

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF MIAMI BEACH  
AND  
ACT PRODUCTION INC.  
FOR EVENT PRODUCTION AND PROGRAMMING SERVICES**

This Professional Services Agreement ("Agreement") is entered into this \_\_\_\_ day of, 2020, between the **CITY OF MIAMI BEACH, FLORIDA**, a municipal corporation organized and existing under the laws of the State of Florida, having its principal offices at 1700 Convention Center Drive, Miami Beach, Florida, 33139 ("City"), and **ACT PRODUCTIONS, INC.**, A Florida corporation, whose address is 407 Lincoln Rd., Suite 302, Miami Beach, FL 33139 ("Producer").

**SECTION 1  
DEFINITIONS**

- Agreement:** This Agreement between the City and Producer, including any exhibits and amendments thereto.
- Additional Budget Allowance:** Funds derived from grants, sponsorships, merchandise sales, licensing or similar agreements obtained in connection with any Event, including (collectively, "Sponsorship Funds"), as may be approved by the City Manager in accordance with this Agreement.
- City Event Funding:** The City's total maximum contribution in the not to exceed amount of \$1,500,000, appropriated by the City Commission for daily programming and production of all of the Events during the Event Period, which City Event Funding shall be expended pursuant to the Event Budget approved by the City Manager, and subject to the terms of this Agreement. Any unused portion of the City Event Funding remaining at the conclusion of the Initial Term shall accrue solely to the City. .
- City Manager:** The chief administrative officer of the City. The term "City Manager" shall include the City Manager's designee.
- Event-Related Public Services:** Services provided for the event by Police, Fire, Sanitation, Parking, or any other City department, which shall be subject to appropriation of funds by the City Commission appropriation for such Event-Related Public Services, at the City's sole and absolute discretion.
- Event(s):** All events and programming produced and activated by the Producer pursuant to this Agreement, which Events shall be subject to the prior written approval of the City Manager or his designee, and if approved, incorporated as part of the Master Plan and Event Budget for the Event Period.

Event Budget:	The total estimate of revenues and expenditures for all aspects of the production and activation of the Events, which shall be subject to the City Manager's approval and shall include, without limitation, the City Event Funding and anticipated Additional Budget Allowance funding for the Events approved in the Master Plan. The budget shall include the estimate for all Event-related revenues, including concessions, sponsorships, license fees, and any other Event-related revenues, and all costs relating to the production and activation of the Events in accordance with the approved Master Plan, including site preparation costs, tents, fencing, signage, staffing, security and all programming elements. All City Event Funding shall be paid as reimbursable expenses, in accordance with this Agreement.
Event Period:	The event period for the initial term is expected to be from Thursday, February 20 through Monday, April 6, 2020, which Event Period may be extended to include the period corresponding with the date of any Event approved by the City Manager pursuant to this Agreement. The Event Period shall be amended to correspond with the Events in each Renewal Term, if any.
Event Site:	Lummus Park area of Miami Beach between 5 <sup>th</sup> and 11 <sup>th</sup> streets, including east of the dunes to the Atlantic Ocean, and west of the dunes to the western curbside of Ocean Drive, including all each surfaces. The Event Site shall be subject to City Managers final approval.
Exhibits:	The various exhibits attached to and incorporated in this Agreement and referred to as follows: Exhibit A: Producer's Scope of Services Exhibit B: Timeline & Deliverables Exhibit C: Reimbursable Event Expenses
Fee:	Amount paid to the Producer as compensation for Services, which may be paid based upon commission, as set forth in this Agreement.
Producer:	For the purposes of this Agreement, Producer shall be deemed to be an independent contractor, and not an agent or employee of the City. Producer may also be referred to as Contractor or Proposer in the Proposal Documents or Exhibits attached hereto.
Producer's Contingency:	The Producer's Contingency shall be that portion of the Event Budget available for use by the Producer in connection with this Agreement, to cover unforeseen circumstances or line item changes within the Event Budget.
Risk Manager:	The Risk Manager of the City, with offices at 1700 Convention Center Drive, Third Floor, Miami Beach, Florida 33139: telephone number (305) 673-7000, Ext. 6435: and fax number (305) 673-7023.
Services:	All services, work and actions by the Producer performed or undertaken pursuant to the Agreement.

Sponsorships: Shall mean fully executed written contracts procured by Producer, previously approved by the City in writing, including sponsorships, naming rights, and/or licensing agreements with respect to the activations, pursuant to the Agreement.

## **SECTION 2**

### **SCOPE OF SERVICES (SERVICES)**

- 2.1 In consideration of the Fee to be paid to Producer by the City, Producer shall provide the work and services as further described in Exhibit "A" hereto (the Services).
- 2.2 Producer's Services, and any deliverables incident thereto, shall be completed in accordance with this Agreement and the timeline and/or schedule in Exhibit "B" hereto.

## **SECTION 3**

### **TERM**

- 3.1 Following execution by the parties hereto, the term of this Agreement ("Term") shall commence on the last date that this Agreement is executed, and shall terminate on May 30, 2020 ("Initial Term"), with two (2) renewal options for a period of one (1) year each ("Renewal Terms"), which Renewal Terms may be exercised at the sole discretion of the City Commission upon a competitive bid waiver adopted by a five-sevenths vote of the city commission in accordance with Sec. 2-367 of the City Code, (a "Renewal Term"), and subject to an appropriation of funds, if any, approved by the City Commission.
- 3.2 Notwithstanding the Term provided herein, Producer shall adhere to any specific timelines, schedules, dates, and/or performance milestones for completion and delivery of the Services, as same is/are set forth in the timeline and/or schedule referenced in Exhibit "B" hereto.

