

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

THIS AGREEMENT is made and entered into this 9 day of January, 2017, by and between the City of Doral, Florida (“City”) and The Rhythm Foundation (“RF”), 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 29-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 reimbursing RF in an amount not to exceed \$30,000.00 (Thirty 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 January 9, 2017 and end on September 30, 2017. It is hereby understood that "Ritmo Doral" shall be held rain or shine unless the event is canceled by the CITY because 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 executing 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 Thirty Thousand Dollars and No Cents (\$30,000.00) 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 three installments made on the following dates: \$10,000.00 upon execution of the agreement, the second \$10,000.00 payment due on January 22, 2017, and the third shall be due immediately following the concert 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. Such documentation shall be submitted within thirty (30) days after the respective performance. CITY shall pay RF within ten business (10) days from receipt of the required submissions of invoices. However, if the contract between RF and the respective performers/headliners of each cultural showcase performance in the Concert is cancelled for any reason 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. 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)

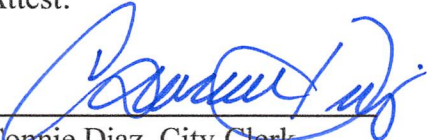
The following shall constitute events of default:

- 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.

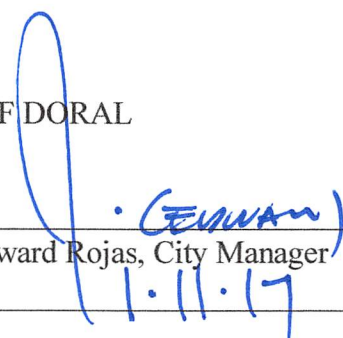
IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and the year first written above.

Attest:



Connie Diaz, City Clerk

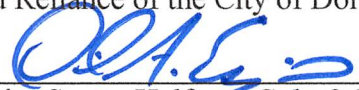
CITY OF DORAL

By: 

Edward Rojas, City Manager

Date: 1.11.17

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



Weiss Serota Helfman Cole & Bierman, PL
City Attorneys

THE RHYTHM FOUNDATION

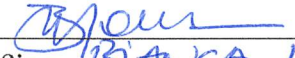
By: 
Name: BIANCA MOURA
Title: DIRECTOR
Date: 1/9/17

EXHIBIT "A"

RITMO DORAL

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 visitors while promoting Doral as a culturally artistic, diverse and creative place to live, work, learn and play. 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 top-notch cultural presentations and related economic development, educational and diplomatic activities throughout the municipality

**MARCH 25 (tent)
SATURDAY**

RITMO DORAL @ Downtown Doral Park, 6-10 p.m.

The inaugural Ritmo Doral event in Downtown Doral Park will prioritize artists that represent the City of Doral's Sister Cities relationships and provide a platform for cultural presentations, economic development activities, international relations and educational workshops. It will serve as a diplomatic summit and a regional tourism showcase of the City of Doral.

The headliner, representing Barranquilla, is slated to be Anibal Velasquez, a pioneer in Colombian popular music for more than 60 years. 'El Rey' of the accordion has an incredible 300+ albums of classic hits. Prior to his arrival in Doral, he will be awarded honoree at the massive Carnaval de Barranquilla in February 2017. Anibal Velazquez is traveling with his full band direct from Barranquilla for this very special event. Representing Aruba will be renowned pianist Johnny Scharbaay, steel pan virtuoso Nico Connor and folkloric duo Robert Maduro and Nelson Thiel, who will perform traditional Aruban music on the Caha di Orgel and Wiri.

Also planned for the week preceding the Concert are an educational presentation of Aruban folklore to students at Downtown Doral Park in conjunction with a Sister School in Aruba, a tech community summit between HUBB and Atech in Aruba, an international art exhibition, and a concert preview event in Downtown Doral Park.

Event highlights and opportunities include:

- A VERY PRESTIGIOUS FLORIDA APPEARANCE BY COLOMBIAN MUSIC LEGEND ANIBAL VELASQUEZ
- MAJOR MARKETING CAMPAIGN AND PR IN SOUTH FLORIDA
- BRANDING AND ACTIVATION OPPORTUNITIES AT FESTIVAL
- BUSINESS & DIPLOMATIC EVENTS COORDINATED WITH CITY
- FRIDAY NIGHT EVENT AT DOWNTOWN DORAL RESTAURANTS
- EDUCATIONAL WORKSHOP AT DOWNTOWN DORAL CHARTER SCHOOL

RITMO DORAL is produced by The City of Doral and The Rhythm Foundation, an award-winning South Florida cultural organization with 30 years experience in presenting concerts and festivals with major international artists.



RESOLUTION No. 16-232

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING AND AUTHORIZING THE CITY TO SPONSOR THE "CARNAVAL DORAL" SPECIAL EVENT AT DOWNTOWN DORAL PARK IN THE 2016-17 SEASON IN AN AMOUNT NOT TO EXCEED \$30,000.00; AUTHORIZING THE CITY MANAGER TO EXECUTE THE ATTACHED SPONSORSHIP AGREEMENT BETWEEN THE RHYTHM FOUNDATION AND THE CITY OF DORAL IN AN AMOUNT NOT TO EXCEED \$30,000.00, ON A REIMBURSEMENT BASIS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Doral (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, the City 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 "Carnaval 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 "Carnaval 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 reimbursing RF in an amount not to exceed \$30,000.00 (Thirty

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.

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", which is incorporated herein and made a part hereof by this reference, to create, produce, promote and hold "Carnaval Doral," a free community cultural event, economic development catalyst, regional tourism showcase and diplomatic summit in Downtown Doral Park, is hereby approved, subject to formalizing 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 HUBB, 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 Rodriguez who moved its adoption. The motion was seconded by Vice Mayor Cabrera and upon being put to a vote, the vote was as follows:

Mayor Luigi Boria	No
Vice Mayor Pete Cabrera	Yes
Councilwoman Christi Fraga	Yes
Councilwoman Ana Maria Rodriguez	Yes
Councilwoman Sandra Ruiz	Not Present at Time of Vote

PASSED AND ADOPTED this 2 day of November, 2016.



LUIGI BORIA, MAYOR

ATTEST:



CONNIE DIAZ, CMC
CITY CLERK

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



WEISS, SEROTA, HELFMAN, COLE & BIERMANN, P.L.
CITY ATTORNEY

EXHIBIT "A"

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CARNAVAL DORAL

Carnaval 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, food, and entertainment. This event is intended to engage Doral residents and visitors while promoting Doral as a culturally artistic, diverse and creative place to live, work, learn and play. Carnaval Doral seeks to further the goals of the City of Doral’s cultural, economic development and diplomatic initiatives by serving as a catalyst for top-notch cultural presentations and related economic development, educational and diplomatic activities throughout the municipality

**MARCH 25 (tent)
SATURDAY**

CARNAVAL DORAL

The inaugural Carnaval Doral event will prioritize artists that represent the City of Doral’s existing Sister Cities relationships and provide a platform for cultural presentations, economic development activities, international relations and educational workshops. It will serve as a diplomatic summit and a regional tourism showcase of the City of Doral.