

RESOLUTION No. 18-209

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING A SPONSORSHIP BY THE CITY FOR THE “RITMO DORAL” SPECIAL EVENT AT DOWNTOWN DORAL PARK ON MARCH 23, 2019 IN AN AMOUNT NOT TO EXCEED \$40,000.00; AUTHORIZING THE CITY MANAGER TO EXECUTE A SPONSORSHIP AGREEMENT BETWEEN THE RHYTHM FOUNDATION AND THE CITY; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Doral desires to further the goals of its cultural, economic development and diplomatic initiatives by serving as a catalyst for top-notch cultural presentations and related economic development activities throughout the municipality; and

WHEREAS, The City of Doral desires to collaborate with The Rhythm Foundation, a renowned non-profit presenter of world music and cultural events in South Florida, to create, produce, promote and hold the second annual “Ritmo Doral,” a free community cultural event, economic development catalyst, regional tourism showcase and diplomatic summit in Downtown Doral Park featuring the concert event set forth in Exhibit “A” attached hereto and incorporated herein by reference; and

WHEREAS, The Rhythm Foundation is willing to produce, promote and hold the “Ritmo Doral” event in Downtown Doral Park and to work in conjunction with the CITY to facilitate ancillary economic development, diplomatic and educational activities in CITY or nearby facilities; and

WHEREAS, the CITY is willing to support RF for producing and implementing the scheduled event by compensating ~~reimbursing~~ RF in an amount not to exceed \$40,000.00 (Forty Thousand Dollars) as a total budget to implement production, programming, promotions, and for securing the services of the headline artists, set forth in Exhibit “A”, whose expenses and artist fees shall be paid from said budget.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL
OF THE CITY OF DORAL, FLORIDA, AS FOLLOWS:**

Section 1. Recitals. The above recitals are confirmed, adopted, and incorporated herein and made a part here of by this reference.

Section 2. Approval. A relationship with The Rhythm Foundation, as specified herein, and as further explained in the attached memorandum found in Exhibit "A", to create, produce, promote and hold "Ritmo Doral," a free community cultural event, economic development catalyst, regional tourism showcase and diplomatic summit in Downtown Doral Park, is hereby approved, subject to the formalizing of the relationship by the City Manager.

Section 3. Authorization. The City Manager is hereby authorized to enter into an agreement and other contractual documents, subject to approval as to form and legal sufficiency by the City Attorney, as may be necessary to formalize the City's relationship with The Rhythm Foundation, on the conditions specified herein and may be deemed necessary to protect and further the interests of the City.

Section 4. Implementation. The City Manager and City Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution.

Section 5. Effective Date. This Resolution shall take effect immediately upon adoption.

The foregoing Resolution was offered by Councilmember Cabrera who moved its adoption. The motion was seconded by Vice Mayor Mariaca and upon being put to a vote, the vote was as follows:

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Claudia Mariaca	Yes
Councilwoman Digna Cabral	Yes
Councilman Pete Cabrera	Yes
Councilwoman Christi Fraga	Yes

PASSED AND ADOPTED this 19 day of December, 2018.




JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:



CONNIE DIAZ, CMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:



LUIS FIGUEREDO, ESQ.
CITY ATTORNEY

EXHIBIT “A”

**CULTURAL EVENT AGREEMENT
BETWEEN
CITY OF DORAL
AND
THE RHYTHM FOUNDATION**

THIS AGREEMENT is made and entered into this ____ day of _____, 2018, by and between the City of Doral, Florida (“City”) and The Rhythm Foundation (“RF” or “Provider”), a non-profit organization authorized to do business in the State of Florida.

