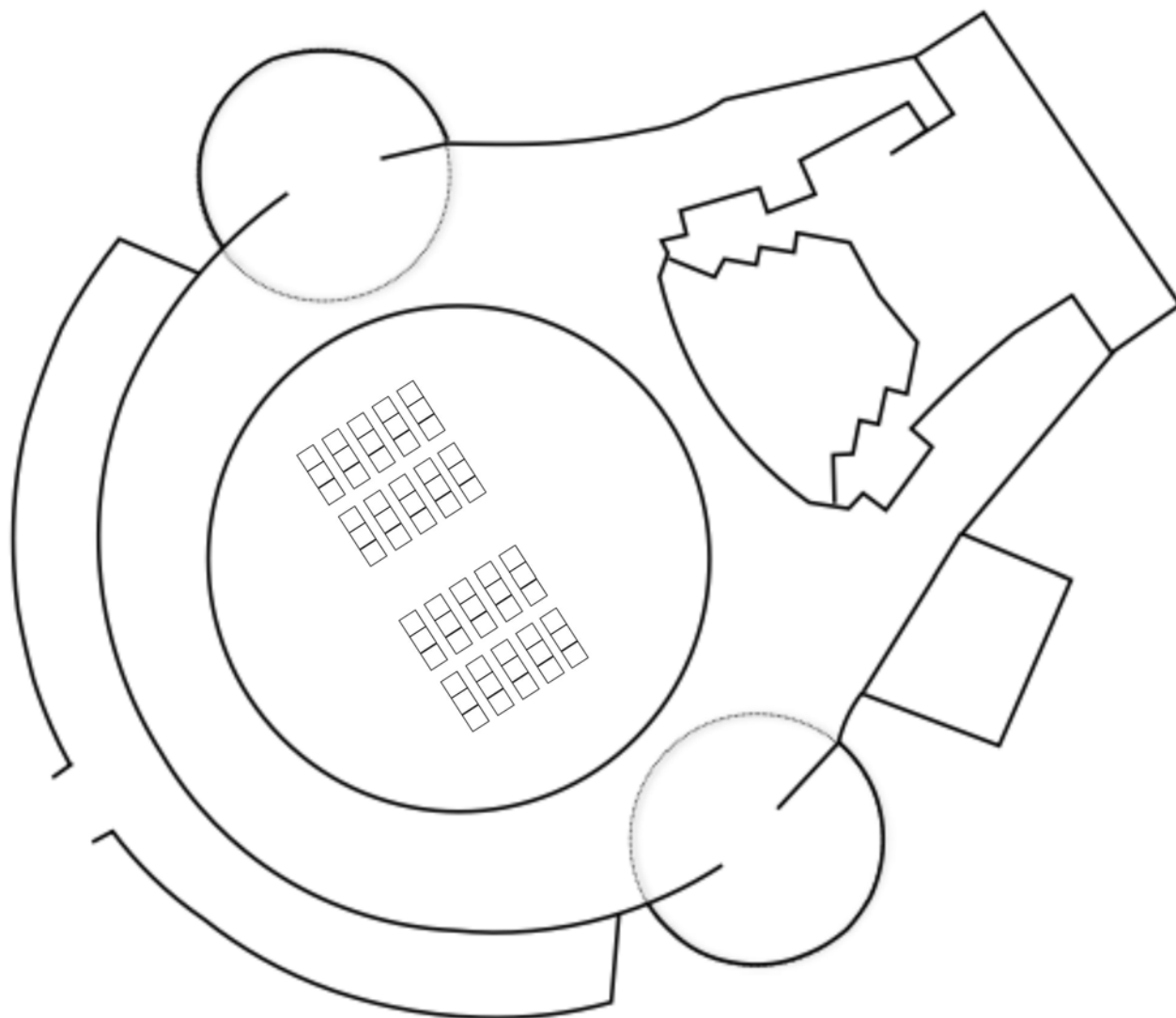


NORTH BEACH BANDSHELL SEATING LAYOUT, 60 SEATS



NORTH BEACH BANDSHELL HISTORY

Built in 1961 by Norman Giller and Associates, the North Beach Bandshell is an anchor of the North Shore Historic District. The historic district received its 2009 designation on the National Register of Historic Places based on the characteristic style of Miami Modernism (MiMo), a post-war modern style of architecture.

The open-air amphitheater sits near the site of the first structure on Miami Beach, the Biscayne House of Refuge, built in 1875. Families who lived and worked at the House of Refuge acted as life-savers, traveling up and down the beach after storms in search of castaways from the then common shipwrecks which would occur in the fast changing shoals and reefs of Biscayne Bay.

Since its construction, the Bandshell has served as a community center and gathering place for North Beach residents. Big bands would play on Saturday nights, creating an impromptu ballroom under the stars and in the echo of waves crashing on the shore. Famed variety TV show The Mike Douglas Show filmed on location here during the winter months. Benches were removed and the space was used as a roller skating rink.

For over fifty years the North Beach Bandshell has brought people together in the spirit of community, culture and entertainment

Thanks to a renovation in 2011, the space has been revived to its original splendor. Work on the site continues, with recent improvements to Bandshell Park and the construction of the neighboring Senior Center. Bandshell Park also features a mandala created by artist Kevin Arrow, memorializing the 50th anniversary of the Beatles' "British Invasion." Their first performance in the US was at the nearby Deauville Hotel. Pick-up volleyball games go on in the Beach Bowl courts, just behind the park, and beach goers can enjoy the Beach Walk, a wide paved path which currently connects Allison Park and its life-size turtle sculptures on 62nd Street and the quasi-wilderness of the North Shore Open Space Park on 79th Street.

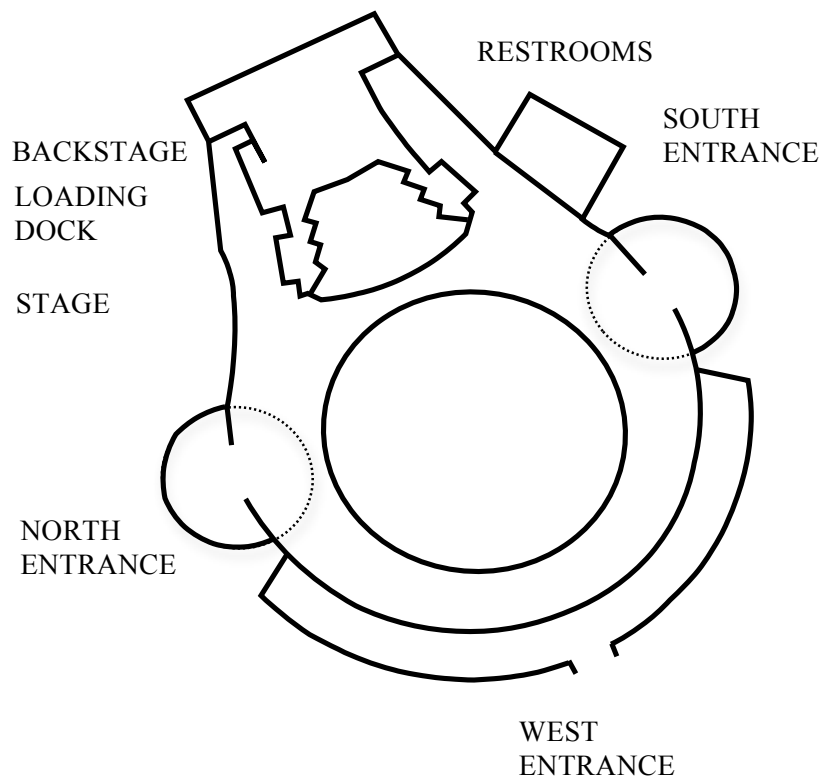
In 2014, under the guidance of Mayor Phillip Levine, management of the Bandshell was granted to the Rhythm Foundation, a Miami Beach based nonprofit with over 25 years of experience in producing quality cultural events in South Florida.

VENUE FLOORPLAN



The North Beach Bandshell is an open-air amphitheater located on the southeastern corner of Collins Avenue and 73rd Street in Miami Beach. The space is roughly circular, with a diameter of 115'. It has three entrance gates, labelled below, with direct access to Bandshell Park to the south. Restrooms for the audience are available.

