Statutes*.

The Village shall at all times indemnify, defend and hold harmless the Contractor, its agents, servants, and employees, from and against any claim, demand or cause of action of whatsoever kind or nature, arising out of error, omission, negligent act, conduct, or misconduct of the Village, its agents (including other contractors the Village has entered into Agreements with), servants, vendors, or employees in the performance of services under this Agreement. Nothing contained in this provision shall be construed or interpreted as consent by the Village to be sued,

nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, *Florida Statutes*.

6. **PUBLIC ENTITIES CRIMES ACT:** As provided in Sections 287.132-133, *Florida Statutes*, by entering into this Agreement or performing any work in furtherance hereof, the Contractor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within thirty-six (36) months immediately preceding the date hereof. This notice is required by Section 287.133(3) (a), *Florida Statutes*.

7. **DISCRIMINATORY VENDOR'S:** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity. By entering into this agreement or performing any work in furtherance hereof, the Contractor certifies that it, its affiliates, suppliers, subcontractors, and consultants who will perform hereunder, have not been placed on the discriminatory vendor lists maintained by the State of Florida Department of Management Services list.

8. **INDEPENDENT CONTRACTOR:** It is specifically understood that the Contractor is an independent contractor and not an employee of the Village. Both the Village and the Contractor agree that this Agreement is not a contract for employment and that no relationship of employee–employer or principal–agent is or shall be created hereby, nor shall hereafter exist by reason of the performance of the services herein provided.

9. **INSPECTOR GENERAL:** Pursuant to Sections 2-421—2-432 of the Palm Beach County Code of Ordinances, the Office of the Inspector General has jurisdiction to investigate municipal matters, review and audit municipal contracts and other transactions, and make reports and recommendations to municipal governing bodies based on such audits, reviews, or investigations. All parties doing business with the Village shall fully cooperate with the inspector general in the exercise of the inspector general's functions, authority, and power. The inspector general has the power to take sworn statements, require the production of records, and

to audit, monitor, investigate and inspect the activities of the Village, as well as contractors and lobbyists of the Village in order to detect, deter, prevent, and eradicate fraud, waste, mismanagement, misconduct, and abuses.

**10. E-VERIFY ELIGIBILITY:** The Contractor warrants and represents that it is in compliance with Section 448.095, *Florida Statutes*, as may be amended. No later than January 1, 2021, the Contractor shall: (1) register with and use the E-Verify System (E-Verify.gov) to electronically verify the employment eligibility of all newly hired workers; and (2) verify that all of the Contractor's subconsultants performing the duties and obligations of this Agreement, and who have at least twenty-five (25) employees, are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers. The Contractor shall obtain from each of its subconsultants an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an Unauthorized alien, as that term is defined in Section 448.095(1)(f), *Florida Statutes*, as may be amended. The Contractor shall maintain a copy of any such affidavit from a subconsultant for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Agreement which requires a longer retention period. The Village shall terminate this Agreement if it has a good faith belief that the Contractor has knowingly violated Section 448.09(1), *Florida Statutes*, as may be amended. If the Contractor has a good faith belief that the Contractor's subconsultant has knowingly violated Section 448.09(1), *Florida Statutes*, as may be amended, the Village shall notify the Contractor to terminate its contract with the subconsultant and the Contractor shall immediately terminate its contract with the subconsultant. In the event of such contract termination, the Contractor shall be liable for any additional costs incurred by the Village as a result of the termination.

**11. SCRUTINIZED COMPANIES:** For Contracts under \$1M, the Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, *Florida Statutes*, and that it is not engaged in a boycott of Israel. The Village may terminate this Agreement at the Village's option if the Contractor is found to have submitted a false certification as provided under Section 287.135(5), *Florida Statutes*, if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, *Florida Statutes*, or if Contractor is engaged in a boycott of Israel. For Contracts over \$1M, the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan

List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, *Florida Statutes*. The Contractor further certifies that it is not engaged in a boycott of Israel, and that it does not have business operations in Cuba or Syria, as similarly provided in Section 287.135, *Florida Statutes*. The Village may terminate this Agreement at the Village's option if the Contractor is found to have submitted a false certification as provided under Section 287.135(5), *Florida Statutes* or if the Contractor has been placed on one of the aforementioned lists created pursuant to Section 215.4725, *Florida Statutes*. Additionally, the Village may terminate this Agreement at the Village's option if the Contractor is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, *Florida Statutes*.