## **SECTION 4**

### **COMPENSATION AND FUNDING**

- 4.1 City Event Funding: The City shall reimburse Producer for Event-related expenses, up to the not to exceed amount of \$1,500,000.00 for costs expended and paid by the Producer for daily programming and production of all of the Events during the Event Period. City Event Funding shall be expended pursuant to the Event Budget approved by the City Manager. All fees received by the Producer relating to the Events shall be deposited into a dedicated bank account controlled by Producer and established specifically for purposes of managing City Event Funding for the Events, and this dedicated bank account shall not be commingled with any other accounts or funds of the Producer or any third party. Producer shall provide City with copies of records of all activity on a monthly basis, and shall provide access to the City to view account activity at any time. Except for payment of Producer's Fee and the Producer Contingency, all other City Event Funding shall be reimbursed on a monthly basis. The City shall only reimburse Producer for actual costs incurred and previously expended for Events pursuant to the Event Budget. In no event shall the Producer apply any markup to amounts or invoices subject to reimbursement with City Event Funding. The Producer

shall submit to the City a monthly report itemizing any additional budget (sponsorships), as well as all expenses paid by Producer pursuant to the approved Event Plan and Event Budget along with supporting documentation as to invoices. The City shall reimburse Producer for amounts expended in accordance with the City approved Event Budget; provided, however, that individual line items in excess of \$50,000.00 shall require prior written approval from the City Manager.

- 4.2** Producer Fee. As full and complete compensation to the Producer for the Services provided hereunder, the City shall pay the Producer a fee in the amount of twenty percent (20%) of the City approved and expended Event Budget, as such Event Budget may be approved or amended in accordance with this Agreement ("Producer Fee"). The Producer Fee shall be demonstrated as a line item in the City Event Funding and shall be part of the City Event Funding. In no event shall the Producer Fee cause the City Event Funding to be exceeded. The Producer Fee for any Renewal Term, if any, shall be memorialized in an amendment to this Agreement duly approved and executed by the City and Producer. The Producer Fee will cover the following dedicated staff positions for the Event, as well as all direct and indirect administrative overhead and profit of the Producer:

Executive Producer: To supervise and coordinate all aspects of the event, from conception to execution. This can include developing concepts and ideas for the event, overseeing operations, directing staff and coordinating technical and production aspects.

Sponsorship Director: Responsible for sourcing and procuring sponsorships for the event. Top level negotiations and contracting.

Executive Assistant: Administrative functions, record keeping, meeting planning, filing and copying necessary documents.

Controller: Plans and direct the accounting operations of the Event, financial record keeping, responsible for submitting reconciliations to City of Miami Beach, accounts payable and receivable.

Event Director: Handling project from proposal to delivery, making sure the event is delivered in time and within budget, maintaining client relationships, securing supplies, staff and ensuring security at the event.

Event Manager: Perform tasks liaising with clients and suppliers, handling logistics, managing budgets and invoicing, organizing accreditation, managing risk, and presenting post-event reports.

Sponsorship Manager: Job duties include meeting stakeholder needs, managing and negotiations, overseeing communication with sponsors, aligning activations.

Programming Manager: Job duties, plans, arranges and oversees daily programmed events, negotiation with artist managers and agents, responsible for all rider needs, artist transportation, etc.

Graphic Designer : Handles the entire process of defining requirements, visualizing and creating graphics including illustrations, logos, layouts and signage.

Producer shall be compensated according to the following schedule for installment payments:

- City shall pay Producer 50% following the City Manager's approval of the Event Budget and the special event permit for the Event Site. **[Note: Staff should consider alternate fee structure for a lower front end payment.]**
- City shall pay Producer the balance of the Producer Fee (50%) once the Event has been completed and the Final Report has been submitted and approved by the City.

**4.3** City Appropriation Contingency. Notwithstanding any provision herein to the contrary, the City's obligations under this Agreement with respect to the City Event Funding or any portion thereof shall be subject to and contingent upon the City Commission approving and authorizing an appropriation of the full City Event Funding amount. In the event this contingency is not satisfied, and City does not obtain the necessary appropriation to fund the City Event Funding, City shall notify Producer in writing, and this Agreement shall be null, and void and City shall have no further obligations under this Agreement. Except as set forth herein, Producer hereby waives any other rights or remedies at law or in equity with regard to any matter arising out of this 4.3. The Producer shall not spend or encumber any of the City Event Funding until such time that the Producer is notified that the City Commission has approved and authorized an appropriation of the full City Event Funding amount.

**4.4** Producer's Contingency. The Event Budget shall include a line item in the amount of \$50,000.00 USD for the Producer's Contingency, which shall be funded as part of the City's Event Funding. The Producer's Contingency shall be that portion of the Event Budget available for use by the Producer in accordance with this Agreement, and subject to the City Manager's approval. In no event shall the use of the Producer Contingency cause any increase in the City Event Funding. Any unused Producer Contingency remaining at the completion of the Initial Term and each Renewal Term (if any) shall accrue solely to the City.

**4.5** The Event Budget. The City shall be responsible for contributing the City Event Funding, which funds, along with any Sponsorship Funds obtained, shall be used to cover all costs for the programming and activation costs of all the activations contemplated under this Agreement. In no event shall the City have any obligation to pay any amount in excess of the City Event Funding. Except as specified herein, in no event shall the Event Budget be amended, except with the prior written approval of the City Manager. Producer shall update the budget on a weekly basis, and shall conduct a weekly budget meeting with City staff, to keep the City apprised of the progress of the Events. The Producer may not enter into any contract or agreement with any vendor or sponsor except pursuant to the Event Budget, and provided that any contract or purchase in excess of \$50,000 shall be subject to the City Manager's prior written approval. In no event shall the Producer incur any costs that would cause for the Event Budget to be exceeded, and for the avoidance of doubt, in no event shall the City have or owe any liability or obligation to the Producer or any third-party for any costs in excess of the City Event Funding. Producer shall be solely responsible for all costs in excess of the City Event Funding, except as approved in accordance with the terms of this Agreement.

(i) As provided in Exhibit "A," Producer's Event Budget shall reflect the City Event Funding, Producer Fee and all other revenues Producer reasonably anticipates will be generated by the Events. If Producer secures sponsorship revenue or other revenue for the Events, such revenue shall be added to the Event Budget as an Additional Budget Allowance which amounts shall be in addition to the City Event Funding. Except for any fees or commissions due to the Producer for procuring sponsorships as provided in Section 4 of this Agreement, all Additional Budget Allowance funds must be directly applied to the Event Budget and used during the current fiscal year.