The capacity of the venue is 1483 people. Aluminum benches are available for seating, as shown above, but can be removed or rearranged as desired. Aluminum bench seating is available for approximately 400 people. The venue is fully ADA accessible.



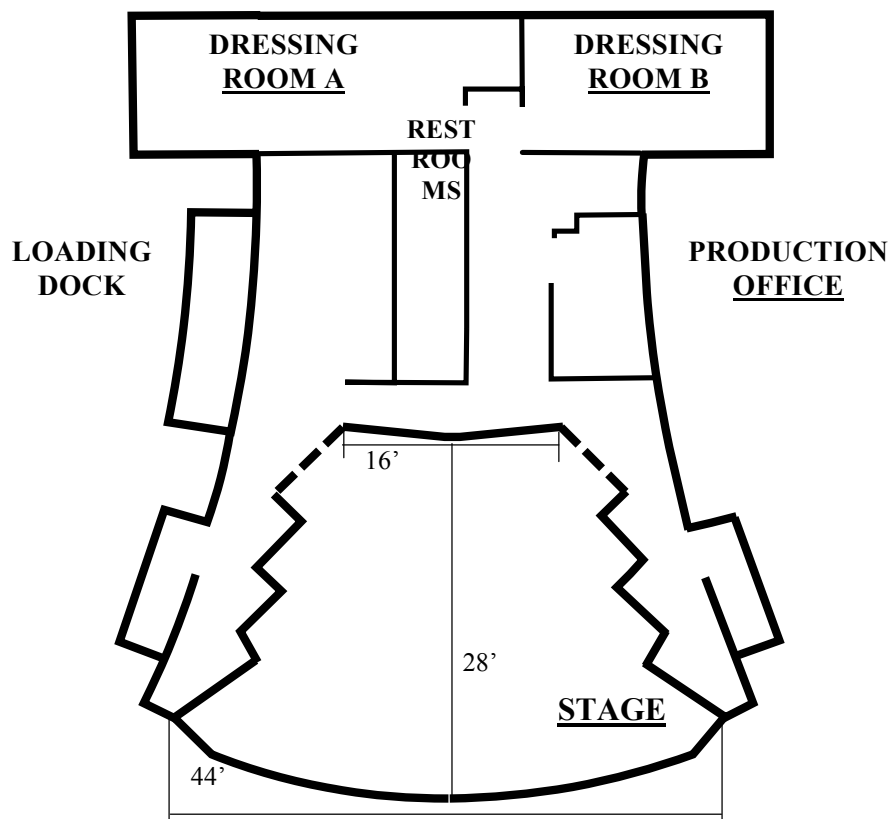


The Bandshell has a fully functional, ADA accessible, backstage space which features two dressing rooms which comfortably accommodate ten people each, lockers, private restrooms, and a storage/work space.

The stage is trapezoidal, 44' wide at front and 16' wide at the rear. There is a retractable curtain and rear projection screen.



Loading at stage level and parking for four vehicles (or two box trucks) is available on the north side of the building. In house lighting consists 11 RGB LEDs pipe-mounted across the front of the stage and twin, 3 LED lighting trees situated on the north and south towers. Lights are controlled by a hardwired Element theatre control board, located in the production office. Supplemental lighting from outside providers is allowed.



SITE PLAN

North Beach Bandshell rental only allows for activities within the walls of the amphitheater. Adjacent areas can also be activated.

Bandshell Park: Palm-lined walkways and green spaces provide a quiet and shaded respite from busy Collins Avenue. This park also features a Beatles-inspired mandala. (Administered by City of Miami Beach, requires Special Events Permit for activation)

Beach Bowl: This sandy open space is typically home to four volleyball courts, but can be activated as an event space. (Administered by City of Miami Beach, requires Special Events Permit for activation)

73rd Street / Ocean Terrace Promenade: This oceanfront promenade connects to the paved Beach Walk, a recreational trail that winds along the berm from 62nd Street to 79th Street.

The UNIDAD Senior Center is operated by UNIDAD and available for evening and weekend rentals.

GETTING HERE

The North Beach Bandshell is located at 7275 Collins Avenue, Miami Beach, FL 33141.

From I-95, take 79th Street exit (Exit 7) heading east. Follow NW 79th Street, across North Bay Causeway / JFK Causeway, as it becomes 71st Street in Miami Beach. Continue east to Collins Avenue (A1A). Turn left (north) on Collins Avenue. Venue will be two blocks up, on the right hand side.

Parking is available at municipal surface lots across the street. Metered parking - \$1.25 per hour, and free after 6 pm.

The North Beach Bandshell can be reached by MetroBus routes H, L, S, 115, 117, and 120.

Bike racks are available.

IN HOUSE AUDIO EQUIPMENT

SPEAKERS

- 12 Meyer MINA Powered Speakers
- 3 Meyer 700-HP Powered Subwoofers
- 4 QSC CMS12 Monitor Speakers

MIXING BOARD

- Yamaha QL5

WIRED MICS

- 8 Shure SM-58-LC for Voice
- 8 Shure SM-137 for Instruments
- Shure DMK57-52 for Drum Kit
- Stands & Cabling

WIRELESS MICS

- 4 Shure ULXD1 Bodypack Transmitters
- 8 Shure ULXD2 Handheld Transmitters
- 2 Countryman E6 Flex Omni Over-Ear Mic
- 2 Countryman B6 Lapel Mics

HEARING ASSISTANCE

- 32 Listen LR-300-072 Receivers The venue does not have any back line.

Renters must use the house system. No outside sound equipment is allowed.

MEDIA SERVICES

Media services are available through the venue, including high-quality digital audio recordings, multi-camera video recordings, and online live streaming.

- Stereo Line Recording: \$250
- 2 camera Video Shoot: \$1,250
- Live edited, Online Stream: \$2,500

Larger scale shoots are possible. Commercial media projects require payment of an origination fee of \$750. Renters are responsible for the appropriate clearances and releases by artists related to the recording and/or live stream.

RENTAL PROCEDURE

1. Rental Requests may be made online at NorthBeachBandshell.com. A Rental Request does not constitute a Reservation. After the North Beach Bandshell staff completes a review of the request you will be contacted with an answer.
2. If your Rental Request is approved, a \$500 security deposit is necessary to reserve a calendar date.
3. The venue rental rate must be paid in full in order to execute the rental contract. Events must be contracted before being announced to the public. Users must sign the contract, and pay the total rental fee, at least one month (30 days) prior to the event. Rental fee must be paid via Cash, Credit Card, Check, or Money Order payable to "The Rhythm Foundation." Payments via credit card incur a 3% surcharge.
4. Another Renter may challenge a reservation. The first User will have seventy-two (72) hours to return an executed contract with Rent paid in full for the date.
5. User shall provide the Bandshell's Administrative Office a Certificate of Liability Insurance with coverage limits as described in the Rental Agreement & Page 9 of this document at least 30 days prior to the event. This insurance will be at the expense of the User. All policies must name the following as additionally insured:

The Rhythm Foundation
407 Lincoln Road #6E, Miami Beach, FL 33139

The City of Miami Beach c/o Risk Management
1700 Convention Center Drive, Miami Beach, FL 33139
6. Any vendors on site for a production must return an Indemnification Agreement prior to event and are responsible for carrying all license and insurance needed to operate, with minimum coverage as described in the Rental Agreement & on Page 9 of this document.
7. Renter must provide the venue with all marketing materials, for inclusion in the North Beach Bandshell webpage, social media, and digital marquee. Venue retains the right to authorize all marketing materials. No materials deemed offensive will be permitted.
8. A production schedule, contact sheet & technical riders & equipment rentals must be provided to venue staff at least 14 Days prior to event.
9. All staffing costs must be confirmed with Venue Management and paid in full at least 7 Days prior to event.
10. Whenever admission is charged, the User shall furnish ten (10) complimentary tickets to venue.

