



**City of Doral
Parks and Recreation Department**

ENTERTAINMENT AGREEMENT

This Entertainment Agreement (the "Agreement"), dated this 2nd day of February 2024 2023, by and between The Miami Symphony Orchestra (the "Entertainer"), and the City of Doral, for the provision of a special performance by Entertainer for the City (the "Performance"), in accordance with the following terms and conditions:

1. **Entertainer:** The Miami Symphony Orchestra
2. **Nature of Performance:** Symphony Orchestra
3. **Date of Performance:** 02/24/24
4. **Performance Location:** Downtown Doral Park (8395 NW 53d St. Doral, FL 33166) (the "Location")
5. **Hours:** 5:30 PM (about 90 minutes performance) (the "Time")
6. **Compensation Amount:** \$10,000.00 (the "Fee")
7. **Payment:** (Provide name & address of the entity to which checks should be made payable)
Name: The Miami Symphony Orchestra
Address: 3900 North Miami Ave. First Floor, Miami FL 33127
8. **Completed IRS W9 Form:** (See attached) Yes No
9. **Musical / Technical / Sound / Lighting Needs:** Yes No
(Explain needs and manner provided) sound amplification, stage, 55 chairs on stage for musicians.
10. **Additional Terms & Conditions:**
 - A. Coordination; Manner of Performance. Entertainer shall furnish the Performance in coordination with the City's Parks & Recreation Director, who shall represent the City in administering this Agreement, unless otherwise directed by the City Manager. Entertainer shall furnish the Performance in accordance with the time limits set forth in this Agreement. Entertainer acknowledges and agrees that time is of the essence in providing the Performance and the Time frame(s) set forth herein must be strictly followed, unless otherwise directed by the Parks & Recreation Director.
 - B. Insurance. Entertainer shall furnish to the City, no later than five (5) days prior to the Performance, a certificate of insurance showing coverage of such type and with such limits as specified in Exhibit "A", which is incorporated here by this reference. Entertainer shall keep

such insurance in force through the end of the Performance. Failure to do so may cause the City to cancel this Agreement without notice to Entertainer. The City reserves the right to require additional insurance beyond that provided in Exhibit "A", if deemed necessary to adequately protect the City.

- C. Indemnification. Entertainer agrees to indemnify, defend, and hold harmless the City, its elected officials, officers, employees, agents, servants, and volunteers ("Indemnitees"), from and against any and all claims, demands, and/or causes of any kind, for any loss, damage, and costs, including, but not limited to, reasonable attorney's fees, that may be incurred by Indemnitees, as a result of the action(s), error(s), and/or omission(s) of the Entertainer and/or persons employed and/or contracted by Entertainer, in the provision of the Performance.
- D. Force Majeure. If Entertainer is unable to perform due to inclement weather, dangerous conditions, and/or other acts that are not the fault, and beyond the control, of either party, the City and Entertainer may agree to cancel this Agreement or to reschedule the Performance to a subsequent date on which the same or similar Performance may be needed by the City. If this Agreement is cancelled under this provision at least twenty-four (24) hours in advance of the Performance Time, Entertainer shall not be entitled to the Fee. Entertainer shall be entitled to fifty percent (50%) of the Fee if force majeure has prevented and/or stopped Entertainer from setting-up. Entertainer shall be entitled to one hundred percent (100%) of the Fee if Entertainer has commenced the Performance and force majeure has prevented the completion of the Performance.
- E. Sickness and Accidents. Entertainer's agreement to perform is subject to proven detention by sickness or accident. In the event of such non-performance, the deposit payment (if any) advanced to the Entertainer shall be returned promptly.
- F. Termination. In addition to the manners otherwise provided herein, the City may terminate this Agreement for any reason by providing Entertainer with notice no less than twenty-four (24) hours prior to the start of the Performance Time or immediate notice at any time if the City considers an act of the Entertainer and/or its agents to be violative of any provision of this Agreement and/or of local, state or federal law.
- G. Pyrotechnic Devices. No pyrotechnic devices shall be used without the prior express written consent of the City. Any such device shall be subject to applicable fire laws and shall be administered by a person with professional experience in pyrotechnics.
- H. Independent Contractor. Entertainer and its employees, volunteers, and agents shall be deemed independent contractors and not agents or employees of the City, and shall not have any rights or benefits generally afforded to employees, including, but not limited to, workers' compensation benefits.
- I. Assignment. Entertainer acknowledges that the City has contracted with Entertainer because of skills that are unique to Entertainer. This Agreement is not assignable without the express written consent of the City.
- J. License/Release. No recording, reproducing, and/or transmitting of the Performance is permitted, without prior consent of the City. Entertainer hereby gives the City a perpetual, limited license for, and general release of, any photographs, video recording, and/or any other form of audio visual recording, of the Performance, which the City may cause to be produced and used for promotional, publicity, and/or public information purposes. The City shall not otherwise use the image and likeness of the Entertainer without the Entertainer's express, written consent.
- K. Entertainer's Representations. Entertainer warrants and represents that it has all requisite rights, permissions, and authority, whether governmental or private, necessary to furnish the Performance. Entertainer also warrants and represents that it has not employed or retained any company or person, other than a bona fide employee working solely for the Entertainer, to solicit or secure this Agreement, and that it has not paid or agreed to pay any entity, other than a bona fide employee working solely for Entertainer, any fee, commission, percentage, gift, or other consideration, contingent upon the award or entering into of this Agreement.
- L. Performance Area. Entertainer represents and warrants that neither Entertainer nor any of Entertainer's musicians, technicians, (collectively, "Entertainer's Staff") shall: conduct Entertainer's and/or their performance in any area other than the stage provided by the City;