**12. ATTORNEY'S FEES:** In the event a dispute arises concerning this Agreement, the prevailing party shall be awarded attorney's fees, including fees on appeal.

**13. FORCE MAJEURE:** The Contractor shall not be considered in default by reason of any failure in performance under this Agreement if such failure arises out of causes reasonably beyond the control of the Contractor or its subcontractors and without their fault or negligence. Such causes include, but are not limited to: acts of God; acts of war; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions.

**14. CHOICE OF LAW; VENUE:** This Agreement shall be governed and construed in accordance with the laws of the State of Florida, and venue shall be in Palm Beach County should any dispute arise with regard to this Agreement.

**15. AMENDMENTS AND ASSIGNMENTS:** This Agreement, all Exhibits attached hereto, and required insurance certificates constitute the entire Agreement between both Parties; no modifications shall be made to this Agreement unless in writing, agreed to by both Parties, and attached hereto as an addendum to this Agreement. The Contractor shall not transfer or assign the provision of services called for in this Agreement without prior written consent of the Village.

**16. PUBLIC RECORDS:** In accordance with Section 119.0701, *Florida Statutes*, the Contractor must keep and maintain this Agreement and any other records associated therewith and that are associated with the performance of the work described in Scope of Services. Upon request from the Village's custodian of public records, the Contractor must provide the Village with copies of requested records, or allow such records to be inspected or copied, within a

reasonable time in accordance with access and cost requirements of Chapter 119, *Florida Statutes*. A Contractor who fails to provide the public records to the Village, or fails to make them available for inspection or copying, within a reasonable time may be subject to attorney's fees and costs pursuant to Section 119.0701, *Florida Statutes*, and other penalties under Section 119.10, *Florida Statutes*. Further, the Contractor shall ensure that any exempt or confidential records associated with this Agreement or associated with the provision of services contemplated herein are not disclosed except as authorized by law for the duration of the Agreement term, and following completion of the Agreement if the Contractor does not transfer the records to the Village. Finally, upon completion of the Agreement, the Contractor shall transfer, at no cost to the Village, all public records in possession of the Contractor, or keep and maintain public records required by the Village. If the Contractor transfers all public records to the Village upon completion of the Agreement, 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 Agreement, the Contractor shall meet all applicable requirements for retaining public records. Records that are stored electronically must be provided to the Village, upon request from the Village's custodian of public records, in a format that is compatible with the Village's information technology systems.

**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 VILLAGE CLERK, RECORDS CUSTODIAN FOR THE VILLAGE, AT (561) 790-5100, OR AT [DDiSanto@royalpalmbeachfl.gov](mailto:DDiSanto@royalpalmbeachfl.gov), OR AT 1050 ROYAL PALM BEACH BOULEVARD, ROYAL PALM BEACH, FLORIDA 33411.**

17. **HEADINGS:** The headings contained in this Agreement are provided for convenience only and shall not be considered in construing, interpreting or enforcing this Agreement.

18. **SEVERABILITY:** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability or any other provision of this



Agreement and this Agreement shall be construed and enforced in all respects as if the invalid or unenforceable provision is not contained herein.

**19. WAIVER:** No waiver by the Village of any provision of this Agreement shall be deemed to be a waiver of any other provisions hereof or of any subsequent breach by the Contractor of the same, or any other provision or the enforcement hereof. The Village's consent to or approval of any act requiring the Village's consent or approval of any act by the Contractor shall not be deemed to render unnecessary the obtaining of the Village's consent to or approval of any subsequent consent or approval of, whether or not similar to the act so consented or approved.

**20. AUTHORITY TO OBLIGATE:** Each person signing this agreement on behalf of either Party individually warrants that he or she has the full legal power to execute this agreement on behalf of the Party for whom he or she is signing and bind and obligate such party with respect to all provisions contained in this agreement.

**21. ENTIRE AGREEMENT:** This nine (9) page Agreement constitutes the entire agreement between the parties; no modification shall be made to this Agreement unless such modification is in writing, agreed to by both parties and attached hereto as an addendum to this Agreement.

**{Remainder of Page Intentionally Blank}**

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the date and year first above written.

WITNESSES:

**THE NINE SOCIETY, LLC**

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\_\_\_\_\_  
By: Benjamin D. Adelberg, Managing Member

(Corporate Seal)

**VILLAGE OF ROYAL PALM BEACH**

ATTEST:

\_\_\_\_\_  
By: Raymond C. Liggins, Village Manager

\_\_\_\_\_  
Diane DiSanto, MMC  
Village Clerk