

## **EXHIBIT "A"**

### **RITMO DORAL 2023**

**Ritmo Doral** is a free, family-friendly cultural and economic development event celebrating the rich diversity and international scope of the Doral community through live music, culture, food, and entertainment. This event is intended to engage Doral residents and attract visitors while promoting Doral as a culturally artistic, diverse and creative place to live, work, learn, play and invest. Ritmo Doral seeks to further the goals of the City of Doral's cultural, economic development and diplomatic initiatives by serving as a catalyst for business development, educational and promotional activities.

**MARCH 18, 2023**  
**SATURDAY**

**RITMO DORAL @ Doral Yard Stage, 6-10 p.m.**

Ritmo Doral event will provide a platform for cultural presentations, promotion of Downtown Doral's business district, branding of the city as an international cultural and business destination. It will serve as a regional tourism showcase of the City of Doral.

The proposed performers are Colombian roots ensemble Barrio Abajo, which would represent the lively culture of Doral Sister Cities Barranquilla and Armenia, Colombia, and traditional Cuban music act Cortadito with an acclaimed special guest soloist, supported by cultural performances from locally based international artists. Final performers may vary. The Doral Yard will sponsor the event stage.

Planned event highlights and opportunities include:

- A HEADLINING APPEARANCE BY A LOCALLY BASED INTERNATIONAL ARTIST PRECEDED BY SUPPORTING ACTS FROM THE LOCAL COMMUNITY
- MARKETING CAMPAIGN AND PR IN SOUTH FLORIDA
- BRANDING AND ACTIVATION OPPORTUNITIES ONLINE
- BUSINESS DEVELOPMENT ACTIVITIES FOR DOWNTOWN DORAL BUSINESSES

RITMO DORAL is produced by The City of Doral and The Rhythm Foundation, an award-winning South Florida cultural organization with 34 years' experience in presenting concerts and festivals with major international artists. The Rhythm Foundation has also been a pioneer in combining live and virtual performances during the COVID-19 era.

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

THIS AGREEMENT is made and entered into this 1 day of Nov, 2022, 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 34-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 live cultural event and virtual presentation, economic development catalyst, and regional tourism showcase 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” live concert and virtual event 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 \$15,000.00 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 Nov 1, 2022 and end on September 30, 2023. 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 virtual cultural event, economic development catalyst, and regional branding showcase, featuring the live music concert set forth in Exhibit "A" attached hereto and incorporated herein by reference. 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. CITY shall retain the right to approve sponsors or partners secured by RF for the concert.
10. 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.
11. 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.
12. RF shall obtain all applicable federal, state and local approvals, permits and licenses relating to any and all activities of the Concert.
13. 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.

14. RF will provide sponsor recognition at key locations onsite and online. 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.

15. CITY is responsible for the following:

- a) CITY shall compensate RF in an amount not to exceed Fifteen Thousand Dollars and No Cents (\$15,000.00) 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: \$7,500.00 upon execution of the agreement, and the second \$7,500.00 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.

16. 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 handling all media vendors and organizations and will be solely responsible for handling all issues relating to the media vendors.
- c) 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.

17. 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.

- 18. RF shall not assign its rights under this Agreement.
- 19. 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.
- 20. 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.
- 21. 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.
- 22. RF agrees that nothing herein contained is intended or should be construed as in any way creating or establishing the relationship of partners of 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*

\_\_\_\_\_  
Connie Diaz, City Clerk

By: *Hernan M. Organvidez*

\_\_\_\_\_  
Hernan M. Organvidez, City Manager

Date: *11/4/2022*

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

*Luis Figueredo*

\_\_\_\_\_  
Luis Figueredo, ESQ  
City Attorney

THE RHYTHM FOUNDATION

By: *[Signature]*  
Name: *James Quinlan*  
Title: *Director*  
Date: *11/1/22*

**RESOLUTION No. 22-203**

**A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING AN AGREEMENT WITH THE RHYTHM FOUNDATION TO PRODUCE A HYBRID LIVE AND VIRTUAL EDITION OF THE RITMO DORAL CULTURAL EVENT DURING MARCH 2023, IN AN AMOUNT NOT TO EXCEED \$15,000.00; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT AND EXPEND BUDGETED FUNDS FROM ACCOUNT No. 001.40005.500482 ON BEHALF OF THE CITY; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the City of Doral seeks to engage The Rhythm Foundation to produce the seventh annual edition of Ritmo Doral, a budgeted world music concert and livestreamed virtual event that serves as a strategic platform to attract consumers to Downtown Doral businesses, promote the City as a desirable regional and international destination, and strengthen ties with partners, for an amount not to exceed \$15,000 to be expended from Account # 001.40005.500482; and

**WHEREAS**, the Ritmo Doral 2023 edition is scheduled for March 18, 2023 on The Doral Yard Stage in Downtown Doral and will feature live performances in compliance with all federal, state and local restrictions at the time of the event, to be livestreamed to an international audience online as a virtual branding event for the City of Doral and its partners; and

**WHEREAS**, The Rhythm Foundation is willing to produce, promote and hold the Ritmo Doral 2023 event and to work in conjunction with the City to facilitate ancillary economic development activities as deemed appropriate at the time of the event; and

**WHEREAS**, the City is willing to support The Rhythm Foundation for producing and implementing the scheduled Ritmo Doral 2023 event by compensating The Rhythm Foundation in an amount not to exceed \$15,000.00 to implement production,

programming, promotions, and for securing the services of the headline artists, as set forth in Exhibit "A," whose expenses and artist fees shall be paid from said budget; and

**WHEREAS,** The Rhythm Foundation was funded by the Mayor and the City Council during the FY2023 Budget process in September 2022 and approved for funding in the Adopted Budget for the purpose of producing the Ritmo Doral 2023 event through a \$15,000.00 line item in the Planning and Zoning Department's Promotional Activities Account, #001.40005.500482.

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

**Section 1. Recitals.** The above recitals are confirmed, adopted, and incorporated herein and made as part hereof by this reference.

**Section 2. Approval.** The City Manager is authorized to enter the City into an agreement, for the term of the contract to engage The Rhythm Foundation to produce Ritmo Doral 2023 as a hybrid live and virtual event for an amount not to exceed \$15,000.00 per the contract's terms of service.

**Section 3. Authorization.** The City Council of the City of Doral, Florida hereby authorizes the City Manager to expend funds in an amount not to exceed \$15,000.00 from the Planning and Zoning Department's Promotional Activities Account, # 001.40005.500482.

**Section 4. Effective Date.** This Resolution shall become effective immediately upon its adoption.

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

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Digna Cabral	Yes
Councilman Pete Cabrera	Yes
Councilwoman Claudia Mariaca	Yes
Councilman Oscar Puig-Corve	Yes

PASSED AND ADOPTED this 26 day of October, 2022.

  
\_\_\_\_\_  
JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:

  
\_\_\_\_\_  
CONNIE DIAZ, MMC  
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