or deliberately encourage, either orally or by the hand or body movements, members of the audience to leave their seating areas.

- M. Records. Entertainer shall keep and maintain all records related to this Agreement and the Performance, which would ordinarily and necessarily be required to be kept by the City and to make such records available to the City and/or the public, as required by Chapter 119, Florida Statutes. Upon the City's request, the City shall have the right to review, request copies and audit such records at no cost to the City. The City may immediately terminate this Agreement if Entertainer fails to comply with this provision and Chapter 119, Florida Statutes.
- N. Miscellaneous. This Agreement can not be modified without the express, written mutual consent of the Parties. This Agreement shall be governed, interpreted, and enforced, in accordance with the laws of the State of Florida, without regard to conflict of laws provisions. Venue for any litigation arising out of this Agreement shall be in Miami-Dade County, Florida, in a court of competent jurisdiction. The parties hereby waive any right to trial by jury for any such litigation. This Agreement and any attached exhibits constitute the entire Agreement between the parties, which shall become valid when fully executed by the parties, either in one document or in counterpart. If any portion of Agreement is in conflict with any applicable law, such portion will become inoperative, but all other portions of Agreement will remain in force. The failure of any party at any time to insist upon strict performance of any condition, promise, agreement or understanding set forth herein shall not be construed as a waiver or relinquishment of the right to insist upon strict performance of the same condition, promise, agreement, or understanding at a future time.

The parties, by and through their duly authorized representatives, have executed this Agreement intending to be bound, as of the date of the final signature below.

Entertainer



 Name: Maricarmen Tredunlo
 Title: Finance Director
 Date: 2/2/24

Attest:

City of Doral



 Connie Diaz, City Clerk
 2/10/2024
 Date: _____

Francisco Rios

 Francisco Rios, Interim City Manager
 2/9/2024
 Date: _____

Approved as to Form and Legal Sufficiency

Valerie Vicente

 Valerie Vicente, City Attorney
 2/6/2024
 Date: _____

INSURANCE REQUIREMENTS

Successful Proposer shall maintain, at their sole expense and during the term of this agreement insurance requirements in accordance to:

I. Commercial General Liability

A. Limits of Liability

Bodily Injury & Property Damage Liability

Each Occurrence \$1,000,000

Policy Aggregate \$2,000,000

Personal & Advertising Injury \$1,000,000

Products & Completed Operations \$1,000,000

B. Endorsements Required

City of Doral listed as an additional insured

Contingent & Contractual Liability

Premises and Operations Liability

Primary Insurance Clause Endorsement

Explosion, Collapse & Underground Hazard

II. Business Automobile Liability

A. Limits of Liability

Bodily Injury and Property Damage

Combined Single Limit

Any Auto/Owned Autos or Scheduled Autos

Including hired and Non Owned Autos

Any One Accident \$1,000,000

B. Endorsements Required

City of Doral listed as an additional insured

III. Workers Compensation

Statutory- State of Florida

Employer's Liability

A. Limits of Liability

\$1,000,000 for bodily injury caused by an accident, each accident

\$1,000,000 for bodily injury caused by disease, each employee

\$1,000,000 for bodily injury caused by disease, policy limit

IV. Umbrella/Excess Liability (Excess Follow Form)

A. Limits of Liability

Each Occurrence \$2,000,000

Policy Aggregate \$2,000,000

City of Doral listed as an additional insured

The above policies shall provide the City of Doral with written notice of cancellation or material change from the insurer in accordance to policy provisions.

Companies authorized to do business in the State of Florida with the following qualifications shall issue all insurance policies required above:

The Company must be rated no less than "A-" as to management, and no less than "Class V" as to financial strength, by the latest edition of Best Insurance Guide published by A.M. best Company, or its equivalent. All policies or certificates of insurance are subject to review and verification by Risk Management.

Please Note: The Certificate shall contain a provision that coverage afforded under the policy will not be cancelled, or materially changed until at least thirty (30) days prior written notice has been given to the City. Certificates of insurance, reflecting evidence of the required insurance, shall be provided to the City, or in accordance to policy provisions. In the event the Certificate of Insurance provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the vendor shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverage for the balance of the period of the Agreement or extension hereunder is in effect.

RESOLUTION No. 22-18

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, WAIVING THE COMPETITIVE BID PROCESS PURSUANT TO SECTION 2-321 OF THE CITY'S CODE OF ORDINANCES; APPROVING AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH MIAMI SYMPHONY ORCHESTRA FOR THE PROVISION OF AN ANNUAL PERFORMANCE FOR A PERIOD OF TWO (2) YEARS WITH THE OPTION OF TWO (2) ADDITIONAL ONE (1) YEAR RENEWALS FOR A TOTAL OF FOUR (4) YEARS IN AN AMOUNT NOT TO EXCEED BUDGETED FUNDS PER FISCAL YEAR; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, The Miami Symphony Orchestra is now in its 32nd season and is Miami's professional symphony with 80 musicians from around the world representing the exceptional talent and multicultural nature of South Florida; and

WHEREAS, the mission of the Miami Symphony Orchestra is to present symphonic music of consistently high-performance standards to a culturally diverse audience, in a variety of settings and formats, with the aim of educating, engaging, and enriching the community of Miami; and

WHEREAS, the City of Doral Parks & Recreation Department has held the Miami Symphony Orchestra (MISO) performance at Downtown Doral Park annually since 2017; and

WHEREAS, the performance has become a signature cultural event for the City that allows the community to experience a world-class cultural performance, at little to no cost, when they may not otherwise had the opportunity to enjoy the Miami Symphony Orchestra; and

WHEREAS, pursuant to Sec. 2-321 of the City Code, The City Manager's Office respectfully requests approval from the Mayor and City Councilmembers to waive the competitive bid process by authorizing the City Manager to enter into an agreement with

Miami Symphony Orchestra for a period of two (2) years with the option of two (2) additional one (1) year renewals for a total of four (4) years for the provision of continuing to provide the annual performance in an amount not to exceed budgeted funds per fiscal year. Funding for this performance is budgeted under the Parks & Recreation Account 001.90005.500494 (Cultural Arts Program).

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 Mayor and City Councilmembers, pursuant to Section 2-321 of the City Code, approve the waiving of the competitive bid process and authorize the City Manager to enter into an agreement with Miami Symphony Orchestra for a period of two (2) years with the option of two (2) additional one (1) year renewals for a total of four (4) years in an amount not to exceed budgeted funds per fiscal year. Funding for this performance is budgeted under the Parks & Recreation Account 001.90005.500494 (Cultural Arts Program).

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

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

PASSED AND ADOPTED this 9 day of February, 2022.



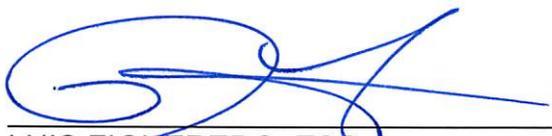
JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:



CONNIE DIAZ, MMC
CITY CLERK

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



LUIS FIGUEREDO, ESQ.
CITY ATTORNEY