

RESOLUTION No. 23-90

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH TRUMP NATIONAL DORAL TO HOST THE CITY'S FOURTH OF JULY FIREWORKS DISPLAY ON JULY 4, 2023 DUE TO DORAL CENTRAL PARK BEING CLOSED, IN AN AMOUNT NOT TO EXCEED \$10.00; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Doral (the "City") traditionally hosts an annual Independence Day Celebration at Doral Central Park for the community to gather, which consists of a celebration including a large fireworks display; and

WHEREAS, Doral Central Park is currently closed for construction and unavailable; and

WHEREAS, because of the magnitude of show that the City hosts, including the firework shell size involved, a large fall out zone radius is required, which limits alternative locations that can accommodate the City's needs for said event; and

WHEREAS, the golf course at Trump National Doral resort allows the City the adequate space needed to meet the safety requirements to deliver the same size and high quality fireworks show that is typically held at Doral Central Park and also allows Doral residents to attend the fireworks show; and

WHEREAS, the City will also livestream the fireworks for the residents to enjoy from the comfort of their homes; and

WHEREAS, the City Manager's Office respectfully requests approval from the Mayor and City Councilmembers to authorize the City Manager to enter into an agreement with Trump National Doral (i.e., Trump Endeavor 12 LLC) as the event location to host the City's Independence Day Fireworks Show this year on July 4, 2023, in an amount

not to exceed \$10.

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 a part hereof by this reference.

Section 2. Approval & Authorization. The City Council hereby approves, and the City Manager is hereby authorized to execute, the agreement between the City and Trump Endeavor 12 LLC, in substantially the form attached hereto as Exhibit "A" for the use of Trump National Doral as the event location to host the City's Independence Day Fireworks Show this year on July 4, 2023 in an amount not to exceed \$10. The agreement is subject to approval by the City Attorney as to form and legal sufficiency and on such other terms and conditions as may be appropriate to protect and further the interest of the City. This Authorization does not create or confer any rights to Trump National Doral or Trump Endeavor 12 LLC.

Section 3. Implementation. The City Manager and the City Attorney are hereby authorized to take such action as may be necessary to implement the provisions of this Resolution.

Section 4. Effective Date. This resolution shall take effect immediately upon adoption.

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

Mayor Christi Fraga	Yes
Vice Mayor Rafael Pineyro	Yes
Councilwoman Digna Cabral	Yes
Councilwoman Maureen Porras	Yes
Councilman Oscar Puig-Corve	Yes

PASSED AND ADOPTED this 14 day of June, 2023.



CHRISTI FRAGA, 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:



VALERIE VICENTE, ESQ. for
NABORS, GIBLIN & NICKERSON, P.A.
CITY ATTORNEY

EXHIBIT “A”

LICENSE AGREEMENT

This License Agreement ("Agreement" or "License"), made this ____ day of 2023, by and between Trump Endeavor 12 LLC ("Licensor") and the City of Doral, a municipal corporation of the State of Florida ("Licensee") and.

WTINESSETH:

Licensor is the owner of the resort commonly known as Trump National Doral Resort located 4400 NW 87th Ave Doral, Florida 33178 (the "Property" or "License Area").

Licensee desires to use the Property to stage and conduct a fireworks exhibition on July 4, 2023.

NOW, THEREFORE, in consideration of the premises and mutual covenants set forth herein, and other good and valuable consideration, Licensor and Licensee mutually agree as follows:

- A. Definitions. The terms set forth in this Agreement shall have the following meaning:
- a. Licensee.
 - Name: City of Doral
 - Address: 8401 N.W. 53 Terrace, Doral, FL 33178
 - Telephone: (305) 593-6623
 - b. Licensee's Representative: City Manager is the duly authorized officer or representative as Licensee with the authority to execute this agreement on behalf of Licensee.
 - c. Licensor:
 - Name: Trump Endeavor 12 LLC
 - Address: 725 Fifth Avenue
New York, NY 10022
- B. Term: The Licensee and its contractor, Garden State Fireworks (hereinafter "Contractor"), shall be permitted to use the License Area commencing no later than 2:00 P.M. on July 3, 2023 and ending at 11 :59 P.M. July 4, 2023 (the "License Term"). The License Area is located at 4400 NW 87 Ave. Doral, FL 33178.
- C. Permitted Use: Licensee shall have the right to use the License Area solely for the purpose of staging and conducting a fireworks exhibition on July 4, 2023 ("Permitted Use" or "Exhibition"), as more particularly described below:
- a. The Exhibition will be fired in a computer fire format. The Exhibition is being designed to be choreographed and synchronized to a soundtrack approved by the City of Doral. The exhibition is estimated to last a minimum of 20 minutes in duration.
 - b. Additional logistical specifics regarding the Exhibition are attached and incorporated herein as **Exhibit "A"**.