(ii) The Event Budget shall be prepared in such form and supported by such data to substantiate its accuracy as the City may reasonably require and shall not be modified or amended without the City Manager's prior written approval, which may be granted or withheld in the sole discretion of the City Manager; provided, however, that Producer shall be permitted to amend the Event Budget without the City Manager's approval to (a) use funds drawn from the Producer Contingency to increase a line item, or (b) increase any line item(s) by not more than five percent (10%) in the aggregate by decreasing any other line item(s) by not more than ten percent (10%) in the aggregate, or (c) decrease any line item to zero after the portion of the Event specified in such line item has been fully completed and actual savings have been achieved and increase the Producer Contingency by the amount of such actual savings, in each case, so long as no such amendment(s) or increases cause or contemplate any increase in the City Event Funding.

(iii) The City Event Funding shall include costs for which the City has agreed to be responsible under this Agreement, namely, the Event Budget, the Producer Fee and Producer's Expenses, including, but not limited to, programming costs.

(vi) Producer shall develop, program, implement and activate the Events pursuant to the City-approved Event Budget. Payment to Producer for any item not included in the Event Budget shall be subject to the prior written approval of the City Manager (and in such case, the Producer shall update the Event Budget to reflect the additional approved expenditure per the weekly budget meeting to ensure that at no issues that could result in budget overages, unless explicitly approved in writing by the City Manager). In no event shall City have any obligation to pay any amount for any item that was not included in the Event Budget or previously approved by the City Manager, in writing. If either City or Producer anticipate that the Event Budget may be exceeded, Producer shall be responsible for submitting a modified Master Plan to the City for its review, with proposed reductions to the scope of the activation of the Events (such as reductions with respect to its footprint, hours of operation, or programmatic plan), as may be necessary for the Events to be implemented within the Event Budget. Producer shall be solely responsible for all costs in excess of the City-approved Event Budget.

(v) Producer shall submit to the City its reimbursement requests for Event related expenses on no less than a monthly basis. All submitted expenses must be approved prior to this submission. Producer must provide the City with all applicable receipts/invoices and any other records reasonably required by the City Manager to substantiate each pre-approved reimbursable expense. No expense will be reimbursed within prior approval. City shall make payment to Producer for approved expenses in accordance with Section 4.10 of this Agreement, unless City has

requested additional supporting documentation, in which case, the City shall pay Producer for approved expenses within ten (10) days of receipt of such additional information as may be necessary to approve the reimbursement request at issue.

(vi) Any unspent budgeted amounts that remain in the Producer's bank accounts, including, but not limited to, surplus Event Budget or Additional Budget Allowance funds must be remitted to the City in full within thirty (30) days following the expiration of each Term.

- 4.6 Tickets: Daytime Events are intended to be free to the public. However, the City, in its sole discretion, retains all rights to determine whether an admission fee is to be charged for any Event produced pursuant to this Agreement. Prior to charging any admission fee, Producer must obtain the City's prior written approval, which shall include the approval of the amount of any admission fee. Any revenue received from the collection of admission fees will be considered an Additional Budget Allowance, with revenue being captured within the Event Budget. The Producer must keep clear accounting records for number of tickets sold and revenues accrued. The Producer will not be responsible for reporting or revenue collection for any tickets sold for events produced by Live Nation.

- 4.7 Sponsorships: Producer shall be solely responsible for identifying and procuring Sponsorships pursuant to the terms of this Agreement. Producer must present sponsorship opportunities to the Tourism and Culture Department in writing, prior to entering into any agreements with any sponsors, which shall be subject to the City Manager's approval. The City Manager has the right to decline, at the City Manager's sole discretion, any sponsorship proposal presented by the Producer. Producer may not enter into any agreement with a sponsor without the prior written approval of the City Manager. All Sponsorship Funds must be directly applied to the Event Budget as an "Additional Budget Allowance" unless otherwise approved by the City Manager, except those deductions which are to be paid to the producer based on fees or commissions, based on the terms outlined in this Agreement.

(i) Producer shall only be entitled to receive commissions for procuring sponsorship sources as follows:

20% for all sponsorships procured whether the Producer acts as the sole procurement officer or as a coordinator for a third party.

- 4.8 Final Accounting. Within thirty (30) days after the conclusion of the Events, the Producer shall provide the City with the final accounting for the actual costs and expenses for the production and activation of the Events pursuant to the Event Budget. City shall have the right to request all supporting documentation with respect to charges being billed to Producer under this Agreement. Producer's invoices shall include a date, supplier name, supplier contact info, and breakdown of charges. Producer is responsible for keeping proper records regarding expenses. Any expense without a proper record will not be considered part of the Event Budget, and the City will not be responsible for reimbursing the expense.

- 4.9 Third Party Programming/Concessions: The City and Producer anticipates that certain Events in connection with this Agreement may include individual programming or implementation in coordination with other local City venues and vendors, which shall include, but not be limited to, New World Symphony, Live Nation, or the Boucher

Brothers. The terms of any such arrangements, including but not limited to ticketing arrangements, ticket pricing, concessions, or any other aspect of the Events, shall be subject to City Manager's prior written approval, provided that the programming shall not cause for the Event Budget or the City Event Funding to be exceeded.

- 4.10** Invoicing: Producer may submit invoices for compensation no more often than on a monthly basis, but only after the Work for which the invoice is submitted has been satisfactorily completed and substantiated, as may be required by the City, through its City Manager or designee. Producer shall provide supporting documentation for past and current invoices, and cost itemizations for Reimbursable Expenses (by category). Upon receipt of an acceptable and approved invoice, payment(s) shall be made within thirty (30) days for that portion (or those portions) of the Services satisfactorily rendered (and referenced in the invoice). Invoices shall include a detailed description of the Services (or portions thereof) provided, and shall be submitted to the City at the following address:

City of Miami Beach  
1755 Meridian Ave, Suite 500  
Miami Beach, Florida 33139  
Attention: Matt Kenny, Director, Tourism and Culture Department

Upon completion of the Services, Producer's final payment shall require the prior written approval of the City Manager before disbursement of same.

## **SECTION 5** **TERMINATION**

### **5.1** **TERMINATION FOR CAUSE**

If the Producer shall fail to fulfill in a timely manner, or otherwise violates, any of the covenants, agreements, or stipulations material to this Agreement, the City, through its City Manager, shall thereupon have the right to terminate this Agreement for cause. Prior to exercising its option to terminate for cause, the City shall notify the Producer of its violation of the particular term(s) of this Agreement, and shall grant Producer fifteen (15) days to cure such default. If such default remains uncured after fifteen (15) days, the City may terminate this Agreement without further notice to Producer. Upon termination, the City shall be fully discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, this Agreement.