Recitals

WHEREAS, the CITY desires to further the goals of its cultural, economic development and diplomatic initiatives by serving as a catalyst for top-notch cultural presentations and related economic development activities throughout the municipality; and

WHEREAS, RF is a renowned presenter of world music and cultural events in South Florida, with a 31-year history of presenting hundreds of acclaimed international artists throughout the region; and

WHEREAS, the CITY and RF desire to create, produce, promote and hold “Ritmo Doral,” a free community cultural event, economic development catalyst, regional tourism showcase and diplomatic summit in Downtown Doral Park featuring the concert event set forth in Exhibit “A” attached hereto and incorporated herein by reference; and

WHEREAS, RF is willing to produce, promote and hold the “Ritmo Doral” event in Downtown Doral Park and to work in conjunction with the CITY to facilitate ancillary economic development, diplomatic and educational activities in CITY or nearby facilities; and

WHEREAS, the CITY is willing to support RF for producing and implementing the scheduled event by compensating RF in an amount not to exceed \$40,000.00 (Forty Thousand Dollars) as a total budget to implement programming, production and a promotional campaign, and for securing the services of the headline artists, set forth in Exhibit “A”, whose expenses and artist fees shall be paid from said budget; and

NOW, THEREFORE, in consideration of the mutual promises and covenants made herein the CITY and RF agree as follows:

1. The term of this Agreement will commence on _____, 2018 and end on September 30, 2019. It is hereby understood that “Ritmo Doral” shall be held rain or shine unless the event is canceled by the CITY as a result of extreme weather conditions or for other public safety reasons.
2. RF shall create, produce, promote and hold “Ritmo Doral” (the “Concert”), a free all-ages community cultural event, economic development catalyst, regional tourism showcase and diplomatic summit, featuring the live music concert set forth in Exhibit “A” attached hereto and incorporated herein by reference, at Downtown Doral Park. RF shall guarantee that a minimum of one (1) Concert shall be held during the term of this Agreement and if the performances set forth in Exhibit “A” need to be changed, then RF shall give the CITY a 30-day advance notice of the change in performances and such changes must be agreed to by the CITY. The parties hereby agree that at all times the Event shall be known and promoted as “Ritmo Doral.” RF is responsible for the conduct and operation of the Concert and will provide the appropriate staff to conduct the Concert.
3. RF shall be solely responsible for retaining the performers/headliners/acts for the cultural showcase performances set forth in Exhibit “A” and shall be the primary contact for the artist(s) and shall coordinate press relations, local hotel, transportation and production needs of the artist(s). RF shall be solely responsible and liable for any and all compensation that may be due to the performers/headliners/acts retained for the concert event and the CITY shall have no such responsibility, obligation or liability.
4. RF shall create and submit a press release for CITY approval and shall send approved press release to all appropriate media in Florida, as well as serve as point of contact for interviews and press relations.
5. RF will work with CITY to create artwork for the entire media campaign and execute a media plan for mainstream and special interest print, web and radio outlets. RF shall establish a budget and execute media buys.
6. RF shall promote the Concert to the community at large through its own email blasts and social media campaigns, and shall activate its network of cultural partners and sponsors.
7. RF will work with CITY to build relationships between the City of Doral and peers in the respective cities and countries connected with the “Ritmo Doral” event performers, sponsors and participants, facilitating cultural, diplomatic, educational and economic development exchanges between the regions.
8. If deemed appropriate by the CITY, the CITY may host a pre-concert reception at the City’s expense at the Doral Government Center for local and international officials, media, business and community leaders to promote tourism, build mutually beneficial relationships and develop trade and economic development opportunities between those respective countries or cities and the City of Doral.