D. Licensee's Responsibilities.

- a. The Licensee's Contractor will staff the Exhibition with one (1) Lead pyrotechnician with ten or more years of experience and at least six (6) experienced support pyrotechnicians. A second in command pyrotechnician with more than five years of experience shall comprise part of the crew.
- b. Licensee shall provide at its cost adequate security from July 4th morning through completion of the event and to ensure the perimeter is secured and maintained at a minimum of 450 feet for the displaying of the five-inch shells in the program. Licensee will also be responsible for ensuring the FAA and Miami International Airport provide approval for the exhibition. Evidence of such approval shall be provided to Licensor no later than July 3, 2023.
- c. Licensee, its employees, contractors, agents, and any party acting on behalf of Licensee, shall not store, use, treat, generate, or dispose of Hazardous Materials at the License Area or other property owned by Licensor. "Hazardous Material(s)" means any substance that, by itself or in combination with other materials, is either (i) generally regarded injurious to public health, safety, or the environment; or (ii) now or in the future regulated by any federal, state, or local governmental authority as potentially injurious to public health, safety, or the environment.
- d. Licensee, its employees, contractors, agents, and any party acting on behalf of Licensee shall comply, and shall keep the License Area in compliance, with all laws and regulations relating to Hazardous Materials ("Environmental Laws"). and shall promptly provide Licensor with copies of any document, correspondence, report or communication, written or oral, relating to Hazardous Materials at or affecting the License Area. Licensee shall also immediately notify Licensor in the event of a suspected or confirmed release of a Hazardous Material at or affecting the License Area or other property owned by Licensor caused by or related to the operations of Licensee, its employees, contractors, agents or any party acting on behalf of Licensee, and, at Licensor's sole option, either promptly remediate or correct such release or violation to Licensor's satisfaction or reimburse Licensor's cost of remediation (including reasonable attorneys' and consultants' fees) and compensate Licensor and/or third parties for all resultant damage.
- e. Licensee shall be solely responsible for and liable for all of the following, namely: (a) comply with all applicable state, federal and local laws, ordinances or regulations relating to its use and occupancy of the License Area; (b) locating and operating any equipment in the License Area; and (c) obtaining, at its sole expense, any necessary permits, approvals or licenses from the proper governmental authorities.
- f. Licensee, at its sole expense, shall: (a) preserve the License Area in a clean, orderly condition; (b) pay to Licensor the costs incurred by Licensor to repair and to replace any part or the entirety of the License Area which may become damaged, as determined by Licensor in its sole discretion, as the result of Licensee's use of the License Area; (c) surrender the License Area to Licensor at the expiration of the License Term free in the same condition and clear of any litter and debris.

- g. Licensee agrees that if it does not surrender the License Area to Licensor as required herein, Licensee shall reimburse Licensor for the actual expenses incurred by Licensor to restore the License Area.
- E. Licensee Fee. The consideration to be paid by Licensee for use of the License Area will be ten dollars (\$10.00).
- F. Protection of Property. Licensee shall at all times guard against damage or loss to the Property caused by the Permitted Use and shall be held responsible for replacing or repairing any such loss or damage. Licensee shall be responsible for the protection of property in the areas in the adjacent vicinity of the Property, and for the protection of its own equipment, supplies, materials and work, against any damage resulting from the elements (such as flooding, rainstorms, wind damage, or other acts of God) or vandalism.
- G. Acceptance of License Area. Licensee has inspected the License Area and accepts the same as existing and in the condition of that inspection. Licensee represents that Licensor has made no representations with respect to the License Area or its respective condition, and that the Licensee is not relying on any representations of Licensor or its agents with respect to the use or condition of the License Area. Licensee shall make no alterations or modifications, structural or non-structural, to the License Area.
- H. Insurance. Licensee's Contractor shall secure and maintain throughout the duration of this Agreement insurance of such type and in such amounts as required by **Exhibit "B"**. The insurance carrier shall be qualified to do business in the State of Florida and have agents upon whom service of process may be made in the State of Florida. All insurance coverage, except Workers' Compensation insurance shall name, to the fullest extent permitted by law for claims arising out of the performance of this License, Trump Endeavor 12 LLC, The Donald J. Trump Revocable Trust dated April 7, 2014, The Trump Organization, The Trump Organization LLC, any subsidiary, affiliated, associated, and/or allied company, corporation, firm or organization of or to The Trump Organization, and every present or former member, shareholder, officer, director, agent and employee of each of the foregoing, as well as insureds' respective interests in partnerships and/or joint ventures, and/or any owned (wholly or partially) or controlled company or companies in which any insured maintains an interest, as now or hereafter constituted or acquired, and any other party or interest that is required by contract or agreement. Licensor shall receive from Licensee's contractor on or before the Effective Date, Certificates of Insurance
- I. Indemnification. To the fullest extent permitted by the law, Licensee shall indemnify and hold harmless Trump Endeavor 12 LLC, The Donald J. Trump Revocable Trust dated April 7, 2014, The Trump Organization, The Trump Organization LLC, any subsidiary, affiliated, associated, and/or allied company, corporation, firm or organization of or to The Trump Organization, and every present or former member, shareholder, officer, director, agent and employee of each of the foregoing, as well as insureds' respective interests in partnerships and/or joint

ventures, and/or any owned (wholly or partially) or controlled company or companies in which any insured maintains an interest, as now or hereafter constituted or acquired, and any other party or interest that is required by contract or agreement ("indemnitees") from and against all claims, liabilities, damages, losses, and costs including, but not limited to, reasonable costs at the pre-trial, trial and appellate levels, arising out of, resulting from or incidental to the performance of the Permitted Use under this License Agreement or to the extent caused by negligence, recklessness, or intentional wrongful conduct of the participating party or other persons employed or utilized by the participating party in the performance of this License Agreement. Subject to the provisions set forth in Florida Statute Section 768.28, as amended and revised. The provisions of this Section shall specifically survive the termination of this Agreement. The provisions of this Section are intended to furnish the greatest amount of indemnification allowed under Florida law. To the extent any indemnification requirement contained in this Agreement is deemed to be in violation of any law, that provision shall be deemed modified so that both parties shall be required to furnish the greatest level of indemnification to the indemnitees as was intended by the parties hereto.