Notwithstanding the above, the Producer shall not be relieved of liability to the City for damages sustained by the City by any breach of the Agreement by the Producer. The City, at its sole option and discretion, shall be entitled to bring any and all legal/equitable actions that it deems to be in its best interest in order to enforce the City's right and remedies against Producer. The City shall be entitled to recover all costs of such actions, including reasonable attorneys' fees. In the event the City's Termination for Cause is determined to be wrongful or deficient by a Court of competent jurisdiction, such Termination for Cause shall be automatically converted to a Termination for Convenience, as provided in Section 5.2 of this Agreement.

### **5.2** **TERMINATION FOR CONVENIENCE OF THE CITY**

THE CITY MAY ALSO, THROUGH ITS CITY MANAGER, AND FOR ITS CONVENIENCE AND WITHOUT CAUSE, TERMINATE THE AGREEMENT AT ANY TIME DURING THE TERM BY GIVING WRITTEN NOTICE TO PRODUCER OF SUCH TERMINATION; WHICH SHALL BECOME EFFECTIVE WITHIN TEN (10) DAYS FOLLOWING RECEIPT BY THE PRODUCER OF SUCH NOTICE. UPON RECEIPT OF SUCH NOTICE FOR TERMINATION FOR CONVENIENCE FROM THE CITY, AND EXCEPT AS OTHERWISE DIRECTED BY THE CITY, PRODUCER SHALL IMMEDIATELY PROCEED WITH THE FOLLOWING OBLIGATIONS: (1) STOP ALL WORK RELATED TO THIS AGREEMENT; (2) PROMPTLY NOTIFY ALL VENDORS, CONCESSIONERS, SPONSORS, AND ALL THIRD-PARTIES IN CONNECTION WITH THIS AGREEMENT OF SUCH TERMINATION, CANCEL ALL CONTRACTS AND PURCHASE ORDERS TO THE FULLEST EXTENT POSSIBLE AND TAKE SUCH OTHER ACTIONS TO MINIMIZE COSTS FOR SUCH CANCELLATIONS; (3) IF SPECIFICALLY DIRECTED BY THE CITY, TO TRANSFER AND ASSIGN ALL RIGHT, TITLE AND INTEREST OF ANY CONTRACT, AGREEMENT, OR PURCHASE ORDER IN CONNECTION WITH THIS AGREEMENT TO THE CITY; AND (4) TAKE ANY ACTION THAT MAY BE NECESSARY, OR THAT THE CITY MAY DIRECT, TO MINIMIZE CITY COSTS AND PUBLIC SAFETY IMPACTS. IF THE AGREEMENT IS TERMINATED FOR CONVENIENCE BY THE CITY, PRODUCER SHALL SUBMIT FOR THE CITY'S REVIEW AND DETERMINATION, A FINAL TERMINATION PAYMENT PROPOSAL WITH SUBSTANTIATING DOCUMENTATION, INCLUDING AN UPDATED EVENT BUDGET, WITHIN 30 DAYS OF THE EFFECTIVE DATE OF TERMINATION. PRODUCER SHALL ONLY BE ENTITLED TO PAYMENT FOR NON-REFUNDABLE COSTS INCURRED AND EXPENDED PURSUANT TO THE EVENT BUDGET UP TO THE DATE OF TERMINATION.

ADDITIONALLY, IN THE EVENT OF A PUBLIC HEALTH, WELFARE OR SAFETY CONCERN, AS DETERMINED BY THE CITY MANAGER, IN THE CITY MANAGER'S SOLE DISCRETION, THE CITY MANAGER, PURSUANT TO A VERBAL OR WRITTEN NOTIFICATION TO PRODUCER, MAY IMMEDIATELY SUSPEND THE SERVICES UNDER THIS AGREEMENT FOR A TIME CERTAIN, OR IN THE ALTERNATIVE, TERMINATE THIS AGREEMENT ON A GIVEN DATE.

### **5.3 TERMINATION FOR INSOLVENCY**

The City also reserves the right to terminate the Agreement in the event the Producer is placed either in voluntary or involuntary bankruptcy or makes an assignment for the benefit of creditors. In such event, the right and obligations for the parties shall be the same as provided for in Section 5.2.

## **SECTION 6 INDEMNIFICATION AND INSURANCE REQUIREMENTS**

### **6.1 INDEMNIFICATION**

Producer agrees to indemnify defend, and hold harmless the City of Miami Beach and its officers, employees, agents, and contractors, from and against any and all actions (whether at law or in equity), claims (including copyright, patent or trademark infringement claims), liabilities, losses, and expenses, including, but not limited to, attorneys' fees and costs, for

personal, economic or bodily injury, wrongful death, loss of or damage to property, which may arise or be alleged to have arisen from the negligent acts, errors, omissions or other wrongful conduct of the Producer, its officers, employees, agents, contractors, or any other person or entity acting under Producer's control or supervision, in connection with, related to, or as a result of the Producer's performance of the Services pursuant to this Agreement. To that extent, the Producer shall pay all such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses and shall pay all costs and attorneys' fees expended by the City in the defense of such claims and losses, including appeals. The Producer expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Producer shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided.

## **6.2 INSURANCE**

A. Worker's Compensation Insurance as required by Florida, with Statutory limits and Employer's Liability Insurance, per accident for bodily injury or disease.

B. Commercial General Liability Insurance on an occurrence basis, contractual liability, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence.

C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$300,000 combined single limit per occurrence, for bodily injury and property damage.

D. Professional Liability (Errors & Omissions) Insurance appropriate to the Consultant's profession, with limit no less than \$100,000.

### **Additional Insured Status**

The City of Miami Beach must be covered as an additional insured with respect to liability arising out of work or operations performed by or on behalf of the Consultant.

### **Waiver of Subrogation**

Producer hereby grants to City of Miami Beach a waiver of any right to subrogation which any insurer of the Consultant may acquire against the City of Miami Beach by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether the City of Miami Beach has received a waiver of subrogation endorsement from the insurer.

### **Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than **A:VII**, unless otherwise acceptable to the City of Miami Beach Risk Management Office.