RENTAL & STAFFING GUIDELINES

SECURITY DEPOSIT

All rental reservations require a \$500 Security Deposit. The Security Deposit may be withheld to cover the cost of any damage repairs, replacement or restoration, payment of any Additional Charges, or to defray any other unusual but reasonable expense borne by TRF as a consequence of Renter's use of the Facility and/or presentation of an Event. TRF shall return the Security Deposit, or the unexpended portion thereof, to the Renter upon full satisfaction of all of Renter's obligations hereunder within 14 days. Should the rental agreement be canceled within 60 days of the event, the Renter agrees to forfeit the full security deposit amount.

NON PROFIT RATE

Not for Profit Entities with a 501c3 classification, or residents of Miami Beach, may be eligible for our Non Profit Rental Rates

INCLUDED IN RENTAL RATE

Rental rate includes use of the facility during the Rental block & 3 courtesy hours for Set up & Break down as well as use of the in-house audio and basic lighting systems.

STAFFING MINIMUM

Minimum Staffing requirements include Technical, Janitorial, Security & Facility Management.

STAFFING ROLES & RESPONSABILITIES

Technical Staff includes FOH Engineer and Stage Technician

Janitorial Staff maintains the venue before, during and after the event.

Security Staff includes a minimum of 3 Guards on site for the entire duration the venue is in operation. Additional guards may be hired by the Venue at the Renter's expense based on the expected attendance and nature of event on a case by case basis.

Facility Management includes FOH Manager & Stage Manager.

Renters are responsible for contracting their own Front of House staff: ticket takers, ushers, merchandise sellers. If needed, these positions can be arranged by the venue at Renter's request based on the rates provided on Page 8.

SUPPLEMENTAL RENTALS

All additional equipment rentals (ie: backline, additional lighting, additional seating, etc.) are the sole responsibility of the Renter and subject to Venue approval, including delivery & pick up schedule.

CONCESSIONS

Concessions are managed by the venue in an exclusive agreement with Crown Cocktails.

RENTAL RATES

	FOR PROFIT	NON PROFIT
SECURITY DEPOSIT	\$500	\$500
VENUE DAYTIME RENTALS		
8:00am - 12:00pm	\$700	\$350
12:00pm - 4:00pm	\$700	\$350
8:00am - 4:00pm	\$1,000	\$500
VENUE NIGHTTIME RENTAL		
4:00pm - 10:00pm weekdays	\$1,250	\$750
4:00pm - 10:00pm Fri./Sat./Sun.	\$1,500	\$900
ADDITIONAL SET UP TIME	\$150	\$100
STAFFING		
Cleaning / Janitorial	\$300	
Administrative Staff	\$450	
Technical Staff	\$750	
Additional Technical Staff	\$35 per person / hour	
Security	\$25 per guard / hour	
Front-of-House Staff	\$20 per person / hour	

INSURANCE REQUIREMENTS

All productions and vendors which go into the Bandshell require General Liability Insurance with the following limits:

General aggregate	\$2,000,000
Products (completed operation aggregate)	\$2,000,000
Personal and advertising Injury	\$1,000,000
Per occurrence	\$1,000,000
Fire damage	\$100,000
Medical Expense	\$5,000
If vendor is dispensing alcohol:	
Liquor Liability (aggregate) Per	\$2,000,000
occurrence	\$1,000,000

Workers Compensation Insurance shall be required under the Laws of the State of Florida. If the vendor has less than three employees and thus is exempt from Worker's Compensation, a letter attesting to the fact must be submitted.

In every case, the following entities must be listed as additionally insured:

The City of Miami Beach
1700 Convention Center Drive
Miami Beach, FL 33139

The Rhythm Foundation
PO Box 398567
Miami Beach, FL 33239

HOUSE RULES

1. Events cannot create an impediment to the daily lives or operations of our neighboring residents, businesses, or public facilities.
2. The venue has ultimate control of amplified sound levels. The in-house audio equipment features limiters designed to control the volume of the presentation and Users are bound by these limits. At no time can these levels be exceeded.
3. No smoking is allowed backstage at any time.
4. No unauthorized personnel will be allowed backstage at any time.
5. Children must be chaperoned at all times.
6. No flammable material can be used at any time.
7. All equipment and/or scenery materials brought in for a production must be removed after the last performance, unless previously authorized to be dismantled the next day. Equipment left over may trigger additional charges.
8. Removal of lights from their original positions and settings is prohibited. Changing the position of lighting equipment, or reprogramming the lighting computer can only under the direction of venue technical staff.
9. Any and all personal contact information gathered at the North Beach Bandshell by a renter or 3rd party must be shared with The Rhythm Foundation.
10. STRICT CURFEW: The venue has a strict curfew of 10 pm. All events must finish by the curfew, without exception. Power to the stage will be cut at the curfew.
11. The City of Miami Beach bans the distribution of handbills throughout the City. Renter will not violate this ordinance #46-92, which can be read here.
12. Security Deposit will be returned after Bandshell Management confirms Renter has not caused damages to the venue, and has not incurred any additional costs including but not limited to overtime staff and rental costs, noise violations, and any other violations to the City code. _____
13. The City of Miami Beach Code #82-7 bans the use of polystyrene products in its facilities.
14. The City of Miami Beach has entered into a sponsorship agreement with Coca Cola Bottling through 9/1/21. Coca Cola is the exclusive provider of non-alcoholic beverages and coffee products.