- J. Real-Time Surveillance. Licensor shall provide Licensee for the term of this Agreement, through the Doral Police Department with access to the live feeds from the video surveillance cameras to all areas generally accessible by the public on and near the Exhibition to enable greater situational awareness and for the Doral Police providing security for the Exhibition.
- K. No Assignment or Transfer. Licensee may neither assign this License Agreement, in whole nor in part, nor otherwise transfer the whole or any part of the License Area without the prior written consent of Licensor.
- L. Notices/Authorized Representatives. Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the Licensee: City Manager
City of Doral
8401 NW 53rd Terrace
Doral, Florida 33166

With a Copy To: City Attorney
City of Doral
8401 NW 53rd Terrace
Doral, Florida 33166

For the Licensor Trump Endeavor 12 LLC
4400 NW 87th Ave
Doral, Florida 33117

With a Copy to: Trump Endeavor 12 LLC
c/o The Trump Organization
785 Fifth Avenue
New York, NY 10022
Attn: General Counsel

- M. Complete Understanding. This agreement sets forth the final and complete understanding of the parties with respect to this subject matter. It is understood and agreed that there are no other representations with respect to this Agreement and this Agreement supersedes all prior discussions, agreements, and undertakings related to the subject matter hereof. It is further agreed that the rights, interests, understandings agreements, and obligations of the respective parties pertaining to the subject matter of this Agreement may not be amended, modified or supplemented in any way except by a subsequent written instrument evidencing the express written consent of each of the parties duly executed by the parties. Any terms inconsistent with or additional to the terms set forth in this Agreement which may be included with purchase order, acknowledgment, invoice or the like, of any party shall not be binding on any party hereto.
- N. Relationship. Nothing in this Agreement shall be construed to create an agency relationship between the parties.
- O. Waiver. The failure of any party hereto to insist in any instance upon the strict performance of any provision of this Agreement or to exercise any election contained herein shall not be construed as a waiver or relinquishment for the future of such provision or election. No waiver or modification by any party shall be deemed to have been made unless expressed in writing by such party.
- P. Survival. All representations, warranties, covenants, conditions and agreements contained herein which either are expressed as surviving the expiration or termination of this Agreement or, by their nature, are to be performed or observed, in whole or in part, after the termination or expiration of this Agreement, including (without limitation) the indemnification obligations and Hazardous Material provisions set forth herein, shall survive the termination or expiration of this Agreement.
- Q. Invalidity of Provision. If any term or provision of this License or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this License or the application of such term or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of this License shall be valid and be enforceable to the fullest extent permitted by law.
- R. Time of Essence. It is understood and agreed between the parties hereto that time is of the essence of all the terms and provisions of this License.

- S. Successors and Assigns. All terms and provisions of this License to be observed and performed by Licensee shall be applicable to and binding upon Licensee's respective heirs, personal representatives, successors and assigns, subject, however, to the restrictions as to assignment by Licensee as provided herein.
- T. Miscellaneous.
- a. The terms Licensors and Licensee as herein contained shall include singular and/or plural, masculine, feminine and/or neuter, heirs, successors, personal representatives and/or assigns wherever the context so requires or admits.
 - b. The terms and provisions of this License are expressed in the total language of this License and the Article or article headings are solely *for* the convenience of the reader and are not intended to be all-inclusive and shall not be deemed to limit or expand any of the provisions of this License.
 - c. Anything herein to the contrary notwithstanding, neither party shall be or be deemed to be in default hereunder unless it has failed to cure its default within a reasonable time following its receipt of notice thereof.
 - d. All exhibits attached to this License, if any, are hereby incorporated in and made a part hereof.
 - e. Neither this License nor any memorandum or short form thereof shall be recorded in the Public Records of Miami-Dade County, Florida.
 - f. Licensee and Licensor each certifies for itself that it is not acting directly or indirectly for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person," or other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and that it is not engaged in this transaction, directly or indirectly on behalf of any such person, group, entity or nation.
- U. Dispute Resolution. This Agreement shall be governed by the laws of the State of Florida without reference to that state's conflicts of laws provisions. Except as provided herein, any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity hereof, including, without limitation, the determination of the scope or applicability of this Agreement to arbitrate, shall be determined by arbitration in Miami, Florida, pursuant to the following terms and conditions:
- a. The arbitration shall be administered by JAMS pursuant to its Streamlined Arbitration Rules and Procedures before one (1) arbitrator. The selection of the arbitrator shall be done in accordance with the Streamlined JAMS Rules.
 - b. In any arbitration arising out of or related to this Agreement, the arbitrator shall award to the prevailing party, if any, the costs and attorneys' fees reasonably incurred by the prevailing party in connection with the arbitration. If the arbitrator determines a party to be the prevailing party under circumstances where the prevailing party won on some but not all of the claims and counterclaims, the arbitrator may award the prevailing party an appropriate percentage of the costs and attorneys'

