

Albert P. Childress

City Manager

December 11, 2019

Trisha Lembo * Sonny Banks General Manager 14475 NW 60th Ave, BLDG 33 Miami Lakes, FL 33014

Ref: Contract Renewal - All Star Events

Dear Ms. Lembo:

The City of Doral is exercising its option to renew your agreement for the provision of offering Amusement Rides & Inflatables for a period of one year through December 2020. This contract renewal will be under the same terms and conditions as the original contract.

The city wishes to thank you for your continued services. It is fully recognized that on occasions you have gone over and above, that of which, was expected of you in your efforts to provide the best possible service to the City of Doral community.

Please kindly acknowledge receipt of this notice by signing in the corresponding area below and returning an original copy to my office at your earliest possible convenience.

Albert P. Childress

City Manager

Acknowledgement: Having received, read, and understood the terms of this notice, I, intending to bind All Star Events, INC, hereby execute this notice as of the date below.

Trisha Lembo, General Manager

Date



Memorandum

Date:

December 11, 2019

To:

Lazaro Quintero, Acting Parks & Recreation Director

From:

Diana Maldonado, Acting Special Events Coordinator

Subject:

Contract Renewal - All Star Events

All Star Events, INC, provides Amusement Rides and Inflatables for Special Events.

All Star Events has provided excellent products and services to our Holiday Lights & Ice and EGGstravaganza events. Our experience working with them shows a continued improvement on the already state-of-the-art rides and inflatables they own as well as exceptional customer service. The partnership is beneficial for all parties involved, especially for the Doral community attending the events.

It is my recommendation that the City renew its contract with All Star Events for the first of two (2), one (1) year renewals of the existing agreement (attached), with the new agreement ending December 31, 2020.

Attachments:

Professional Service Agreement Resolution No. 17-25

PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF DORAL AND

ALL STAR EVENTS, INC.

FOR

AMUSEMENT RIDES & INFLATABLES

THIS AGREEMENT is made between ALL STAR EVENTS, INC. a Florida corporation, (hereinafter the "Provider"), and the CITY OF DORAL, FLORIDA, a Florida municipal corporation, (hereinafter the "City").

WHEREAS, the Provider and City, through mutual negotiation, have agreed upon a scope of services, schedule, and fee for Amusement Rides & Inflatables as detailed in RFP # 2016-44 (the "Project"); and

WHEREAS, the City desires to engage the Provider to perform the services specified below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Provider and the City agree as follows.

Scope of Services/Deliverables.

- 1.1 The Provider shall furnish professional services to the City as set forth in the Scope of Services, attached hereto as Exhibit "A", which is incorporated herein and made a part hereof by this reference.
- 1.2 The "Scope of Services" includes a Project Schedule for the Project which includes a breakdown of tasks, timeline and deliverables to the City.

2. <u>Term/Commencement Date</u>.

- 2.1 This Agreement shall become effective upon execution by both parties and shall remain in effect through December 31, 2019, unless earlier terminated in accordance with Paragraph 8. The City Manager may extend the term of this Agreement for two (2) additional one (1) year periods once the initial term of this Agreement has expired. The City Manager may extend the term of this Agreement up to an additional 180 days by written notice to the Provider.
- 2.2 Provider agrees that time is of the essence and Provider shall complete each deliverable for the Project within the timeframes set forth in the Project Schedule, unless extended by the City Manager.

3. Compensation and Payment.

3.1 The Provider shall be compensated in the following manner:

On a time and material/expense basis to complete the Scope of Services, provided, however, that total payments to Provider shall not exceed the unit pricing as stated in Exhibit B, which is incorporated herein and made a part hereof by this reference, without the prior written approval of the City. Provider shall submit its bills in arrears upon the completion of each task or deliverable in accordance with the Project Schedule or on a monthly basis in a form approved by the City. The bills shall show or include: (i) the task(s) performed; (ii) the time devoted to the task(s); (iii) the hourly rate or rates of the persons performing the task(s); and (iv) copies of receipts for reimbursable materials/expenses, if any. Expenses not expressly authorized by the Agreement shall not be reimbursed.