### **Verification of Coverage**

Consultant shall provide the required insurance certificates, endorsements or applicable policy language effecting coverage required by this Section. All certificates of insurance and endorsements are to be received prior to any work commencing. However, failure to obtain the required coverage prior to the work beginning shall not waive the Consultant's obligation to provide them. The City of Miami Beach reserves the right to require

complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

**Special Risks or Circumstances**

The City of Miami Beach reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

**Certificate Holder**

**CITY OF MIAMI BEACH  
c/o RISK MANAGEMENT  
1700 CONVENTION CENTER DRIVE  
MIAMI BEACH, FL 33139**

Compliance with the foregoing requirements shall not relieve the Consultant of his liability and obligation under this section or under any other section of this Agreement.

**SECTION 7  
LITIGATION JURISDICTION/VENUE/JURY TRIAL WAIVER**

This Agreement shall be construed in accordance with the laws of the State of Florida. This Agreement shall be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for the enforcement of same shall lie in Miami-Dade County, Florida. By entering into this Agreement, Producer and the City expressly waive any rights either party may have to a trial by jury of any civil litigation related to or arising out of this Agreement.

**SECTION 8  
LIMITATION OF CITY'S LIABILITY**

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action, for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of \$10,000. Producer hereby expresses its willingness to enter into this Agreement with Producer's recovery from the City for any damage action for breach of contract to be limited to a maximum amount of \$10,000.

Accordingly, and notwithstanding any other term or condition of this Agreement, Producer hereby agrees that the City shall not be liable to the Producer for damages in an amount in excess of \$10,000 for any action or claim for breach of contract arising out of the performance or non-performance of any obligations imposed upon the City by this Agreement.

Nothing contained in this section or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon the City's liability, as set forth in Section 768.28, Florida Statutes.

**SECTION 9  
OWNERSHIP OF DOCUMENTS**

**9.1** All materials, data, documentation, film, print, photographs, reports, final cuts, raw footage, and any other documents whether completed or partially completed and copyrights thereto for

productions produced in the performance of this Agreement or related to the Event Period programming, whether in paper or other hard copy medium or in electronic medium (except with respect to (1) copyrighted standard details and designs previously created or owned by the Producer, (2) materials owned by a third party and licensed to the Producer for use and reproduction, or (3) sponsors contact information procured solely by the Producer), shall become the property of the City (Project Documents). Producer shall deliver all such Project Documents to the City within thirty 30 days of completion of the Services (or within thirty 30 days of expiration or earlier termination of this Agreement as the case may be). However, the City may grant, at the City's sole discretion, an exclusive license of the copyright to the Producer for reusing and reproducing copyrighted materials or portions thereof as authorized by the City Manager in advance and in writing and as specified in Section 4.5 of this Agreement. In addition, the Producer shall not disclose release or make available any document to any third party without prior written approval from the City Manager. The Producer shall warrant to the City that it has been granted a license to use and reproduce any standard details and designs owned by a third party and used or reproduced by the Producer in the performance of this Agreement. Nothing contained herein shall be deemed to exclude the disclosure of any document, as may be required pursuant to the Florida Public Records Law, including without limitation, Chapter 119, Florida Statutes.

**9.2** The Producer is permitted to reproduce copyrighted material described above subject to prior written approval of the City Manager and as specified in Section 4.5.

**9.4** The City shall have the right to modify said Project Documents or any components thereof without permission from the Producer or without any additional compensation to the Producer. The Producer shall be released from any liability resulting from such modification.

**9.5** The Producer shall bind all subcontractors to the Agreement requirements for re-use of plans and specifications.

## **SECTION 10**

### **GENERAL PROVISIONS**

#### **10.1 AUDIT AND INSPECTIONS**

Upon reasonable verbal or written notice to Producer, and at any time during normal business hours (i.e. 9 a.m. – 5 p.m., Monday through Fridays, excluding nationally recognized holidays), and as often as the City Manager may, in his/her reasonable discretion and judgment, deem necessary, there shall be made available to the City Manager, and/or such representatives as the City Manager may deem to act on the City's behalf, to audit, examine, and/ or inspect, any and all documents and/or records relating to all matters covered by this Agreement, including financial records, agreements, bank accounts, invoices, and proof of payment of Event-related expenses pursuant to the Event Budget. Producer shall maintain any and all such records at its place of business electronically and at the address set forth in the "Notices" section of this Agreement.

#### **10.2 OFFICE OF INSPECTOR GENERAL AUDIT RIGHTS**

1. Pursuant to Section 2-256 of the Code of the City of Miami Beach, the city has established the Office of the Inspector General which may, on a random basis, perform

reviews, audits, inspections and investigations on all city contracts, throughout the duration of said contracts. This random audit is separate and distinct from any other audit performed by or on behalf of the city.

2. The Office of the Inspector General is authorized to investigate city affairs and empowered to review past, present and proposed city programs, accounts, records, contracts and transactions. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of witnesses and monitor city projects and programs, including this Agreement and any aspect of the Events. Monitoring of an existing city project or program may include a report concerning whether the project is on time, within budget and in conformance with the contract documents and applicable law. The Inspector General shall have the power to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process including but not limited to project design, bid specifications, (bid/proposal) submittals, activities of the Producer, its officers, agents and employees, lobbyists, city staff and elected officials to ensure compliance with the contract documents and to detect fraud and corruption.
3. Upon ten (10) days written notice to the Producer, the Producer shall make all requested records and documents available to the Inspector General for inspection and copying. The Inspector General is empowered to retain the services of independent private sector auditors to audit, investigate, monitor, oversee, inspect and review operations activities, performance and procurement process including but not limited to project design, bid specifications, (bid/proposal) submittals, activities of the Producer, its officers, agents and employees, lobbyists, city staff and elected officials to ensure compliance with the contract documents and to detect fraud and corruption.
4. The Inspector General shall have the right to inspect and copy all documents and records in the Producer's possession, custody or control which in the Inspector General's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements from and with successful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, (bid/proposal) and contract documents, back-change documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records and supporting documentation for the aforesaid documents and records.
5. The Producer shall make available at its office at all reasonable times the records, materials, and other evidence regarding the acquisition (bid preparation) and performance of this contract, for examination, audit, or reproduction, until three (3) years after final payment under this contract or for any longer period required by statute or by other clauses of this contract. In addition:

- i. If this contract is completely or partially terminated, the Producer shall make available records relating to the work terminated until three (3) years after any resulting final termination settlement; and
  - ii. The Producer shall make available records relating to appeals or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.
6. The provisions in this section shall apply to the Producer, its officers, agents, employees, subcontractors and suppliers. The Producer shall incorporate the provisions in this section in all subcontracts and all other agreements executed by the Producer in connection with the performance of this contract.
7. Nothing in this section shall impair any independent right to the city to conduct audits or investigative activities. The provisions of this section are neither intended nor shall they be construed to impose any liability on the City by the Producer or third parties.