- fees reasonably incurred by the prevailing party in connection with the arbitration.
- c. The arbitration shall be conducted on an individualized basis only, solely between the parties to this Agreement, and shall not be consolidated with any other arbitration or conducted on any type of class-wide, class-action, collective or other representative basis.
 - d. Each party submits to the exclusive jurisdiction of the state and federal courts located in Miami Dade County for the purpose of (i) confirming or enforcing any award or decision rendered in arbitration; (ii) enforcing the dispute resolution provisions of this Agreement; and/or (iii) seeking any emergency or injunctive relief. All proceedings under this section shall be kept strictly confidential and shall not be disclosed by the parties, either in public or in any other proceedings, except to the extent reasonably necessary for the parties to obtain injunctive relief or to challenge an award made in arbitration, or unless otherwise required by law.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties execute this Agreement on the respective dates under each signature:

Attest:

CITY OF DORAL

Connie Diaz, City Clerk

By: _____
Barbara Hernandez
City Manager

Date: _____

TRUMP ENDEAVOR 12 LLC

By: _____
Name: _____
Date: _____

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

Valerie Vicente
City Attorney

EXHIBIT "A"

CITY OF DORAL
July 4th FIREWORKS DISPLAY PROPOSAL
(At Trump National Golf Course, Doral)



GARDEN STATE FIREWORKS, INC.

383 CARLTON ROAD

MILLINGTON, NJ 07946
(800) 999-0912

INFO@GARDENSTATEFIREWORKS.COM

CSANTORE32@GMAIL.COM

I. Qualifications and Experience (Tab 3)

GARDEN STATE FIREWORKS, INC. is a family owned and operated corporation thriving since 1890. For over one hundred and twenty years we have maintained a commitment to excellence and treat each display with an artistic attention to detail and budget. We are a New Jersey based firm we perform displays throughout the country and world. We operate major satellite offices in California, Nevada, Florida, Colorado, and Ohio with State and Federal approved storage and operation facilities in multiple locations that allow us to serve our nationwide customers well. Our North Port, Florida operations center has full storage and warehousing of material and equipment that allows us to service the region without increased mobilization costs.

A. History

A generation of fireworks was born in 1872. Augustine “Boots” Santore was born in Italy. As a young child he worked for a shoemaker. Now, history could have turned at that point and perhaps our family would be in the shoe business today. Fortunately for our family, a firework manufacturer named Capobianco was displaying fireworks at the request of King Victor Emmanuel, II. Capobianco’s firework displays left unconsumed parts. An obviously curious and industrious child, Augustine picked up these pieces and without any training turned them into a series of working fireworks. By all accounts he was under ten years of age. Once in a great while someone special emerges. This child was loaded with ability. Augustine presented his reconstructed fireworks to Capobianco in the form of a small display. Capobianco was impressed and he took on young Augustine as an apprentice. In 1890 he arrived in America to start his own pyrotechnic company. The rest is history. Our history. Garden State Fireworks has over a century of experience and have produced displays spanning events from the Winter Olympics, to Macys, to the Statue of Liberty to multiple first place awards in International Fireworks competitions.

- 1. Current Major Clientele:** Our company is proud to serve municipalities across the country. We have amassed a lengthy list of clients in our 120 plus years. In addition to nationwide coverage of July 4th and special events for cities and towns, our company is proud to currently service the following major companies for multiple annual events;

Recent Productions

- July 4, 2013 –July 4, 2022 Washington D.C. National Mall (Returning July 4, 2023)
- 2014 Super Bowl XLVIII at Met Life Stadium
- Walt Disney World (Manufacturer for Nightly Productions since 1985)
- Mandalay Bay Casino, Las Vegas, NV (Multiple Annual Events since 2010)
- Major League Soccer (MLS Cup and MLS All Star Games Annually Since 2011)
- Foxwoods Casino’s Sailfest, New London, CT (Dual Barge Locations 2011/2012)
- Princeton University (Annual Reunion Events since 1996)

- Trump National Golf Courses (Annual Events Bedminster, NJ and Colts Neck, NJ)
- Coney Island Amusement Park (Weekly Shows)
- Usher World Tour 2011-12
- Jennifer Lopez World Tour 2012
- U.S. Military (Battlefield Effects and July 4th Fireworks Displays)
- Golden Nugget Casino, Atlantic City, NJ (2012 Grand Opening Fired from the Roof)
- New Jersey Special Olympics (Donate Multiple Annual Events)
- Red Bull: Annual complex in stadium close proximate pyrotechnic and special effect productions including choreographed lighting and LED board integration
- Dana Point, California July 4, 2016 and returning July 4, 2022

While we remain loyal to our ancestors approach to customer satisfaction, design, quality assurance and artistic integrity, we continue to innovate and expand year after year and are never content to rest on our laurels. We remain the largest manufacturer of display fireworks in the country and consistently introduce new products and concepts to our displays.

Our staff has grown with us and has become part of our extended family over the years. Our factory employees dozens of technicians who have more then twenty five years of direct manufacturing and display experience.

B. References

As per the RFP requirement, attached please find the completed reference form reflecting three clients who we have consistently supplied superior service to on an annual basis. Our family of clients continues to grow as we assure our existing customers remain satisfied while inviting new customers to join our family.