- 3.2 The City shall pay Provider in accordance with the Florida Prompt Payment Act.
- 3.3 If a dispute should occur regarding an invoice submitted, the City Manager may withhold payment of the disputed amount and may pay to the Provider the undisputed portion of the invoice. Upon written request of the Finance Director, the Provider shall provide written documentation to justify the invoice. Any compensation disputes shall be decided by the City Manager whose decision shall be final.

4. Sub-Providers.

- 4.1 The Provider shall be responsible for all payments to any sub-Providers and shall maintain responsibility for all work related to the Project.
- 4.2 Any sub-providers used on the Project must have the prior written approval of the City Manager or his designee.

5. <u>City's Responsibilities</u>.

- Furnish to Provider, at the Provider's written request, all available maps, plans, existing studies, reports and other data pertinent to the services to be provided by Provider, in possession of the City.
- 5.2 Arrange for access to and make all provisions for Provider to enter upon real property as required for Provider to perform services as may be requested in writing by the Provider (if applicable).

6. Provider's Responsibilities.

The Provider shall exercise the same degree of care, skill and diligence in the performance of the Project as is ordinarily provided by a professional under similar circumstances. If at any time during the term of this Agreement or within one year from the completion of the Project, it is determined that the Provider's deliverables are incorrect, defective or fail to conform to the Scope of Services of the Project, upon written notification from the City Manager, the Provider shall at Providers sole expense, immediately correct the work. The City in no way assumes or shares any responsibility or liability of the Provider or Sub Provider under this agreement.

7. Conflict of Interest.

7.1 To avoid any conflict of interest or any appearance thereof, Provider shall not, for the term of this Agreement, represent any private sector entities (developers, corporations, real estate investors, etc.), with regard to any City related matter.

8. Termination.

- 8.1 The City Manager for any reason may terminate this Agreement upon thirty (30) days written notice to the Consultant, or immediately with cause, with cause defined as an alleged violation of the Federal, State, County, or City law, as determined by the City Manager in his/her sole discretion, or such action which may detrimentally affect the health, safety, and welfare of the community, as determined by the City Manager in his/her sole discretion.
- 8.2 Upon receipt of the City's written notice of termination, Provider shall stop work on the Project.
- 8.3 In the event of termination by the City, the Provider shall be paid for all work accepted by the City Manager up to the date of termination, provided that the Provider has first complied with the provisions of Paragraph 8.4.
- 8.4 The Provider shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Project to the City, in a hard copy and electronic format specified by the City within 14 days from the date of the written notice of termination or the date of expiration of this Agreement.

9. Insurance.

- 9.1 The Provider shall secure and maintain throughout the duration of this Agreement insurance of such type and in such amounts as required by Exhibit C. 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.
- 9.2 Certificates of Insurance shall be provided to the City at the time of execution of this Agreement and certified copies provided if requested. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the City before any policy or coverage is cancelled or restricted, or in accordance to policy provisions. The City further reserves the right to solicit additional coverage, or require higher limits of liability as needed, and depending on the nature of scope, or level of exposure.

10. Nondiscrimination.

10.1 During the term of this Agreement, Provider shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and to abide by all Federal and State laws regarding nondiscrimination

11. Attorneys' Fees and Waiver of Jury Trial.

- 11.1 In the event of any litigation arising out of this Agreement, each party shall be responsible for their attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.
- 11.2 In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

12. Indemnification.

12.1 Provider shall defend, indemnify, and hold harmless the City, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or any way connected with Provider's performance or non-performance of any provision of this Agreement including, but not limited

to, liabilities arising from contracts between the Provider and third parties made pursuant to this Agreement. Provider shall reimburse the City for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, or in any way connected with Provider's performance or non-performance of this Agreement. This section shall be interpreted and construed in a manner to comply with any applicable Florida Statutes, including without limitation Sections 725.06 and 725.08, Fla. Stat., if applicable.