9. RF will work to secure in-kind and cash sponsorships and partnerships for this event, and any funds obtained through said sponsorships shall be received and administered by RF. CITY shall not be a party to any sponsorships and partnerships secured by RF for the Concert and RF shall not represent to any potential sponsors or partners that RF is an employee, official, agent or authorized representative of the CITY or that CITY is in any way affiliated with RF soliciting such sponsorships or partnerships. CITY shall not be a party to any sponsorship or partnership arrangement or agreement that RF may enter into with said sponsors or partners. Further, CITY shall not be responsible or liable to any sponsors or partners secured by RF for the Concert
10. RF shall administer the presence of any arts and crafts, as well as food and alcohol vendors at the Concert. RF shall secure a licensed concessions operator to handle all sales of alcohol. All proceeds from selling vending space shall be retained by RF. CITY shall not be a party to any independent contracts RF shall enter into with any arts and crafts vendors, food and alcohol vendors nor shall CITY be liable to such third parties. RF shall not represent that it is an agent, official, authorized representative or employee of CITY.
11. The term "Concert" as used herein shall include those cultural showcase performances designated in Exhibit "A" and any other performances substituted for those performances set forth in Exhibit "A". Further, CITY shall not be a party to any independent contracts RF may enter into with other organizations, contractors, or participants in the Concert and/or supporting activities nor shall CITY be liable to such third parties. RF shall not represent that it is an agent, official, authorized representative or employee of the CITY.
12. RF shall provide a certificate of insurance satisfactory to the city manager or designee, such insurance to be comprehensive general liability insurance in a minimum amount of \$1,000,000.00 combined single-limit coverage, naming the city as an additional insured. If alcoholic beverages are to be dispensed, served, sold or distributed at the outdoor event, the applicant shall in addition provide liquor liability insurance in a minimum amount of \$500,000.00.
13. RF shall obtain all applicable federal, state and local approvals, permits and licenses relating to any and all activities of the Concert.
14. RF agrees to indemnify and hold harmless CITY, their Officers, Agents, and Employees against any loss, damage or expense (including all costs and reasonable attorneys' fees) suffered by CITY from (a) any breach from RF of this Agreement, (b) any inaccuracy in or breach of any of the representations, warranties of covenants made by RF herein, (c) any claims, suits, actions, damages or causes of action arising during the term of this Agreement for any personal injury, loss of life or damage to property sustained by reason or as a result of the use of the property by RF, its agents, employees, invitees, and all other persons, and (d) any claims, suits, actions, damages or causes of action of any kind whatsoever arising during the terms of this Agreement for any personal injury, loss of life or property damage sustained by reason of this agreement, its execution and/or its performance by RF or

the participants in the Concert. Such obligation to indemnify and hold harmless shall continue notwithstanding any negligence or comparative negligence on the part of the CITY relating to such loss or damage and shall include all costs, expenses and liabilities incurred by the CITY in connection with any such claim, suit, action or cause of action, including the investigation thereof and the defense of any action or proceeding brought thereon and any order, judgment or decree which may be entered in any such action or proceeding or as a result thereof. Nothing in this Agreement shall be construed to affect in any way the CITY'S rights, privileges, and immunities under the doctrine of "sovereign immunity" and as set forth in Florida Statutes, Section 768.28.

15. RF will provide sponsor recognition at key locations onsite. Further, RF will place CITY logos predominately on all promotional materials and the host site will appear in all advertising and promotional materials. CITY reserves the right to review all promotional materials prior to distribution.

16. CITY is responsible for the following:

- a) CITY shall compensate RF in an amount not to exceed Forty Thousand Dollars and No Cents (\$40,000.00) for the costs to implement programming, production and creation of a promotional campaign and for securing the services of the headline artists for the cultural showcase performances of the Concert, as more specifically set forth in Exhibit "A." CITY's payment shall be divided into two installments made on the following dates: \$30,000.00 upon execution of the agreement, and the second \$10,000.00 payment due immediately following the concert event no more than 10 business days after submittal of the final payment documentation packet. CITY's final payment shall be contingent upon CITY receiving copies of all contracts, invoices and other documentation substantiating RF's expenditures directly related to the Event. Such documentation shall be submitted to CITY within thirty (30) days after the respective performances at the Event. CITY shall pay RF within ten (10) business days from receipt of the required submissions of invoices.

Early Termination by City. If the City cancels the Event more than ninety (90) days from the Event Date, Rhythm Foundation shall return the full amount of any deposits and/or pre-payments made by the City (except for reasonably incurred costs).

Late Termination by City. If the City cancels the Event less than ninety (90) days from the Event Date, for reasons such as, without limitation, for inclement weather or other events of force majeure, the full amount under this Agreement shall remain due and payable by the City to Provider.

Termination by Rhythm Foundation. If the Rhythm Foundation terminates this agreement for any reason (unless it is for a material breach by City that is not cured within fifteen days of the City receiving notice from Provider), the Rhythm Foundation shall return the full amount of any deposits and pre-

payments made by the City and shall forfeit any payments due and payable by the City to the Rhythm Foundation, within [10] Business Days' of the termination.