C. International Awards:

We have won multiple International World Fireworks Competitions and we still treat each display with the same care and attention regardless of scope and scale.

1. **1982 World Champions** – International Festival of Fireworks, Monte Carlo, France
2. **1983 Grand World Champions** – International Festival of Fireworks, Monte Carlo
 - a. Special Competition where 5 recent prior Champions competed in a best of the best competition. Garden State Fireworks, Inc. emerged victorious and was barred from future competition from event organizers as they indicated there was no competition as our skills were vastly superior to the industry and any future presence by us for many years would result in a lack of competitors willing to enter thus negatively impacting the event.
3. **1986 Silver Jupiter Award** – Montreal Canada
4. **1991 First Place** – San Sebastian, Spain (28th Annual Fireworks Competition)
 - a. People's Choice Award
5. **1994 First Place** – San Sebastian, Spain (31st Annual Fireworks Competition)
 - a. Special Distinction Award (Juror's choice best show in 31 year history)
 - b. People's Choice Award

II. Scope of Work (Tab 4) DISPLAY PRICE: \$50,000.00

Garden State Fireworks, Inc. will comply with all aspects of your request for proposal. Our display format, offers a "turn-key" method and is comprised of the following assurances:

- Fireworks as selected per the enclosed program and reference exhibit.
- Assistance in aesthetic design for special events.
- Production schedule outline.
- Pre-display site visit in compliance with NFPA recommendations.
- Acquisition of all necessary permits.
- All labor necessary to transport, install, discharge and remove your display.
- Safety equipment and personnel in conformation with the requirements of agencies having jurisdiction including trained pyrotechnicians as currently required by law and site representative for meetings and coordination of the display.
- All trucking and transportation of equipment and material; including transportation permits.
- Technicians have met DOT regulations and carry current health cards and CDL licensing.
- All pyrotechnic devices have mandatory EX numbering as required by the Bureau of Explosives and the DOT for transportation on any roadway and/or waterway.
- Proof of State and Federal licenses.
- Insurance coverage in the amount of \$5,000,000 with sponsor as additional insured; mandatory Surety Bond, vehicle insurance in the amount of \$5,000,000, as required by the DOT.
- Coverage of all GARDEN STATE employees under Interstate Workers
- Compensation and Employers Liability Insurance

A. Approach to Display

Pyromusical displays are the highest form of the pyrotechnic art. The emotional impact of the combination of sight and sound reaches intensity levels that most mediums cannot dream of and we treat it accordingly. Our many years of delivering such displays have helped us hone our craft in such a way that from the first beat of the music we grab the audience and pull them on a roller coaster ride of sensory overload.

- 1. A 'Sound' Approach:** Our approach to a musically choreographed display is driven by an intense focus of interpreting the soundtrack in a clear emotionally connected visual that the audience can readily perceive. We firmly believe that the soundtrack and music drive the display and not the other way around. We work closely with the client to ensure a soundtrack is built that encompasses a full range of tones, tempos and themes in an arrangement that will create a seamless and coherent production.
- 2. In House Sound Studio:** We do not outsource the production of the soundtrack. We will work to build the soundtrack in our studios from the ground up and select, edit and arrange the music while visualizing the overall arc and design of the production. We

welcome soundtrack input and will work together to create the final soundtrack that will serve as the foundation of an artistic and powerful presentation.

3. Painstaking Design Philosophy:

We invest up to four hours of choreography and design per minute of soundtrack. We pay close attention to the relationship of one effect to another and are constantly aware of how each segment flows into the next. Our vision for our displays is to always incorporate the full range of our unique library of manufactured and imported effects.

4. Synchronization:

Garden State Fireworks, Inc. has extensive experience synchronizing pyromusicals. We will work closely with the sound company to interface their sound system with our computer firing systems.

B. Technology and Equipment

We have a strong focus on large scale complex computer fired pyromusical productions as we are passionate about this unique art form. We utilize state of the art firing equipment and a diverse library of effects to interpret the soundtrack.

- 1. Hardware Firing Systems:** We will use Fire One brand computer firing systems to execute the display. Fire One is the industry leading computerized firing system and is the most powerful system available on the market. For electrically fired, pre-loaded displays as required in this RFP, Garden State uses this state of the art firing system built for speed of installation, safety and accurate firing of circuits to insure coordination of the scripted design.
- 2. Software Systems:** We use state of the art sound editing software and the leading computerized choreography and firing software systems on the market. The software allows us to 'zoom' in on the visual wave lengths of the audio file to accurately place effects on very specific beats.
- 3. Shell Database:** To utilize the state of the art choreography suite we employ in our productions, an accurate database of the detailed information of the shells themselves is essential. To choreograph music and fireworks you must know exactly how long it takes for an effect to get from the mortar to the bursting point at its apex. Without this critical data the rest of the technology and design efforts is moot. We have spent years building our database with accurate details of how long it takes for each specific brand, size and effect to complete its full course of ignition, burst, and effect duration. We use this data to present the most accurate displays in the industry.
- 4. Mortars:** Garden State Fireworks uses the highest quality launch mortars available to the industry. We manufacture our own launch mortars from HDPE to exceed N.F.P.A regulations for structural integrity and safety. Mortars are routinely inspected prior to loading for quality assurance.