- 12.2 The provisions of this section shall survive termination of this Agreement.
- 12.3 Ten dollars (\$10) of the payments made by the City constitute separate, distinct, and independent consideration for the granting of this indemnification, the receipt and sufficiency of which is voluntary and knowingly acknowledged by the Provider.

13. Notices/Authorized Representatives.

13.1 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 City:

Edward A. Rojas

City Manager

City of Doral, Florida 8401 NW 53rd Terrace Doral, Florida 33166

With a Copy to:

Daniel A Espino, Esq.

City Attorney

Weiss Serota Helfman Cole & Bierman, P.L. 2525 Ponce De Leon Boulevard, 7th Floor

Coral Gables, FL 33134

For The Provider:

Trisha Lembo

General Manager

14475 N.W. 60th Ave., BLDG 33

Miami Lakes, FL 33014

14. Governing Law.

14.1 This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Exclusive venue for any litigation arising out of this Agreement shall be in Miami-Dade County, Florida.

15. Entire Agreement/Modification/Amendment.

- 15.1 This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.
- 15.2 No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

16. Ownership and Access to Records and Audits.

- 16.1 All records, books, documents, maps, data, deliverables, papers and financial information (the "Records") that result from the Provider providing services to the City under this Agreement shall be the property of the City.
- 16.2 The City Manager or his designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any Records of the Provider involving transactions related to this Agreement.
- 16.3 Pursuant to Section 119.0701, Florida Statutes, Provider shall:
 - (a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;
 - (b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statute, or as otherwise provided by law;
 - (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and

- (d) Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the Provider upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.
- 16.4 The City may cancel this Agreement for refusal by the Provider to allow access by the City Manager or his designee to any Records pertaining to work performed under this Agreement that are subject to the provisions of Chapter 119, Florida Statutes.

17. Nonassignability.

17.1 This Agreement shall not be assignable by Provider unless such assignment is first approved by the City Manager. The City is relying upon the apparent qualifications and personal expertise of the Provider, and such firm's familiarity with the City's area, circumstances and desires.

18. Severability.

18.1 If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

19. Independent Contractor.

19.1 The Provider and its employees, volunteers and agents shall be and remain independent contractors and not agents or employees of the City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

20. Compliance with Laws.

20.1 The Provider shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the Project.

21. Waiver

The failure of either party to this Agreement to object to or to take 21.1 affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

Survival of Provisions 22.

Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

Prohibition of Contingency Fees. 23.

The Provider warrants that it has not employed or retained any company 23.1 or person, other than a bona fide employee working solely for the Provider, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Provider, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

24. Counterparts

This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterpart shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties execute this Agreement on the respective dates under each signature: The City, signing by and through its City Manager, attested to by its City Clerk, duly authorized to execute same and by Provider by and through its great terrage whose representative has been duly authorized to execute same.

Attest:

CITY OF DORAL

Approved As To Form and Legal Sufficiency for the Use

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And Reliance of the City of Doral Only:

Weiss Serota Helfman Cole & Bierman, PL

City Attorney

PROVIDER

y: _______

Date:

WET-DRY SLIDES

OLD GLORY		4HR 1295.00	EA ADD HOUR 100.00
FAIR SLIDE		4HR 1695.00	
BLAST OFF		4HR 1295.00	
PURPLE CRUSH		4HR 1295.00	
POLAR EXPRESS		4HR 895.00	
SWASHBUCKLER		4HR 1295.00	
LOGJAMMER		4HR 995.00	
FIRE N ICE		4HR 895.00	
STARS AND STRIPES		4HR 895.00	
CIRCUS CITY		4HR 995.00	
BEAR CAMP		4HR 895.00	
MAGIC DRAGON	(37XD32X28)	4HR 895.00	
HOOVER DAM		4HR 895.00	
SNAGGLETOOTH		4HR 895.00	
PIPELINE		4HR 895.00	
CURVE ACTION		4HR 795.00	
TIKI FALLS		4HR 695.00	
WAVE RUNNER		4HR 795.00	
3IG BITE (GATOR OR S	SHARK)	4HR 695.00	