List of Events April 2015 - March 2016

EVENT DATE	EVENT NAME	PRESENTER	ATTENDANCE	FREE
3/25/2015	Day at the Beach: Spam Allstars 20 years	Community Arts & Culture	1000	Yes
4/3/2015	Casa de Jesus	Casa de Jesus	250	Yes
4/4/2015	A Day at the Beach: Tomas Diaz	Community Arts & Culture	500	
4/10/2015	TransAtlantic Festival Day 1	TRF	900	
4/11/2015	TransAtlantic Festival Day 2	TRF	800	
4/18/2015	Don Pasquale	Miami Lyric Opera	500	Yes
4/22/2015	Food Trucks & Music Festival: Nativos Jammin Orchestra	CMB / TRF	400	Yes
4/25/2015	Private Wedding	Rental		
5/8/2015	Private Film Shoot: Arms & the Dudes	Warner Bros.		
5/14/2015	Dance Band Night: French Horn	TRF	500	Yes
5/16/2015	Shaun T Insanity	Coca Cola / CMB	500	Yes
5/27/2015	Food Trucks & Music Festival: Nativos Jammin Orchestra	CMB / TRF	400	Yes
6/11/2015	Dance Band Night: Conjunto Impacto	TRF	500	Yes
6/13/2015	Noche de San Juan	Mark Soto	700	
6/24/2015	Food Trucks & Music Festival: Mulder & MillionYoung	CMB / TRF	400	Yes
7/4/2015	Copa America Final	Bein Sports / Atlantic Broadband	1000	Yes
7/9/2015	Dance Band Night: Cornbread	TRF	300	Yes
7/22/2015	Food Trucks & Music Festival: Tremends	CMB / TRF	300	Yes
7/30/2015	Zumbathon	CMB	200	Yes
8/1/2015	Miami Beach Beer Festial	South Florida Food Festivals Group	350	
8/8/2015	Afroroots Festival	Community Arts & Culture	400	
8/13/2015	Dance Band Night: Aroze Troubadou	TRF	200	Yes
8/26/2015	Food Trucks & Music Festival: The Hong's	CMB / TRF	300	Yes
9/10/2015	Dance Band Night: Rose Max Samba	TRF	350	Yes
9/19/2015	Death to the Sun V	Death to the Sun	500	Yes
9/23/2015	Food Trucks & Music Festival: BleuJay & Kazoots	CMB / TRF	400	Yes
10/8/2015	Dance Band Night: Barrio Abajo	TRF	300	Yes
10/9/2015	Daybreak	Greater Minds	600	
10/10/2015	North Beach Salsa & Latin Music Festival	Almodovar Music LLC	400	Yes
10/17/2015	Mooncakes Festival	Afrobeta & Friends	850	Yes
10/18/2015	Italian HIT Week	TRF	600	Yes
10/28/2015	Food Trucks & Music Festival: Deaf Poets	CMB / TRF	200	Yes
10/29/2015	Roll-or-Dance	Miami Beach Dance Skaters Assoc.	200	Yes
11/6/2015	House of Creatives presents: Brazilian Girls	Gummdrops / Mishu	650	
11/12/2015	Dance Band Night: Slip & the Spin Outs	TRF	400	Yes
11/13/2015	Holiday Turkey Drive	Miami League of Cities	250	Yes
11/18/2015	City of Miami Beach Turkey Drive	CMB	1500	Yes
11/25/2015	Food Trucks & Music Festival: ArtOfficial	CMB / TRF	350	Yes
12/1/2015	Satellite Art Fair: Short Film Series	Satellite Art Fair	200	Yes
12/2/2015	Creem Magazine presents	Creem Magazine	250	Yes
12/4/2015	Satellite Art Fair: Music meets Art	Satellite Art Fair	350	Yes
12/10/2015	Dance Band Night: Sinatra's 100th Birthday	TRF	500	Yes
12/11/2015	Jack Daniels presents: Aterciopelados	Shock Ent	1000	
12/12/2015	Miami Symphony Orchestra Holiday Special	Miami Symphony Orchestra	300	
12/16/2015	Food Trucks & Music Festival: Cog Nomen & Sigh Kicks	CMB / TRF	300	Yes
12/18/2015	Elf U	Miami Gay Men's Chorus	500	
12/19/2015	Elf U	Miami Gay Men's Chorus	500	
12/19/2015	Holiday Toy Drive	Miami Beach Fire Dept	1000	Yes
1/9/2016	Miami Beach Baila	Miami Beach Baila	500	
1/14/2016	Dance Band Night: Nkumu Katalay	TRF	300	Yes
1/16/2016	Seaside Sessions: Marco Benevento	TRF	600	
1/23/2016	Seaside Sessions: Christian Scott /Hailu Mergia	TRF	750	
1/27/2016	Food Trucks & Music Festival: Bachaco	CMB / TRF	200	Yes
1/30/2016	Seaside Sessions: DRKWAV	TRF	750	
1/31/2016	Nu Deco Ensemble & Spam Allstars	TRF / Nu Deco Ensemble	600	
2/5/2016	Black History Month Celebration / Dance Recital	CMB Parks Dept	400	Yes
2/11/2016	Dance Band Night: Federico Britos	TRF	300	Yes
2/13/2016	Day at the Beach: Descemer Bueno	Community Arts & Culture	800	
2/14/2016	Day at the Beach: Virginia Key Grassroots Fest Preview	Community Arts & Culture	400	Yes
2/19/2016	Guitar Gods	Rising Force Records	800	
2/20/2016	Sing on the Beach	Miami Children's Chorus	250	Yes
2/24/2016	Food Trucks & Music Festival: Gold Dust Lounge	CMB / TRF	350	Yes
3/10/2016	Dance Band Night: Nathan and the Zydeco ChaCha's	TRF	400	Yes
3/12/2016	Beethoven at the Beach	Orchestra Miami	500	Yes
3/23/2016	Food Trucks & Music Festival: Oly & Virgo	CMB / TRF	350	Yes

List of Events
April 2015 - March 2016

31100

RESOLUTION NO. 2014-28874

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND ADOPTING OPERATIONAL GUIDELINES FOR THE NORTH SHORE BAND SHELL RELATING TO FACILITY HOURS AND USE OF AMPLIFIED SOUND.

WHEREAS, activation of the North Shore Band Shell (Band Shell) itself was one of the most mentioned action items during North Beach Revitalization public input meetings to provide entertainment to the residents of the area and to attract visitors to the area; and

WHEREAS, the Mayor's Blue Ribbon Panel on North Beach recommended that the City maintain more control over Band Shell sound, including a recommendation to acquire, install, and maintain a house sound system at the Band Shell and a review of other measures that would direct sound away from neighboring properties or absorb the sound before reaching these properties; and

WHEREAS, the City contracted with Edward Dugger and Associates, P.A. (EDA) for architectural acoustic and audio video system consulting services; and

WHEREAS, EDA conducted site visits and reviewed architectural plans for the facility to develop a sound modeling test and a preliminary recommended audio system equipment configuration, which was then tested during a concert produced by the Rhythm Foundation, Inc. on November 7, 2014 and November 8, 2014; and

WHEREAS, following the test, and in order to reduce the acoustic impact to the surrounding commercial and residential properties, EDA recommended a series of equipment, which included the use of a subwoofer and line array approach; setting the audio levels for the whole audio system at a maximum level of 105 dBC; and including a Studio Six Digital SPL Traffic Light program at the in-house mix position, allowing the Sound Pressure Levels to be monitored, as this software system will display green, yellow and red lights when sound exceeds the pre-established levels, and will further generate time graphs and recording of the event, isolating and identifying noise at a given point (collectively referred to herein as the "House Sound System"; and

WHEREAS, the City Administration recommends implementing the recommendation of EDA, which will significantly reduce noise intrusion experienced by the residents of the neighboring properties; and

WHEREAS, the City Administration also recommends approving the following operational rules, which would be incorporated into The Rhythm Foundation Management Agreement and would be required of any other user of the Bandshell:

Facility Hours:

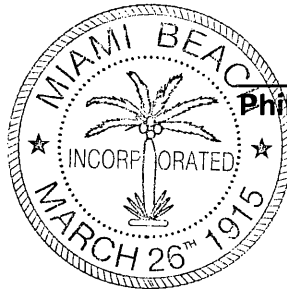
- From 10:00 am to 10:00 pm;
- City Manager has authority to extend hours on weekends (Fridays and Saturdays) to 11:00 pm, on a case by case basis;
- Shall only use House Sound System. Users may not rent or bring temporary sound equipment for any event; and
- Sound levels may not exceed 105 dBC.

NOW, THEREFORE, BE IT DULY RESOLVED THAT THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA hereby approve and adopt the Operational Guidelines for the North Shore Bandshell, as set forth herein, relating to the facility hours and use of amplified sound.

PASSED and ADOPTED this 17th day of December, 2014.

ATTESTED BY:




2/13/15
Rafael E. Granado, City Clerk




Philip Levine, Mayor

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APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION


City Attorney  2-6-15
Date

Condensed Title:

A Resolution Accepting The Written Recommendation Of The City Manager And Waiving, By 5/7th Vote, The Competitive Bidding Requirements, And Authorizing The City Manager To Negotiate And, If Successful, Execute A Contract With Pro Sound, Inc. To Furnish, Install, Test And Equalize An Audio And Visual System For The North Shore Bandshell, In An Amount Estimated At \$240,000; Finding Such Waiver To Be In The Best Interest Of The City.

A Resolution Approving And Adopting Operational Guidelines For The North Shore Bandshell Relating To Facility Hours And Amplified Sound.

Key Intended Outcome Supported:

Revitalize Key Neighborhoods, Starting with North Beach and Ocean Drive

Supporting Data (Surveys, Environmental Scan, etc.): N/A

Item Summary/Recommendation:

Activation of the bandshell itself was one of the most mentioned action items during North Beach Revitalization public input meetings. The public indicated that the bandshell is a special and unique attraction in North Beach and it should be a prominent feature utilized to provide entertainment to the residents of the area and to attract visitors to the area.

The Mayor's Blue Ribbon Panel on North Beach recommended the City to maintain more control over bandshell sound. This would include an effort to acquire, install, and maintain a house sound system at the bandshell and a review of other measures that would direct sound away from neighboring properties or absorb the sound before reaching these properties.

To that end, the City contracted with Edward Dugger and Associates, P.A. (EDA) for architectural acoustic and audio video system consulting services. EDA conducted site visits and reviewed architectural plans for the facility to develop a sound modeling test and a preliminary recommended audio system equipment configuration. This configuration was then used for a live test during a concert produced by the Rhythm Foundation on November 7 and 8. Following the test the modeling and equipment list were finalized (Attached, Exhibit 1). The final report included modifications following the observation experienced during the test.