5. **Materials:** As per the information supplied in our exhibit "A" we use the highest quality import fireworks available from China and Japan. We are also very proud to include our own fireworks manufactured at our New Jersey factory in the tradition of our ancestors. Our experience in manufacturing allows us to inspect our import products with a complete understanding of safety and quality assurance. We import a very diverse library of effects in hundreds of color combinations and effects as covered in a condensed version in the attached Exhibit "A." We also continue to innovate our own products to create the most unique effects and breathtaking displays available.

C. Experienced Professional Staff:

Garden State Fireworks will staff your event with one (1) Lead pyrotechnician with ten or more years of experience and six (6) experienced support pyrotechnicians. A second in command pyrotechnician with more than five years of experience comprise part of the crew.

1. Production Manager/Choreographer: Christopher Santore

The choreographer for the display will be Christopher Santore. Chris Santore is a family member and fourth generation pyrotechnician and has apprenticed and trained in the family art and business since his youth. He has extensive experience in all aspects of pyrotechnic design and execution. Additionally, Mr. Santore will be the lead choreographer and designer of the display. Mr. Santore has designed hundreds of complex musically choreographed displays, computer fired displays and electrically fired displays for venues across the country. Mr. Santore has studied music and is fluent in sound editing software and has a firm grasp on the essential components of a strong soundtrack. His knowledge of music and sound editing allows him the freedom to build custom soundtracks all with a trained ear and eye to the marriage of the accompanying visual pyrotechnic effects.

His extensive understanding of the manufacturing process and product performance is unmatched by any choreographer in the world having grown into the business since his childhood. This provides him a virtual library of effects, critical timing points in his mind like an immediate encyclopedia for reference. Mr. Santore has over 25 years of experience in manufacturing, displaying and designing fireworks displays. He has designed displays ranging from complex multi-barge location productions, to compelling close proximate pyrotechnics for stadiums and building rooftops.

Chris Santore has extensive experience designing and executing high profile, complex, musically choreographed displays around the country. He has designed, choreographed and executed one of the largest displays in the country for the July 4th display for our nation's capitol in Washington D.C. annually since 2013. He has choreographed complex barge fired displays on the shores of the West Coast and East Coast. He has worked hard to master the craft of ensuring the choreography of our displays is tangible to the audience. He is passionate about making the visuals and music match at a level that exceeds expectation. He has been privileged to design and choreograph the display for the City of Doral for nearly a decade and treats each display with an effort towards exceeding our prior performances.

2. Lead Pyrotechnician: Jose Santamaria

The lead pyrotechnician for this production would be Jose Santamaria. Mr. Santamaria has been with our company for more than thirty years and has extensive experience in all aspects of display set up and execution. He has extensive experience firing complex computer fired pyromusicals and knows how to manage time and resources effectively to complete the task at hand.

D. Operating Schedule:

We will require two days to install mortars and load and finalize live materials by afternoon of July 4th. Equipment install will take place at 5pm on July 3rd and live fireworks install will take place on July 4th at 7 a.m.

E. City of Doral's Responsibility:

The City of Doral's requirement is to provide and coordinate access to Trump National Golf Course for 5pm on July 3rd for equipment set up, and for 7 a.m. on July 4th live fireworks. Adequate security must be in place from July 4th morning to ensure no persons can enter the display set up area on the driving range. Security must also be placed on the evening of the event to ensure the perimeter is secured and maintained in accordance with the site plan.

F. Training and Safety Precautions:

Our staff members are all trained directly by our senior pyrotechnicians each exceeding twenty five years experience in manufacturing display shells, installing mortars and executing firework displays. As active members of the American Pyrotechnic Association lead pyrotechnicians also attend annual seminars and training courses to ensure continuing education on safety and the expanding complexities of the industry. Our electrical firing systems and mortar construction allow for a safe and controlled environment for both our operators and the spectators. We focus on compliance with NFPA guidelines for audience distances and safety perimeters and we work closely with local police, fire officials and coast guard to ensure the safest environment possible.

MATERIAL LIST

OPENING

ROUNDS TOTAL: 1,476

Portions of opening to consist of flights

DESCRIPTION OF SHELL	REFERENCE TO LITERATURE	QTY
408 Shot Peacock Fan	**See Exhibit "A"	2
100 Shot of Color & Reports	**See Exhibit "A"	3
72 shot RWB Peony	** See Exhibit 'A'	1
2 ½" Variegated Peony Shell	**See Exhibit "A"	60
2 ½" Titanium Report Shells	**See Exhibit "A"	60
3" Colorful Crackling Shells	**See Exhibit "A"	60
3" Chrys. and Reports	**See Exhibit "A"	60
4" Assorted Color Shells	**See Exhibit "A"	36
5" Assorted Color Shells	**See Exhibit "A"	12

Company Name: Garden State Fireworks, Inc.

(CONT.)