OBSTACLE COURSES

TOXIC RAMPAGE		4HR 1995.00
DRONE TRAINING CENTER		4HR 1095.00
SUPERHERO CHALLENGE		4HR1695.00
LOST JUNGLE	(90X20X17)	4HR 895.00
SUPERBOWL		4HR 795.00
MONSTER TRUCK		4HR 795.00
XTREME AQUA RUS	Н	4HR 895.00

RIDES & MECHANICLES

ZIPLINE	4HR 3500.00	EA ADD HOUR 100.00
SHOCKWAVE	4HR 1695.00	
WRECKINGBALL	4HR 1495.00	
PIRATES REVENGE	4HR 995.00	
DELUXE CAROUSEL	4HR 995.00	
DIXIE FLYER	4HR 1095.00	
DIXIEWHEEL	4HR 895.00	
HILLBILLY HAULER	4HR 595.00	
SNOWBOARD EXTREME	4HR 795.00	
ROBO SURFER DUAL	4HR 995.00	

PRESCHOOL PLAYCENTERS

MY LITTLE FARM PLAY CENTER	4HR 495.00
DORA ADVENTURE	4HR 495.00
TAHITI BEACH	4HR 495.00
MICKEY PARK	4HR 495.00
SPLASH ISLAND	4HR 495.00
PRINCESS PALACE	4HR 495.00
FRINCESS FALACE	4111C 473.00

FUN ZONES

AMAZON ADVENTURE PLAYPORT	4HR 895.00
WESTERN 3/1	4HR 595.00
BOUNCIN BARNYARD	4HR 595.00
CLUB HOUSE 3 IN 1	4HR 595.00
BUBBLE CAR WASH	4HR 595.00

EXTREME RIDES & SPORTS

FLY WIRE ZIPE LINE 200 FT	4HR 3500.00 EA ADD HOUR 200.00
ROCK AND FLY	4HR 1495.00 EA ADD HOUR 125.00
SPYDER CLIMB AND SLIDE	4HR 1295.00 EA ADD HOUR 100.00
WHIRLYBIRD	4HR 995.00 EA ADD HOUR 100.00
ROBO SURFER DUAL	4HR 995.00
KLIMB WALL	4HR 1095.00
COCONUT TREE CLIMB	4HR 795.00
SNOWBOARD	4HR 795.00
HAMSTER BALLS AND PIT	4HR 995.00
AIRBORNE ADV.	4HR 695.00
MELTDOWN	4HR 1495.00
ROLLING HILLS(ZORB BALLS)	4HR 1295.00

FUN WITH FOAM

LARGE PARTY PIT MALL ROUND PIT	4HR 695.00	EA ADD 100.00
WATER TAG - NO FOAM WITH FOAM	4HR 695.00 4HR 795.00	
WATER WARS (WATER BALLOONS)	4HR 795.00	
ADD FOAM TO ANY SLIDE	4HR 100.00	

BOUNCERS

CLUBHOUSE	4HR 395.00	EA ADD HOUR 100.00
SUGARSHACK	4HR 495.00	
SUPERHERO ZONE	4HR 595.00	
XTREME DANCE PARTY BOUNCER	4HR 695.00	
WITH MUSIC AND LIGHTS		
MR. DJ PARTY BOUNCER	4HR 695.00	
WITH MUSIC AND LIGHTS		

CARNIVAL TRAILERS AND GAMES

DELUXE BALLOON TRAILER **8 STATION BALLOON RACE** WHAC A MOLE **WOBBLE HEADS** REDNECK SALOON **5 HOLE MINI GOLF** TIC TAC TOE **DOUBLE HOOPS** MONEY MACHINE **GIANT BRITE LITE FOOTBALL TOSS SELFIE PHOTO BOOTH** THE STRIP **BOOGIE BODIES** DUNK TANK W/ 1 ATT W/2 ATTS.