### **10.3 ASSIGNMENT, TRANSFER OR SUBCONSULTING**

Producer shall not subcontract, assign, or transfer all or any portion of any work and/or service under this Agreement without the prior written consent of the City Manager, which consent, if given at all, shall be in the Manager's sole judgment and discretion. Neither this Agreement, nor any term or provision hereof, or right hereunder, shall be assignable unless as approved pursuant to this Section, and any attempt to make such assignment (unless approved) shall be void.

### **10.4 PUBLIC ENTITY CRIMES**

Prior to commencement of the Services, the Producer shall file a State of Florida Form PUR 7068, Sworn Statement under Section 287.133(3)(a) Florida Statute on Public Entity Crimes with the City's Procurement Division.

### **10.5 EQUAL EMPLOYMENT OPPORTUNITY**

In connection with the performance of the Services, the Producer shall not discriminate against any employee or applicant for employment because of race, color, national origin, religion, sex, gender identity, sexual orientation, disability, marital and familial status, or age.

### **10.6 CONFLICT OF INTEREST**

The Producer herein agrees to adhere to and be governed by all applicable Miami-Dade County Conflict of Interest Ordinances and Ethics provisions, as set forth in the Miami-Dade County Code, and as may be amended from time to time; and by the City of Miami Beach Charter and Code (as some may be amended from time to time); both of which are incorporated by reference herein as if fully set forth herein.

The Producer covenants that it presently has no interest and shall not acquire any interest, direct or indirectly, which could conflict in any manner or degree with the performance of the

Services. The Producer further covenants that in the performance of this Agreement, no person having any such interest shall knowingly be employed by the Producer. No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefits arising there from.

**10.7 FORCE MAJEURE.** Should City be unable to tender possession of the Event Site to Producer, or should Producer otherwise be unable to take possession of the Event Site, or present the Event(s) or to perform its obligations hereunder, when such failure, directly or indirectly, is caused by or in any manner arises from an Event of Force Majeure (defined herein), then neither Party shall have any liability under the Agreement. The term "Event of Force Majeure" shall mean any and all acts of God, strikes, lock-outs, acts of the public enemy, laws, rules and regulations of governmental or quasi-governmental entities, wars or warlike action, arrest or other restraint of government (civil or military), blockades, insurrections, riots, terrorism or terrorist threats, epidemics, earthquakes, hurricanes, storms, floods, washouts, fire or other casualty, civil disturbances, explosions, threats of bombs or similar interruptions, confiscation or seizure by any government or public authority, nuclear reaction, radioactive contamination, accidents, or any other causes, whether of the kind herein enumerated or otherwise that are not reasonably within the control or caused by the party claiming the right to delay the performance on account of such occurrence. The period of an Event of Force Majeure, and the suspension of obligations hereunder, shall extend to and include any period of time required to implement emergency preparations in advance of the Event of Force Majeure, the Event of Force Majeure itself, and the period of time following the Event of Force Majeure that may be required to restore the Event Site and/or remediate any delay, damage, loss, failure or inability to perform as a consequence of the Event of Force Majeure. Upon removal or cessation of the Event of Force Majeure, the parties' respective rights and obligations hereunder shall be reinstated; provided; however, that the declaration and notice of an Event of Force Majeure and subsequent cessation of the cause of such Event of Force Majeure shall not require the City to move forward with the Event(s) if, in the City Manager's reasonable belief, it will result in significantly diminished attendance and/or cancellations or such decision is determined to be in the best interest of the City.

## **SECTION 11**

### **NOTICES**

All notices and communications in writing required or permitted hereunder, shall be delivered personally to the representatives of the Producer and the City listed below or may be mailed by U.S. Certified Mail, return receipt requested, postage prepaid, or by a nationally recognized overnight delivery service.

Until changed by notice in writing, all such notices and communications shall be addressed as follows:

**TO PRODUCER:** ACT PRODUCTIONS  
407 Lincoln Rd, Ste 3021  
Miami Beach, Florida 33139  
Attention: Bruce Orosz, President/CEO

**TO CITY:** City of Miami Beach  
1700 Convention Center Drive  
Miami Beach, Florida 33139  
Attention: Matt Kenny, Director, Tourism and Culture  
Department

Notice may also be provided to any other address designated by the party to receive notice if such alternate address is provided via U.S. certified mail, return receipt requested, hand delivered, or by overnight delivery. In the event an alternate notice address is properly provided, notice shall be sent to such alternate address in addition to any other address which notice would otherwise be sent, unless other delivery instruction as specifically provided for by the party entitled to notice.

Notice shall be deemed given on the day on which personally served, or the day of receipt by either U.S. certified mail or overnight delivery.

## **SECTION 12**

### **MISCELLANEOUS PROVISIONS**

#### **12.1 CHANGES AND ADDITIONS**

This Agreement cannot be modified or amended without the express written consent of the parties. No modification, amendment, or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith. The City Manager, on behalf of the City, shall have authority to approve any changes to this Agreement, including any changes to the Scope of Services, so long as said changes do not exceed the monetary value of this Agreement.

#### **12.2 SEVERABILITY**

If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall not be affected, and every other term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

#### **12.3 ENTIRETY OF AGREEMENT**

The City and Producer agree that this is the entire Agreement between the parties. This Agreement supersedes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Title and paragraph headings are for convenient reference and are not intended to confer any rights or obligations upon the parties to this Agreement.

#### **12.4 PRODUCER'S COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW**

Pursuant to Section 119.0701 of the Florida Statutes, if the Producer meets the definition of "Contractor" as defined in Section 119.0701(1)(a), the Producer shall:

- a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service;
- b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter 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 to the City, at no City cost, all public records created, received, maintained and/or directly related to the performance of this Agreement that are in possession of the Producer upon termination of this Agreement. Upon termination of this Agreement, the Producer shall 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.