BODY:

ROUNDS TOTAL: 7,953

DESCRIPTION OF SHELL	REFERENCE TO LITERATURE	QTY
100 Shot Colorful Crossette	**See Exhibit "A"	3
665 Shot Green Strobe Willow	**See Exhibit "A"	1
665 Shot Gold Strobe & Blue	**See Exhibit "A"	2
408 Shot Z-Fan Wave	**See Exhibit "A"	4
88 Shot Glitter Mine w/Red	**See Exhibit "A"	2
372 Shot Gold Willow Red	**See Exhibit "A"	2
88 Shot Blue to Brocade	**See Exhibit "A"	2
100 Shot Dragon Eggs	**See Exhibit "A"	2
100 Shot Blue Fish Dancing	**See Exhibit "A"	2
100 Shot Whirl Flowers	**See Exhibit "A"	2
200 Shot Whistling Dragons	**See Exhibit "A"	2
300 Shot Dragon Phoenix	**See Exhibit "A"	1
500 Shot Brocade Crackling	**See Exhibit "A"	1
300 Shot Red Sun	**See Exhibit "A"	1
3" Asst Color & Report Shells	**See Exhibit "A"	340
4" Asst. Fancy Aerial Shells	**See Exhibit "A"	270
5" Asst. Fancy Aerial Shells	**See Exhibit "A"	220

Comments: Our firing systems allow us to deliver complex multi-tiered segments featuring highly coordinated tapestries of colors and effects covering the sky from floor to ceiling. Pacing will include constant volleys of effects ranging from 4 to 12 simultaneous 3" to 5" shells accompanied by low level effects.

Company Name: Garden State Fireworks, Inc.

(CONT.)

PRICE PROPOSAL WORKSHEET

FINALE:

ROUNDS TOTAL: 3,218

Specify configuration of flights,

DESCRIPTION OF SHELL	REFERENCE TO LITERATURE	QTY
100 Shot Color & Reports	**See Exhibit "A"	6
665 Shot Report Peacock	**See Exhibit "A"	2
408 Shot Red Z-Fan Wave	**See Exhibit "A"	2
2 ½" Assorted Display Shells	**See Exhibit "A"	100
3" Assorted Display Shells	**See Exhibit "A"	100
3" Red White Blue & Reports	**See Exhibit "A"	100
3" Titanium Report Shells	**See Exhibit "A"	100
4" Assorted Wave Shells	**See Exhibit "A"	36
5" Assorted Color Shells	**See Exhibit "A"	36

Total Pieces 12,647

SUBTOTAL - FINALE

Comments: Our rapid fire finale is our signature to the performance. The volume and speed of effects are accentuated by the layering design that covers the sky in a blistering pace with effects fired simultaneously from multiple locations.

Total Production Price:

\$50,000.00

“Exhibit A”
Display Shell and Effect Descriptions

The following list is a reference of the shells and variety of effects that will be used in the display and corresponds to the pieces itemized in the cost proposal. Garden State Fireworks is proud to be the largest manufacturer of display fireworks in the country. We continue to innovate, design and manufacture our own products at our facility in New Jersey to incorporate in our displays. We also use our 100 plus years of experience to research, design and purchase the highest quality and largest selection of import products from China and Japan. We also use our manufacturing knowledge to perform rigorous quality and safety testing on all imported products.

Multi-shot Cake Effects:

Effects Listed in the Cost proposal ranging from 88 shots to 665 shots are self-contained repeater units custom designed by Garden State Fireworks and manufactured to the highest quality standards. Effects repeat in a variety of multiple angled simultaneously fan shapes, or elaborate zig-zagging wave configurations. Shots range from 1.5 inches to 2 inches and create ground to sky coverage to be coordinated with aerial display shells.

****Special Note:**

The majority of the display shells fired in the display and listed below include a rising silver or color tailed tracer that follows the shell from launch to break. We purchase display shells at an additional premium to include a fancy rising tail to create absolute continuity of sky coverage. As each display shell has a 2-4 second lift time the absence of a tracer effect creates a dark sky. The premiums of our designs eliminate the lag time to create constant sky coverage and momentum.

Exhibit "A" (Continued)

The following List of Materials is a condensed version of our extensive library of effects that will be displayed in your program. Color combinations within individual effects as well as transformation color changing effects expand the list below to hundreds of varieties.

2 ½" Assorted Display shells:

Red Peony	Yellow Peony
White Peony	Purple Peony
Blue Peony	Red White and Blue Peony
Green Peony	Titanium Report (Salute/Noise)
Variegated Peony	

3" Assorted Color and Report Shells:

Red Peony	Flash Reports
White Peony	Spider Webs
Blue Peony	Aqua Peony
Red White And Blue Peony	Variegated Chrysanthemums
Green Peony	Ring Patterns
Yellow Peony	Purple Peony
Titanium Reports	Golden Willow
Multi-Salutes	Crackling Chrysanthemum
Silver Peony	Rainbow Peony
Red and Blue Wave	Tiger Tails
Color Changing Peonies	Multi Color Combinations

4" Assorted Color and Fancy Aerial Shells:

Red Peony	Multi-Salutes
White Peony	White Strobe
Blue Peony	Red Strobe
Red White And Blue Peony	Color Changing Peonies
Green Peony	Flash Reports
Yellow Peony	Spider Webs
Lemon Peony	Whistling Shells
Orange Peony	Variegated Chrysanthemums
Aqua Peony	Wave Ring Patterns
Rainbow Peony	Golden Strobe
Multi Color Combinations	Purple Peony
Titanium Reports	Golden Willow

**Brocade Chrysanthemum
Crackling Chrysanthemum
Crackling Rain Willow
Tiger Tails
Red Wave
Green Wave
Colors w/Palm Core Centers
Peonies w/Fancy Center Pistils
Whistling Shells
Red Crossettes
Green Crossettes
Silver Palm Trees**