4HR 1495.00 W/ PRIZES EA ADD HOUR 100.00 4HR 1295.00 W/ PRIZES 4HR 1495.00 W/ PRIZES 4HR 1495.00 NO PRIZES 4HR 695.00 NO PRIZES 4HR 395.00 NO PRIZES 4HR 395.00 NO PRIZES 4HR 495.00 4RS 995.00 4HR 495. 4HR 995.00 4HR 995.00 4HR 595.00 4HR 595.00

CARNIVAL GAME BOOTHS PENNY PRIZES (BEADS) EMPTY BOOTHS 10X10 (10X10)

4HR 350.00 EA ADD 50.00 50..00 PER HOUR PER GAME

95.00

4HR 695.00

GAMES MUST HAVE AT LEAST 1 ATTENDANT TO SUPERVISE VOLUNTEERS

(PLUSH PRIZES ARE NOT INCLUDED IN PRICE- MUST BE ORDERED SEPERATLY)
6-9 INCH—3.00 EACH- MUST SELL BY QUANTITY

THEME PRIZES/HOLIDAY- MUST GET WITH TRISH FOR PRICES AND MUST HAVE 2 WEEK NOTICE.

NOVELTIES/CRAFTS

SSORTED CRAFT TABLE W/ TENT AND ATT

4 HRS 695.00

AIRBRUSH ARTIST VISORS OR TRUCKER HATS

(50) 2HR 595.00

EA ADD 125.00

(4.00 EACH ADDITIONAL PIECE)

WE CAN CREATE A CRAFT TABLE FOR ANY THEME OR EVENT(ADDITIONAL CHARGE MAY APPLY) ALL CRAFT TABLES COMES WITH SUPPLIES AND ATTENDANT

FUN FOODS

SNOW CONES POPCORN

COTTON CANDY

**2 MACHINE MINIMUM ALL SUPPLIES FOR 200 SERVINGS AND 1 ATTENDANT 10X10 TENT(SELECT TENT FROM INVENTORY

2 MACHINES	4HR	395.00
3 MACHINES	HR	595.00
	EA ADD HR	50.00
ADDITIONAL ATTENDANT	PER HR	50.00

ADDITIONAL SERVINGS 1.00 EA.

TOO NOT SELL MACHINES OR SUPPLIES SEPERATLY)

DO NOT SEND UNATTENDED MACHINES!!!!

WE ALSO OFFER FRESH COOKED ON SITE CATERING

GOURMET PRETZELS
AREPAS
SAUSAGE AND PEPPERS
CHICKEN
HOTDOGS
HAMBURGERS
PINCHOS/KABOBS
FRENCH FRIES

FROZEN LEMONADE

FUNNEL CAKES WITH ASSORTED TOPPINGS

CHUROS

ASSORTED SODAS AND BEVERAGES

NOVELTY ICE CREAM

AND MORE.....

**PLEASE CALL FOR PRICING AND AVAILABILITY

PERFORMERS

PREMIER SHOW CLOWNS THEY DO ½ HOUR SHOW AND 1 HOUR OF FA	CE PAINTING	
AND BALLOONS IF TIME ALLOWS		300.00
SHOW ONLY	40MIN	250.00
FACE PAINTING / BALLOON ARTIST / TEN AVERAGE 20 CHILDREN PER HOUR	MPORARY T	ATTOO ART
	1HR	175.00
	2HR	275.00
	3HR	350.00
	4HR	425.00
AIRBRUSH / HENNA TATTOO ARTIST		·
	2HR	375.00
	EA ADD	175.00
JUGGLER/UNICYCLIST/STILTWALKER/M	IME	
	1HR	250.00
	EA ADD	150.00
CARICATURIST		
AVERAGE OF 18 DRAWINGS PER HOUR	1HR	225.00
 1	EA ADD	125.00
GAMEMASTER		
ORGANISED FIELD DAY GAMES // MUSICAL		
	11/2 HR	300.00