The recommended subwoofer and line array approach will significantly reduce the acoustic impact to the surrounding commercial and residential properties. EDA also recommends that the audio levels for the whole audio system be set at a maximum level of 105 dBC and suggests including a Studio Six Digital SPL Traffic Light program at the in-house mix position. EDA also noted that not all of the sound created in the audience area by the crowd and the audio system is completely absorbed by this acoustic treatment. The upper levels of the Burleigh House and St. Tropez will hear the unabsorbed sound reflected (high frequency sound spectrum) off the rear curved wall. Ultimately, the sound system recommended by EDA will significantly reduce noise intrusion, especially the bass, experienced by the residents of the neighboring properties. However, it is virtually impossible to prevent all sound intrusion.

Sound Equipment Policy

Based on the results and recommendations of EDA the City Administration recommends requiring all future users of the bandshell, including Rhythm Foundation as part of their Management Agreement, to use a new house sound system as specified by EDA.

Purchase of Audio Visual Equipment

Pursuant to the City's ongoing contract for audio visual services, the Procurement Department requested quotes, from all pre-qualified contractors, for the purchase and installation of AV Equipment at the North Shore Band, as specified by EDA following the sound modeling and test. The request for quotes resulted in one response from Pro Sound, Inc. (Quote is attached). EDA has reviewed cost proposal and confirmed that it meets the requirements of the specifications as developed. Based upon the foregoing, the City Manager is recommending that the City furnish, install, test and equalize an audio and visual system meeting the specifications of the House Sound System for the Bandshell, and further recommends that the City Commission authorize a waiver of competitive bidding requirements and allow the Administration to negotiate a contract with Pro Sound, Inc. to complete said work.

Advisory Board Recommendation:

The Mayor's Blue Ribbon Panel on North Beach recommended in favor of a house sound system for the North Shore Bandshell to mitigate noise impacts to the surrounding residential buildings.

Financial Information:

Source of Funds:	Amount	Account
OBPI	1 230,000.00	North Beach Quality of Life Funds, but to be advanced from Resort Tax Contingency.
Total		

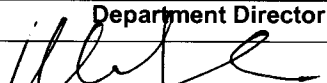
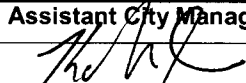
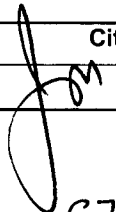
Financial Impact Summary:

Funding is available in Resort Tax Contingency to immediately fund this purchase. However, the intention is to fund this from North Beach Quality of Life Funds, which requires a capital budget amendment. If this item is approved, a Capital Budget amendment will be presented to the City Commission for consideration in January 2015. The Resort Tax Contingency is being used as an advance and will be repaid if the Capital Budget Amendment is approved.

City Clerk's Office Legislative Tracking:

Max Sklar, Tourism Cultural and Economic Development Director

Sign-Offs:

Department Director	Assistant City Manager	City Manager
		

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City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: December 17, 2014

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE WRITTEN RECOMMENDATION OF THE CITY MANAGER AND WAIVING, BY 5/7th VOTE, THE COMPETITIVE BIDDING REQUIREMENTS, AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND, IF SUCCESSFUL, EXECUTE A CONTRACT WITH PRO SOUND, INC. TO FURNISH, INSTALL, TEST AND EQUALIZE AN AUDIO AND VISUAL SYSTEM FOR THE NORTH SHORE BANDSHELL, IN AN AMOUNT ESTIMATED AT \$240,000; FINDING SUCH WAIVER TO BE IN THE BEST INTEREST OF THE CITY.**

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND ADOPTING OPERATIONAL GUIDELINES FOR THE NORTH SHORE BANDSHELL RELATING TO FACILITY HOURS AND USE OF AMPLIFIED SOUND.

ADMINISTRATIVE RECOMMENDATION

Approve the Resolution.

FUNDING

Funding is available in Resort Tax Contingency to immediately fund this purchase. However, the intention is to fund this from North Beach Quality of Life Funds, which requires a capital budget amendment. If this item is approved, a Capital Budget amendment will be presented to the City Commission for consideration in January 2015. The Resort Tax Contingency is being used as an advance and will be repaid if the Capital Budget Amendment is approved.

BACKGROUND

Activation of the Bandshell itself was one of the most mentioned action items during North Beach Revitalization public input meetings. The public indicated that the Bandshell is a special and unique attraction in North Beach and it should be a prominent feature utilized to provide entertainment to the residents of the area and to attract visitors to the area.

To this end, the Mayor's Blue Ribbon Panel on North Beach recommended the City first procure a firm to manage the Bandshell and be responsible for programming of the venue. Currently the venue is a rental facility available to anyone who wishes to pay the rental fee or to those providing free performances to the public. With an entity managing the facility and seeking

performers that will provide a diversity of entertainment and musical genres, the Bandshell will become a performance venue with appeal to a wider audience. Additionally, with a management entity in place, more control of performances is expected that will insure performances do not extend beyond the allowed time. On September 10, 2014, the City Commission approved Resolution No. 2014-28722 authorizing the Administration to enter into negotiations with the Rhythm Foundation, Inc. for management of the Bandshell pursuant to Invitation to Negotiate No. 2014-215-LR.

The second item is for the City to maintain more control over Bandshell sound. This would include an effort to acquire, install, and maintain a House Sound System at the Bandshell and a review of other measures that would direct sound away from neighboring properties or absorb the sound before reaching these properties. Currently renters of the facility generally bring and set up their own sound systems which are set up with no regard to sound effects on neighbors. There are no sound barriers in the park that would deflect or absorb sound currently either. These two initiatives should make the Bandshell not only a more vibrant venue, but a much better neighbor to nearby residential properties.

Acoustic and Audio/Visual Consultant

To that end, the City contracted with Edward Dugger and Associates, P.A. (EDA) for architectural acoustic and audio video system consulting services, through the City's ongoing contract for acoustical consulting services. EDA conducted site visits and reviewed architectural plans for the facility to develop a sound modeling test and a preliminary recommended audio system equipment configuration. This configuration was then used for a live test during a concert produced by the Rhythm Foundation. The equipment was installed and tested on November 7 and 8. EDA placed microphones, decibel meters and recorders at various locations in and around the facility. He also placed equipment on two (2) balconies at the Burleigh House and one at the St. Tropez Condominium. Following the test the modeling and equipment list were finalized (Attached, Exhibit 1). The final report included modifications following the observation experienced during the test.

The recommended subwoofer and line array approach will significantly reduce the acoustic impact to the surrounding commercial and residential properties. EDA also recommends that the audio levels for the whole audio system be set at a maximum level of 105 dBC and suggests including a Studio Six Digital SPL Traffic Light program at the in-house mix position. This program allows Sound Pressure Levels (SPL) to be monitored and will display green, yellow and red lights when sound exceeds pre-established levels. This software will also generate level over time graphs and a recording of the event so that at any given point any noise can be isolated and identified on the recording (all recommendations are collectively referred to herein as the "House Sound System").

It is also important to note that the windows in the Burleigh Condo, 7135 Collins Avenue, are original to the building's construction and do not offer any hurricane protection. Most newer building, like the St. Tropez immediately to the north of the North Shore Bandshell have impact resistant windows that in addition to their hurricane protection also significantly reduce the amount of sound within a condo unit from exterior noises. EDA stated that he spoke to several residents at the St. Tropez who have noted that the Bandshell noise levels are perceived as not loud and easily resolved by closing their windows. The St. Tropez is the same distance from the Bandshell as the Burleigh Condo. EDA reviewed the windows at the Burleigh house and estimated Sound Transmission Class (STC) rating is around 10 with the windows closed. Impact windows, properly installed, typically offer an STC rating in the 35 to 45 range.

EDA also noted that not all of the sound created in the audience area by the crowd and the audio system is completely absorbed by this acoustic treatment. The upper levels of the Burleigh House and St. Tropez will hear the unabsorbed sound reflected (high frequency sound spectrum) off the rear curved wall. Another contributing factor that will influence sound is wind speed and direction. During the test the wind conditions were <5 mph and out of the NE. This is very unusual for the Miami area with the winds typically 10 to 20 mph and from the SE. The low wind condition also increased the amount of sound being heard at the Burleigh House and St. Tropez Ocean Condos.