Performer Cancellations. If a contract between RF and the respective performers/headliners of each cultural showcase performance in the Concert is cancelled for any reason ninety days or less before the Concert, then RF shall remit the performance fee to the CITY within five (5) days of such cancellation, or hire another appropriate act approved by CITY administration. The City reserves the right in its absolute discretion whether to approve replacement acts. Notwithstanding CITY's fee payment to RF, CITY shall not be liable to any of the performers/headliners, their agents or company for their performance fees. RF shall not represent to the performers/headliners or their agents that CITY is a party to any arrangement or contract between RF and the respective performers/headliners of each cultural showcase performance in the Concert nor shall RF represent that it is an agent, official, authorized representative or employee of CITY.

- b) CITY shall actively promote the Concert through all appropriate ads, e-blasts, newsletters, social media and websites, and will distribute promotional materials through its facilities, hospitality and tourism networks, cultural and business community partners and civic organizations.
- c) CITY shall support the Concert by waiving all applicable CITY fees to the extent possible, including CITY staff and police costs applicable to the event, and using all of the CITY's promotional means to advertise and promote the Concert. County permit fees will not be waived. City staff may provide in-kind support in production logistics, event set-up and on-site maintenance during the event.
- d) CITY shall arrange other activities it deems necessary in conjunction with RF and shall be solely liable for the cost and conduct of such activities.

17. RF is responsible for the following;

- a) RF shall be responsible for any and all compensation that may be due to any and all performers, vendors, or participants in the Concert, and CITY shall have no responsibility, obligation or liability.
- b) RF shall be responsible for arranging all vendor concessions inside Downtown Doral Park, according to City and Downtown Doral Park rules and conditions. CITY shall have no responsibility, obligation or liability relating to vendor concessions.
- c) RF shall be responsible for handling all media vendors and organizations and will be solely responsible for handling all issues relating to the media vendors.
- d) RF shall require all participants, competitors, organizations, media vendors and concessionaires involved in the cultural performances of the Concert to

execute an Indemnification and Hold Harmless Agreement for the benefit of the CITY and shall submit same to the CITY prior to the Event.

18. Events of Default, Termination of Agreement and Remedies.

- a) The following shall constitute events of default:
 - 1) Any material misrepresentation, written or oral, made by RF and/or its representatives to the CITY.
 - 2) Failure by RF to timely perform and/or observe any and all of the terms and conditions of this Agreement.
 - 3) Insolvency or bankruptcy on the part of RF.
- b) The occurrence of any event of default to the CITY may, at the sole option of the CITY, work as an immediate and automatic forfeiture of any rights conferred under this Agreement.
- c) In the event that RF defaults, the CITY shall have all legal remedies available to it, including but not limiting to termination of this Agreement upon ten (10) days written notice to RF.

19. RF shall not assign its rights under this Agreement.

20. This Agreement shall constitute the entire agreement between the parties, and no warranties, inducements, considerations, promises or other references shall be implied or impressed upon this Agreement that are not expressly addressed herein.

21. This Agreement shall be governed as to performance and interpreted in accordance with the laws of the State of Florida. Any claim, objection or dispute arising out of the terms of this Agreement shall be litigated in Miami Dade County, Florida.

22. It is expressly understood and agreed that this Agreement is for the duration of the Concert only and that RF has no right or privilege other than that expressly provided herein.

23. RF agrees that nothing herein contained is intended or should be construed as in any way creating or establishing the relationship of partners or joint ventures between the CITY and RF, or as constituting RF or any officer, owner, employee or agent of RF as an agent, representative or employee of the CITY for any purpose or in manner whatsoever, and that it shall not represent to any third parties that such is the case.

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

Attest:

CITY OF DORAL

Connie Diaz, City Clerk

By: _____
Edward Rojas, City Manager

Date: _____

Approved As To Form and Legal Sufficiency for the Use
And Reliance of the City of Doral Only:

Luis Figueredo, ESQ
City Attorney

THE RHYTHM FOUNDATION

By: _____
Name: _____
Title: _____
Date: _____