11/2 HR 300.00 EA ADD HR 150.00 PARTY DJ & KAROAKI CALL FOR PRICING

PONIES (2)

PETTING ZOO CALL FOR PRICING

TARROT CARD / ASTROLOGY READER2HR375.00MAGICIANS- SHOW/STROLLINGCALL FOR PRICING

ALL PERFORMERS HAVE AN ASORTMENT OF THEMED COSTUMES/MUSIC/ACTS



CARNIVAL GAMES LIST

PIG RACES

ROLLER BALL

MILK THE COW

ZOMBIE TABLE BOWLING

HOLE IN ONE GOLF

KNOCK THE DICE

RING TOSS

PRIZE WHEEL

TIC TAC TOE

CAN SMASH

MILK CAN TOSS

TABLE TOP MONEY MACHINE (NEED POWER)

FLIP A FROG

CACTUS TOSS

BEAN BAG TOSS

KNOCK THE TROLL

PING PONG TOSS

WASHER TOSS

CRAZY DRIVER

LUCKY HORSE SHOE CHALLENGE

PLINKO

POTTY TOSS

FRISBEE FETCH

COW PIE FLY

RESOLUTION No. 17-25

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AWARDING REQUEST FOR PROPOSALS #2016-44 "AMUSEMENT RIDES AND INFLATABLES" TO ALL STAR EVENTS; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT FOR THE PROVISION OF PROVIDING AMUSEMENT RIDES AND INFLATABLES FOR AN INITIAL PERIOD OF THREE (3) YEARS WITH TWO (2) ONE-YEAR RENEWALS FOR A TOTAL OF FIVE (5) YEARS, AND TO EXPEND BUDGETED FUNDS IN FURTHERANCE HEREOF; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on December 8, 2016, the City of Doral (the "City") issued Request for Proposal #2016-44, "Amusement Rides and Inflatable" (the "RFP"), which was advertised on the City's Website and DemandStar; and

WHEREAS, three (3) firms attended the mandatory pre-bid meeting held on December 22, 2016 and one (1) submittal was received on January 12, 2017 with the firm meeting the required criteria; and

WHEREAS, a public meeting was held on January 26, 2017 and scored the qualified respondent, based on a three hundred (300) point system including the potential extra points, as follows:

1. All Star Events

294.5 Points

WHEREAS, staff has recommended the City Council award the RFP to All Star Events and authorize City Manager to enter into an agreement with All Star Events to provide Amusement Rides & Inflatables for the City, for an initial period of three (3) year period with the option to renew for two (2) additional one (1) year periods, for a maximum total of five (5) years.

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

<u>Section 1.</u> Recitals. The above recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

Section 2. Award. The RFP is hereby awarded to All Star Events, subject to entering into an Agreement with the City. This Authorization does not create or confer any rights to All Star Events or any of the other ranked firms.

<u>Authorization to Procure Services.</u> The City Manager is hereby authorized to negotiate and enter into an agreement with All Star Events, for the provision of Amusement Rides & Inflatables for the City, with an initial term of three (3) years with the option to renew for two (2) additional one-year periods, for a maximum total of five (5) years, and to expend budgeted funds in furtherance hereof.

Section 4. 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 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 Councilmember Mariaca and upon being put to a vote, the vote was as follows:

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Pete Cabrera	Yes
Councilwoman Christi Fraga	Yes
Councilwoman Claudia Mariaca	Yes
Councilwoman Ana Maria Rodriguez	Yes

PASSED AND ADOPTED this 8 day of February, 2017.

JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:

COMNIÉ DIAZ, CMC CITY CLERK

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

WEISS, SEROTA, HELPMAN, COLE & BIERMAN, P.L.

CITY ATTORNEY