Ultimately, the sound system recommended by EDA will significantly reduce noise intrusion, especially the bass, experienced by the residents of the neighboring properties. However, it is virtually impossible to prevent all sound intrusion.

Purchase of Audio Visual Equipment

Pursuant to the City's ongoing contract for audio visual services, the Procurement Department requested quotes, from all pre-qualified contractors, for the purchase and installation of AV Equipment at the North Shore Band, as specified by EDA following the sound modeling and test. The request for quotes resulted in one response from Pro Sound, Inc. (Quote is attached). EDA has reviewed cost proposal and confirmed that it meets the requirements of the specifications as developed.

Pro Sound, Inc. was founded in Miami, Florida with an affiliate office located in Orlando, serving the United States. The company started business in 1975 to service live entertainment shows for the audio and theatrical lighting aspects of the performances. The company provides services to sports facilities, convention centers, hotels, nightclubs, theaters, meeting facilities, houses of worship, courtrooms, corporate boardrooms, schools, hospitals, universities and government facilities among others. The company's predominant area of operations is the Southeastern United States, with a representative amount of business conducted in the Bahamas, the Caribbean, Central and South America.

Pro Sound, Inc. designed and installed all the equipment in SoundScape Park, which is a state of the art system that has been very well received by the public.

Based upon the foregoing, the City Manager is recommending that the City furnish, install, test and equalize an audio and visual system meeting the specifications of the House Sound System for the Bandshell, and further recommends that the City Commission authorize a waiver of competitive bidding requirements and allow the Administration to negotiate a contract with Pro Sound, Inc. to complete said work.

Sound Equipment Policy

Additionally, based on the results and recommendations of EDA the City Administration recommends requiring all future users of the Bandshell, including Rhythm Foundation, as part of their Management Agreement, to use a House Sound System as specified by EDA. If adopted, users will NOT be permitted to rent and bring temporary sound equipment for any event in the Bandshell. Therefore, the City Administration recommends procuring a House Sound System for the facility and has requested quotes for the EDA specified system. During the time it takes to procure and install a new sound system, the Administration recommends requiring users to rent the EDA specified equipment instead of alternate equipment. The following are the recommended operational rules, which would be incorporated into The Rhythm Foundation

Management Agreement and would be required of any other user of the facility:

Facility Hours: Sunrise to 12:00 am (Midnight)

Amplified Sound and Live Entertainment:

- Permitted from 10:00 am to 10:00 pm (Friday and Saturday)
- Permitted from 10:00 am to 9:00 pm (Sunday - Thursday)
- Shall only use a House Sound System. Users may not rent or bring temporary sound equipment for any event.
- May not exceed 105 dBC

CONCLUSION

The Administration recommends the Mayor and City Commission of the City of Miami Beach, Florida, approve the Resolution accepting the recommendation of the City Manager to waive competitive bidding requirements and allow the Administration to negotiate with Pro Sound, Inc. to furnish, install, test and equalize an audio and visual system for the North Shore Bandshell in an amount estimated at \$240,000.

The Administration further recommends that the Mayor and City Commission approve a Resolution approving and adopting the operational guidelines set forth herein for the North Shore Bandshell relating to facility hours and use of amplified sound.

JLM:KGB:MAS

T:\AGENDA\2014\December\TCED\Bandshell Sound Equipment Memo.docx

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE WRITTEN RECOMMENDATION OF THE CITY MANAGER AND WAIVING, BY 5/7th VOTE, THE COMPETITIVE BIDDING REQUIREMENTS, AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND, IF SUCCESSFUL, EXECUTE A CONTRACT WITH PRO SOUND, INC. TO FURNISH, INSTALL, TEST AND EQUALIZE AN AUDIO AND VISUAL SYSTEM FOR THE NORTH SHORE BANDSHELL, IN AN AMOUNT ESTIMATED AT \$240,000; FINDING SUCH WAIVER TO BE IN THE BEST INTEREST OF THE CITY.

WHEREAS, activation of the North Shore Bandshell (Bandshell) itself was one of the most mentioned action items during North Beach Revitalization public input meetings to provide entertainment to the residents of the area and to attract visitors to the area; and

WHEREAS, with respect to the Bandshell, the Mayor's Blue Ribbon Panel on North Beach recommended that the City procure a firm to manage the Bandshell; and further recommended that the City acquire, install, and maintain a house sound system at the Bandshell, including a review of other measures that would direct sound away from neighboring properties or absorb the sound before reaching these properties; and

WHEREAS, on September 10, 2014, the City Commission approved Resolution No. 2014-28722, authorizing the Administration to enter into negotiations with the Rhythm Foundation, Inc. for the management and operation of the Bandshell, pursuant to Invitation to Negotiate No. 2014-215-LR; and

WHEREAS, the City contracted with Edward Dugger and Associates, P.A. (EDA) for architectural acoustic and audio video system consulting services; and

WHEREAS, EDA conducted site visits and reviewed architectural plans for the facility to develop a sound modeling test and a preliminary recommended audio system equipment configuration, which was then tested during a concert produced by the Rhythm Foundation on November 7, 2014 and November 8, 2014; and

WHEREAS, following the test, and in order to reduce the acoustic impact to the surrounding commercial and residential properties, EDA recommended a series of equipment, which included the use of a subwoofer and line array approach; setting the audio levels for the whole audio system at a maximum level of 105 dBC; and including a Studio Six Digital SPL Traffic Light program at the in-house mix position, allowing the Sound Pressure Levels to be monitored, as this software system will display green, yellow and red lights when sound exceeds the pre-established levels, and will further generate time graphs and recording of the event, isolating and identifying noise at a given point (collectively referred to herein as the "House Sound System"; and

WHEREAS, Pro Sound, Inc. is a Miami based firm specializing in providing service to live entertainment shows and venues for the audio and theatrical lighting aspects of the performances throughout the United States; and

WHEREAS, Pro Sound, Inc. designed and installed all the equipment in SoundScape Park, which is a state of the art system that has been very well received by the public; and

WHEREAS, the City Manager recommends implementing the recommendation of EDA, as it will significantly reduce noise intrusion experienced by the residents of the neighboring properties, and further recommends that it would be in the best interest of the City to waive the competitive bidding requirement, finding such waiver to be in the best interest of the City, and authorizing the City Manager to negotiate a contract with Pro Sound, Inc. to furnish, install, test, and equalize a House Sound System for the Bandshell.


NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH FLORIDA, that the Mayor and City Commission hereby accept the written recommendation of the City Manager and waive, by 5/7ths vote, the competitive bidding requirement, and further authorize the City Manager to negotiate and, if successful, execute a contract with Pro Sound, Inc. to furnish, install, test and equalize an audio and visual system for the North Shore Bandshell, in an amount estimated at \$240,000, finding such waiver to be in the best interest of the City.

PASSED and ADOPTED this _____ day of December, 2014.

Philip Levine, Mayor

ATTESTED BY:

Rafael E. Granado, City Clerk

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION


City Attorney 12/10/14
Date

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND ADOPTING OPERATIONAL GUIDELINES FOR THE NORTH SHORE BANDSHELL RELATING TO FACILITY HOURS AND USE OF AMPLIFIED SOUND.