For purposes of this Article, the term "public records" shall mean all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business of the City.

Producer's failure to comply with the public records disclosure requirement set forth in Section 119.0701 of the Florida Statutes shall be a breach of this Agreement.

In the event the Producer does not comply with the public records disclosure requirement set forth in Section 119.0701 of the Florida Statutes, the City may, at the City's sole discretion, avail itself of the remedies set forth under this Agreement and available at law.

#### **12.5 PROHIBITIONS REGARDING SALE OR USE OF EXPANDED POLYSTYRENE FOOD SERVICE ARTICLES, SINGLE USE PLASTIC BEVERAGE STRAWS, AND SINGLE- USE PLASTIC STIRRERS.**

- 12.5.1 Producer hereby agrees and acknowledges that, pursuant to Section 82-7 of the City Code, as may be amended from time to time, Producer shall not sell, use, provide food in, or offer the use of expanded polystyrene food service articles (as defined in City Code Section 82-7) in City facilities or on City property, in connection with any services performed pursuant to this Agreement. A violation of this section shall be deemed a default under the terms of this Agreement. Notwithstanding the above, this section shall not apply to expanded polystyrene food service articles used for prepackaged food that have been filled and sealed prior to receipt by Producer.
- 12.5.2 Additionally, Producer agrees and acknowledges that, pursuant to Section 82-8 of the City Code, as may be amended from time to time, Producer shall not sell, use, provide food in, or offer the use of single-use plastic beverage straws or single-use plastic stirrers (as defined in City Code Section 82-8) in City facilities or on City property, in connection with any services performed pursuant to this Agreement. A violation of this section shall be deemed a default under the terms of this Agreement. Notwithstanding the above, the requirements of Section 82-8 shall not restrict Producer from providing a beverage with, or offering the use of, a single-use plastic beverage straw or single-use plastic stirrer to an individual with a disability or medical condition that impairs the consumption of beverages without a single-use plastic beverage straw or single-use plastic stirrer.

- 12.5.3 Additionally, Producer agrees to comply with Section 46-92(c) of the City Code, which provides that it is unlawful for any person to carry any expanded polystyrene product, single-use plastic beverage straw, or single-use plastic stirrer onto any beach or park within the City, or onto any city marina, pier, dock, or boat ramp. It is also unlawful for any business to provide single-use plastic beverage straws or single-use plastic stirrers with the service or delivery of any beverage to patrons on any beach within the City. Notwithstanding the above, the provisions in Section 46-92(c) that pertain to single-use plastic beverage straws and single-use plastic stirrers shall not apply to a person or patron with a disability or medical condition that impairs the consumption of beverages without a single-use plastic beverage straw or single-use plastic stirrer.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.**

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their appropriate officials, as of the date first entered above.

**FOR CITY:**

**CITY OF MIAMI BEACH, FLORIDA**

ATTEST:

By: \_\_\_\_\_  
Rafael E. Granado, City Clerk

\_\_\_\_\_  
Dan Gelber, Mayor

**FOR PRODUCER:**

**ACT PRODUCTIONS, INC.**

ATTEST:

By: \_\_\_\_\_  
Witness

\_\_\_\_\_  
Bruce Orosz

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

## Exhibit "A"

### Scope of Services

#### **A. Producer's obligations**

##### **1. Master Plan and Event Budget.**

- a. Within two (2) weeks following the execution of this Agreement, Producer shall develop and deliver to the City a proposed Master Plan (including site plan) and Event Budget for Producer's Events, each of which shall be subject to the City Manager's approval. If the City Manager or his or her designee provides any comments or rejects and components of the proposed Master Plan or Event Budget, Producer shall incorporate such comments and resubmit the Master Plan and/or Event Budget, as requested, in such a manner that would satisfy the City Manager or his designee.
- b. Subject to the City Manager's prior approval of the Producer's Master Plan and Event Budget, Producer's responsibilities shall include, and the Master Plan and Event Budget shall reflect, without limitation, the following:
  - i. Creation of event site map for the Events which, subject to the terms of this Agreement, may take place within the Event Site, as described in Section 1.
  - ii. Producer's Events shall commence no earlier than Friday, February 28, 2020, and terminating no later than on Sunday, March 29, 2020.
  - iii. Master Plan shall include a daily programming vision / run of show, broken down hour by hour, to clearly illustrate what programming will be taking place in the Event Site, for all of Producer's activations.
  - iv. Acquisition and programming of unique, innovative, imaginative and big ideas that will engage Miami Beach residents and tourists including artistic, sport-related, and/or health and wellness activities and related events.
  - v. Producer shall arrange for approved vendor concessions inside the enclosed Event Site map including food, beverages and alcohol, as may be approved by the City Manager. Producer shall be responsible for obtaining all required local, state, and federal approvals for vendor concessions approved by the City Manager. All sales of soft drinks or other beverages must be in compliance with the City's Coca-Cola contract, unless the City Manager, at his sole discretion, exercises any available City option to waive such requirements for the Event, if any waiver option is available. City shall have no responsibility, obligation or liability relating to vendor concessions. Producer is expected to work with City beach concessionaire(s) for operating concessions as mutually agreed upon by Producer, City of Miami Beach and Live Nation.

vi. Producer shall be solely responsible for ensuring that all vendors' services are provided in accordance with all applicable laws and permit requirements of any governmental agency with jurisdiction over the Event Site or the Events, including, without limitation, staging, audio / video, tents, tables, all food service, food handling, and alcoholic beverage and license regulations.

vii. Producer shall ensure all applicable federal, state and local approvals, permits, and licenses are obtained, including but not limited to building permits, electrical inspections, police and fire approvals, and any other approvals that may be required for any aspect of a proposed activation all within required timelines that do not negatively impact Event Period programming.

viii. Event Budget reflecting the reasonable costs of all of the elements of the Agreement including, but not limited to, the Producers Fee, the production of the Events in accordance with the Master Plan and the Agreement, and other funding such as Sponsorship Funds, ticket sales, or donations, if any, for the Events taking place within the Event Site. The Event Budget shall be in accordance with Section 4.6.

ix. The Events, and the programming, activities, location, and scheduled hours thereof, shall at all times be consistent with Section 12.6 of this Agreement and shall be subject to City Manager's approval. If either the City or Producer believe that the Event Budget may be exceeded, all modifications to programming or activation for the Events shall be subject to the City Manager's approval; provided, however, that if additional funding is not identified, Producer shall make such modifications to the Event or the scope thereof, as may be necessary to deliver the Event within the Event Budget.