**Tourbillions & Serpents
Silver Crown c/c Green
Gold Kamuro c/c Blue
Red and Green Bees
Variegated Fish
Thousands of Crackling Flowers
Colors to Crackling
Dragon Eggs
Glittering Willows
Color & Timed Reports
Hummer Shells
Gold Flitter**

5" Assorted Color and Fancy Aerial Shells:

*****ALL COLORS AND EFFECTS LISTED ABOVE IN 4" DISPLAY SECTION**

**Smile Face Patterns
Heart Shape Patterns
Lemon Crossette w/Strobe Pistil
Variegated Strobes
Thousands of Flowers
Red Falling Leaves
Blue to White Flashing Willow
Half Red and Half Blue Peony
Half Purple/Half Yellow Peony**

**Green Coconut Tree
Aqua Crossette
Whirl Flower w/Strobe Pistil
Three Color Changing Peonies
Glittering Gold to Purple
Red and Blue Wave
Green and Blue Wave
White w/Red Pistil
Purple w/Green Pistil**

**Star Shape Patterns
Sky Waterfall
Silver Crossette
Crackling Crossette
Sea Blue Peony
Purple Bees
Varigated Falling Leaves
Thousands of Red White & Blue
Pink Peony
Four Color Changing Peonies
Red Coconut Tree
Aqua to Lemon w/Lemon to
Aqua Pistil**

**Lemon to Purple w/Purple to
Lemon Pistil
Red Dahlia w/White Strobe
Aqua Dahlia w/Red Strobe Pistil
Red to Silver Wave w/Blue Pistil
Nishiki Kamuro Niagra Falls
Red Strobing Nishiki Kamuro
Reddish Gamboge to Green
Blue Circle with Twice
Crackling Pistil
Multi Color Cycas
Lemon w/Magenta Circle**

DRAYTON INSURANCE BROKERS, INC.

2500 CENTER POINT ROAD, SUITE 301
 BIRMINGHAM, ALABAMA 35215
 PHONE: (205) 854-5806
 FAX: (205) 854-5899

POST OFFICE BOX 94067
 BIRMINGHAM, ALABAMA 35220
 EMAIL: dib@draytonins.com

CERTIFICATE OF INSURANCE

NO. 315073

We certify that insurance is afforded as stated below. This Certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the insurance policy and the insurance afforded is subject to all the terms, exclusions and conditions of the policy.

INSURER Admiral Insurance Company **POLICY NO.** CA000016477-12

NAMED INSURED Garden State Fireworks, Inc.
 New Vernon Fireworks
 P.O. Box 403
 Millington, NJ 07946

POLICY TERM March 1, 2023 to March 1, 2024; Both Days 12:01 A.M. Standard Time

COVERAGE Commercial General Liability: Occurrence Basis Claims Made Basis

LIMIT OF LIABILITY \$5,000,000 each occurrence, \$10,000,000 general aggregate, \$6,000,000 products/completed operations aggregate
 The limit of liability shall not be increased by the inclusion of more than one insured or additional insured.

INSURED OPERATIONS Public fireworks display and special effects contractor

It is certified that, if named below, this policy includes as Additional Insureds 1) the sponsor(s), promoter(s), organizer(s) (including other entities having similar interests), of insured pyrotechnic events and/or 2) the owner(s) of real property (or barges) at which insured pyrotechnic events are held and/or 3) the owner(s), manager(s), tenant(s), mortgagee(s) (including other entities having similar interests), of buildings, stadiums, arenas and similar facilities at which insured pyrotechnic events are held and/or 4) the licensing or permitting authority, or other authority having jurisdiction, issuing licenses/permits for insured pyrotechnic events and/or 5) any other entity for which the insurance is required to be afforded under written contract. Coverage applies only as respects the legal liability of such Additional Insured(s) for bodily injury and property damage caused by the operations of the Named Insured. The insurance afforded any Additional Insured excludes liability for bodily injury or property damage arising from the Additional Insureds own negligent acts or omissions or from the failure of such Additional Insured to fulfill its obligations specified in its contract with the Named Insured.

**NAME(S) OF
 ADDITIONAL INSURED(S)**

**CITY OF DORAL
 8401 53rd TERRACE
 DORAL, FLORIDA 33166**

**TRUMP ENDEAVOR 12 LLC
 THE DONALD J. TRUMP REVOCABLE TRUST DATED APRIL 7, 2014
 THE TRUMP ORGANIZATION
 THE TRUMP ORGANIZATION LLC**

**CITY OF DORAL ET AL
 MIAMI DADE FIRE RESCUE
 dORAL
 DORAL GLADES PARK**

DISPLAY LOCATION

**TRUMP NATIONAL GOLF COURSE
 DORAL, FLORIDA**

DISPLAY DATE(S)

JULY 4, 2023

It is certified that this policy requires a 30 day mutual notice of cancellation between the Insurer and the Named Insured. In the event of such cancellation we will endeavor to mail 10 days written notice to the Additional Insured(s), whose name and address is shown hereon, but failure to mail such notice shall impose no obligation or liability of any kind upon the insurer and/or the undersigned.

DRAYTON INSURANCE BROKERS, INC.

May 30, 2023

DATE OF ISSUE


A.J. STRINGER, PRESIDENT