WHEREAS, activation of the North Shore Bandshell (Bandshell) itself was one of the most mentioned action items during North Beach Revitalization public input meetings to provide entertainment to the residents of the area and to attract visitors to the area; and

WHEREAS, the Mayor's Blue Ribbon Panel on North Beach recommended that the City maintain more control over Bandshell sound, including a recommendation to acquire, install, and maintain a house sound system at the Bandshell and a review of other measures that would direct sound away from neighboring properties or absorb the sound before reaching these properties; and

WHEREAS, the City contracted with Edward Dugger and Associates, P.A. (EDA) for architectural acoustic and audio video system consulting services; and

WHEREAS, EDA conducted site visits and reviewed architectural plans for the facility to develop a sound modeling test and a preliminary recommended audio system equipment configuration, which was then tested during a concert produced by the Rhythm Foundation on November 7, 2014 and November 8, 2014; and

WHEREAS, following the test, and in order to reduce the acoustic impact to the surrounding commercial and residential properties, EDA recommended a series of equipment, which included the use of a subwoofer and line array approach; setting the audio levels for the whole audio system at a maximum level of 105 dBC; and including a Studio Six Digital SPL Traffic Light program at the in-house mix position, allowing the Sound Pressure Levels to be monitored, as this software system will display green, yellow and red lights when sound exceeds the pre-established levels, and will further generate time graphs and recording of the event, isolating and identifying noise at a given point (collectively referred to herein as the "New House Sound System"; and

WHEREAS, the City Administration recommends implementing the recommendation of EDA, which will significantly reduce noise intrusion experienced by the residents of the neighboring properties; and

WHEREAS, the City Administration also recommends approving the following operational rules, which would be incorporated into The Rhythm Foundation Management Agreement and would be required of any other user of the Bandshell:

Facility Hours: Sunrise to 12:00 am (Midnight)

Amplified Sound and Live Entertainment:

- Permitted from 10:00 am to 10:00 pm (Friday and Saturday)
- Permitted from 10:00 am to 9:00 pm (Sunday - Thursday)
- Shall only use House Sound System. Users may not rent or bring temporary sound equipment for any event.
- May not exceed 105 dBC; and

NOW, THEREFORE, BE IT DULY RESOLVED THAT THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA hereby approve and adopt the Operational Guidelines for the North Shore Bandshell, as set forth herein, relating to the facility hours and use of amplified sound.

PASSED and ADOPTED this _____ day of December, 2014.

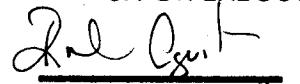
Philip Levine, Mayor

ATTESTED BY:

Rafael E. Granado, City Clerk

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APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION



City Attorney

12/10/14

Date



EDWARD DUGGER + ASSOCIATES, P.A.
Consultants in Architectural Acoustics

PROJECT MEMORANDUM

Date: 18 November 2014

To: Max A. Sklar, Director

MIAMI BEACH TOURISM, CULTURE AND ECONOMIC
DEVELOPMENT DEPARTMENT
1755 Meridian Avenue, Suite #500
Miami Beach, FL 33139

From: Edward Dugger, AIA ASA NCAC INCE
Emily Schilb, Assoc. AIA, ASA

Re: **Architectural Acoustic and Audio Video System Consulting Services**
North Miami Beach Bandshell, Miami Beach, Florida
ED+A 14703

Number of pages included with this sheet: 9

Max,

Edward Dugger + Associates (ED+A) was on site for the Caparezza concert at the North Shore Bandshell on the 8th of November and based on that event have the following recommendations for the Audio Video System improvements.

The concert ran at a sound level typically between 90 to 95 dBA with the occasional peak at 97 dBA. The ambient sound level along Collins Avenue before and after the concert was around 60 to 65 dBA with occasional peaks of 80 with loud cars and trucks and 95 with ambulances/fire trucks going by. The sound level on the Penthouse Level of the Burleigh House ran between L90 = 48 dBA and L10 = 62 dBA for the same time period. L90 and L10 are values that represent the sound level that is exceeded for 90% and 10% of the measurement duration. They typically represent background (L90) and peak (L10) levels respectively. See sound level graphs measured at the Band Shell and on the Burleigh House balcony on the following page.

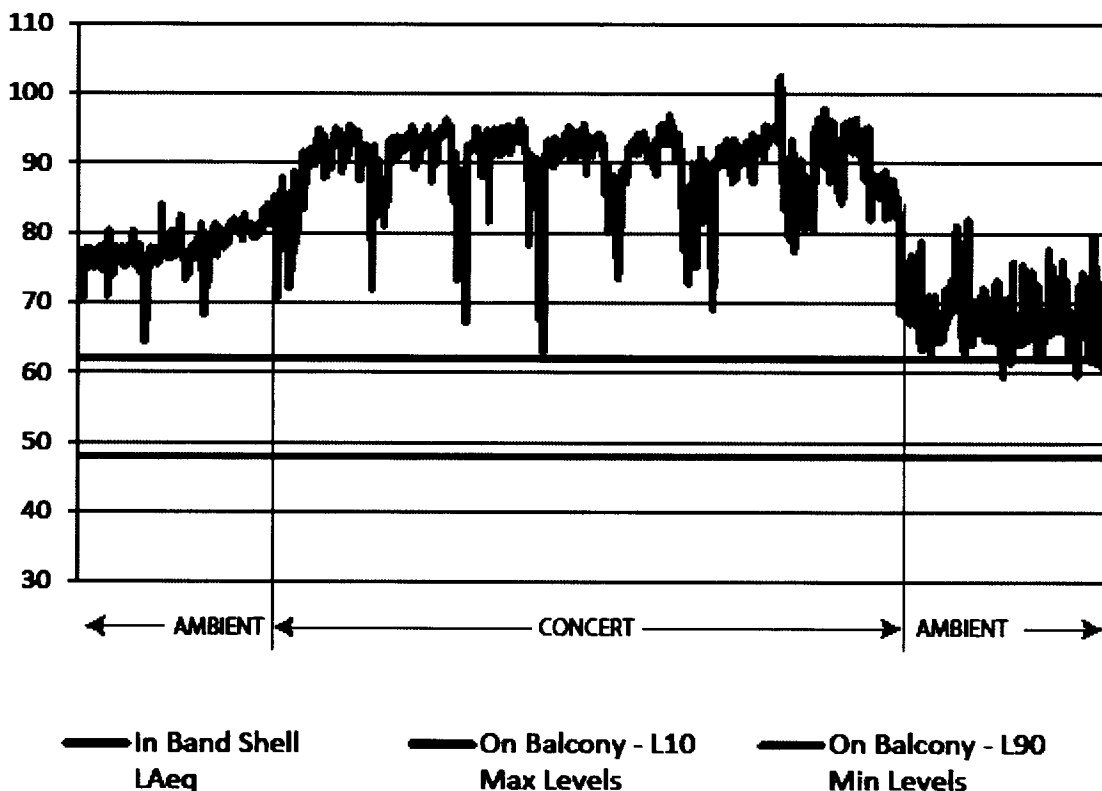
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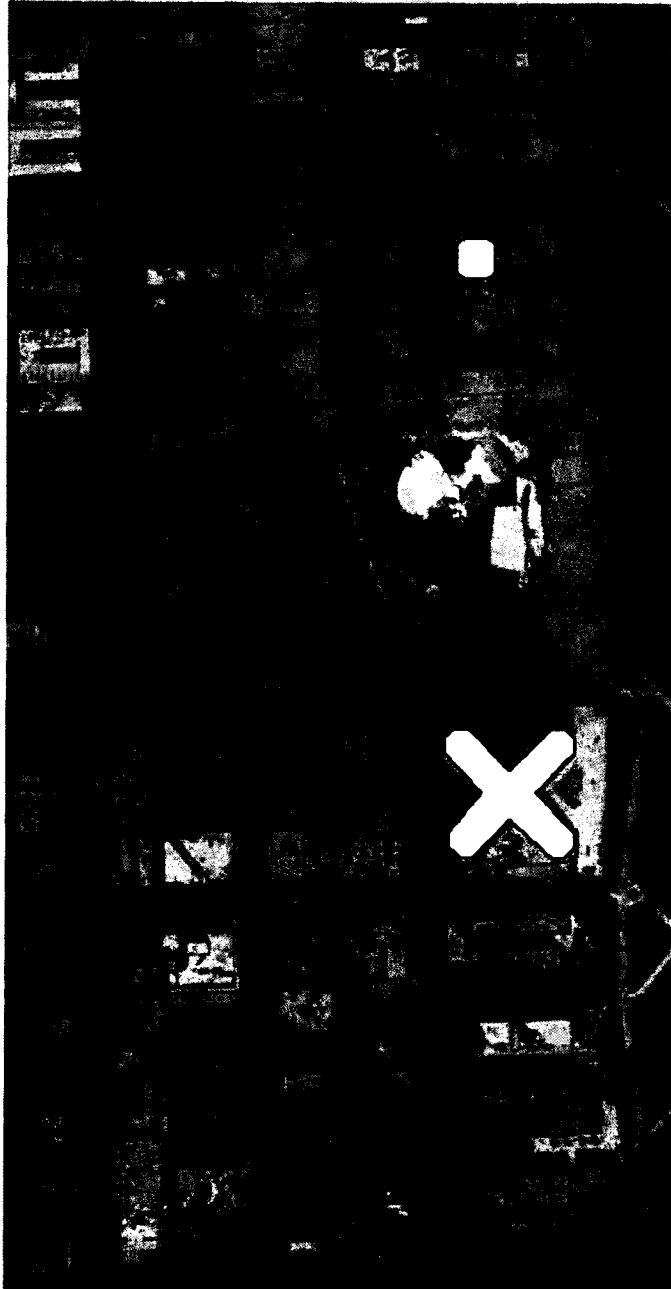
The sound levels of 90 to 95 dBA are the same level experienced from a large orchestra (80 to 100 members) and even less than a marching band (95 to 100 dBA) would be if playing in the North Shore Bandshell without any amplification (acoustic).