## 2. Sponsorships

- a. Producer shall engage in sponsorship outreach, including the creation and execution of a strategic outreach plan for sponsor outreach including financial and in-kind sponsorships.
- b. Act as liaison between sponsors and City.
- c. Ensure that all entitlements promised to sponsors are fulfilled.
- d. Coordinate production of all materials for sponsors and third-party firms with the City and/or outside companies.
- e. Identify strategic partners, including media, corporations, civic and cultural organizations.
- f. Handle all immediate sponsor needs post-event and participate in all internal post-event meetings and conference calls.
- g. Develop sponsorship packages in coordination with City Communications Department and with the approval of the City Manager. No sponsorship agreement shall be entered into without the prior written approval of the City Manager.

3. Work with City to provide ideas and recommendations for the implementation of the Events.

3. Marketing & Promotion

Producer shall work with City's Communications Department and the Greater Miami Convention and Visitor Bureau teams to creation and implement effective marketing, public relations and social media plans and with the prior written approval of the City Manager or his or her designee. The name of the Event shall be subject to the City Manager, or his designee's, approval.

4. Production of Events

The Producer shall manage and produce, on behalf of the City, every aspect of the activations pursuant to the approved Event Budget, in accordance with Section 4 of this Agreement.

5. Logistics. Producer shall be responsible for the following:

- a. Creation and implementation of an efficient staffing and logistics plans.
- b. Vendor procurements and operations.
- c. Recruitment and management of volunteers and temporary event staff.
- d. Recruitment and coordination of programming partners.
- e. Development of a signage plan and the production of signage.
- f. Participate in all relevant meetings, conference calls and site visits.
- g. Staff (event and project managers) on site.
- h. Safety & emergency planning and training of all contracted staff.
- i. All safety and personal protection equipment for contracted staff.
- j. Should Producer utilize Good Will Ambassadors, Producer to secure additional Ambassadors to be trained by the City.
- k. Food & Beverage Concessions
- l. Liaise with all City Services including, but not limited to Police, Fire, Transportation, Parking, Emergency Management.

6. Additional Scope Requirements. Producer shall:

- a. Attend weekly meetings with the City of Miami Beach Tourism and Culture Department, Live Nation Entertainment and any other entity contracted by the City, on Event progress.
- b. Maintain books and records of all revenues, cost, expenditures and expenses incurred in the promotion and production of the Event and provide copies of these records to the City
- c. Conduct, along with the City, a post-event wrap-up meeting
- d. Provide a final, written narrative and financial report to the City
- e. The City, through its City Manager, shall retain oversight and approval of the final Event, promotional themes, venue and entertainment, which approval shall be in writing.

7. Final Report Deliverable

The Producer shall provide an "End of Project" report as its last responsibility to the project-geared to highlight the positives for the City of daily activities to engage local residents and tourist during the month of March, a high-volume time period, to drive tourism and increase hotel room occupancy, while reducing traffic impact and creating a new look and feel for Miami Beach during a period traditionally known as "Spring Break". The report shall endeavor to summarize the significance of the daily activations and will develop a photographic history of the project as well as a written narrative to capture the month of events in review. The report shall also provide analysis during the Event Period activation on the number of visitors to the city, the amount of media/PR exposure to the City and the cost of the Event Period programming with a preliminary and estimated statement of economic impact based on industry standards for projection.

8. With respect to each of the foregoing, Producer acknowledges that time is of the essence. Producer shall perform in accordance with the timeline set forth in Exhibit "B."

**B. City's Obligations**

1. As set forth in Section 4 of the Agreement, City shall pay the Producer's Fee, and shall provide the City Event Funding in support of the Events.
2. The Events shall be produced as a City event. As the Events are being produced on behalf of the City, Producer shall prominently incorporate City's logo and name as part of the branding of the Event Site and the activation of the Events, and Producer shall ensure City receives prominent recognition on all media or promotional platforms related to the Events, including, without limitation, during live commentaries where sponsors and/or Event participants are recognized during the Events.

City shall provide the following Event-related public services: police, fire, sanitation, ocean rescue, sand sifting, building, and concessionaire displacement fees ("Event-Related Public Services"), subject to and contingent upon City Commission appropriation of funding for such Event-Related Public Services, at its sole and absolute discretion of the City Commission. City of Miami Beach to require written approvals of all marketing and sponsorship collateral.

**Exhibit "B"**

**Timeline & Deliverables**

- A. Master Planning: Within two (2) weeks following execution of this Agreement
  - i. Deliverable: Producer shall develop a Master Plan and Event Budget for the Event Period in order to develop and present to the City for approval, including but not limited to a comprehensive calendar of events, marketing strategy, production time table, preliminary budget, sponsorship strategy, event management process, and event operations process, etc. Shall develop a timetable, marketing strategy, budget, media/PR element, signage and staffing of the City elements and parameters for each event. The Master Plan shall require the City's written approval by the City Manager.
  
- B. Event Period March 1 – 30, 2020
  - i. Deliverables: Producer shall coordinate no less than three (3) public events (example: Beach Clean Up, Fitness Programming, Sports Programming), daily during the Event Period between the hours of 8am – 4pm. Producer shall document and submit monthly reporting and monitoring evidence to include but not limited to financial statements, photos, event list, meeting attended, time sheets, and any other reports and/or details as the City deems reasonable to document performance of the Services, etc.
  
- C. Close Out, Final Report: May 31, 2020
  - i. Deliverables: The Producer shall provide an "End of Project" report that shall endeavor to summarize the major activities performed and events produced during the Event Period and will develop a photographic history of the month-long project as well as a written narrative to capture the Event Period in review. The report shall also provide analysis of the Event Period to include, but not be limited to, the number of visitors to the City, the amount of media/PR exposure to the City, and the total cost of the Events with a preliminary and estimated statement of economic impact based on industry standards. The End of Project report shall be due on or before May 31, 2020.