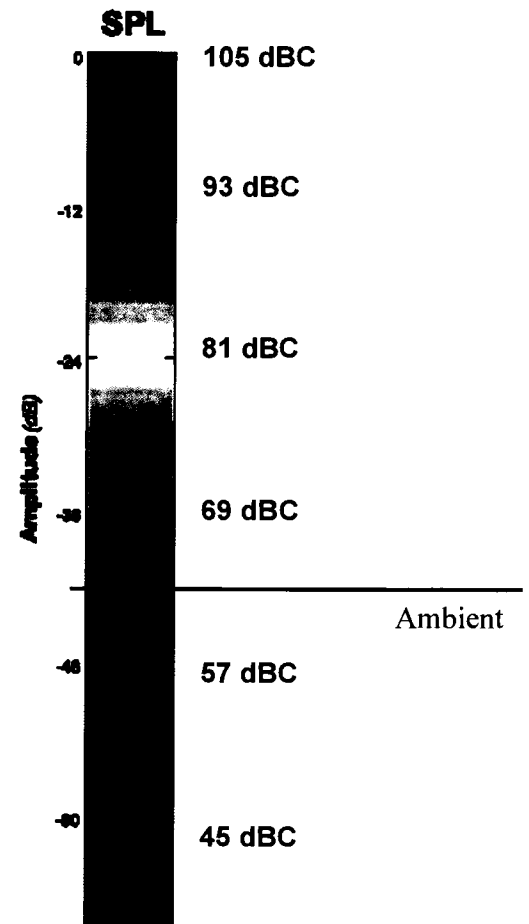
Subwoofer Configuration

The nature of the sound generated by the subwoofers in a large audio system allows the low frequency sound to travel further and affect structures more efficiently than the mid and high frequencies. Typically, at low frequencies (100 Hz and below) the sound radiates from the subwoofer (which typically range from 30 to 125 Hz) in all directions evenly, it is omni-directional. The location of the bandshell in relation to the other nearest residential buildings means that special measures need to be taken to manipulate this low frequency sound so that it is not bothersome to the residents in those buildings. In Image 1 below, it is clear that a single subwoofer will direct sound

in all directions and reach both residential buildings to the north and south, 300 and 400 ft away respectively.



[Image 1] – Single Meyer UMS-1P Subwoofer - omnidirectional



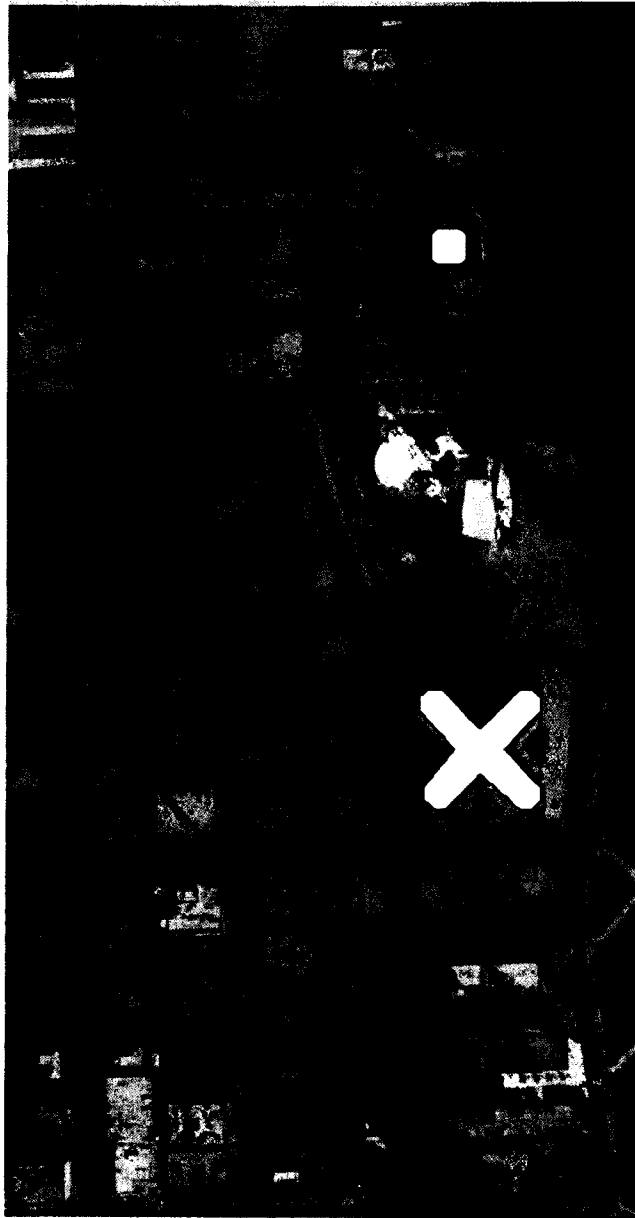
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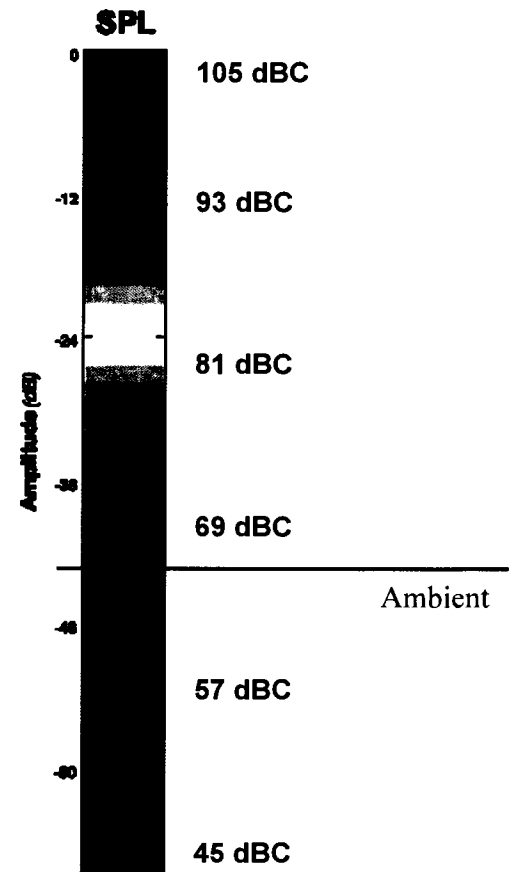
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By adding another subwoofer behind the original source subwoofer and reversing its phase, the low frequency sound radiating from the rear of the subwoofer is cancelled creating a cardioid throw pattern for the subwoofer. This is a very common approach to low frequency cancellation, however this rear cancellation is not enough, as the sides of the cardioid throw pattern are still reaching and affecting the residential buildings. See Image 2 below.



[Image 2] – Two Meyer UMS-1P Subwoofer's in a Cardioid Array



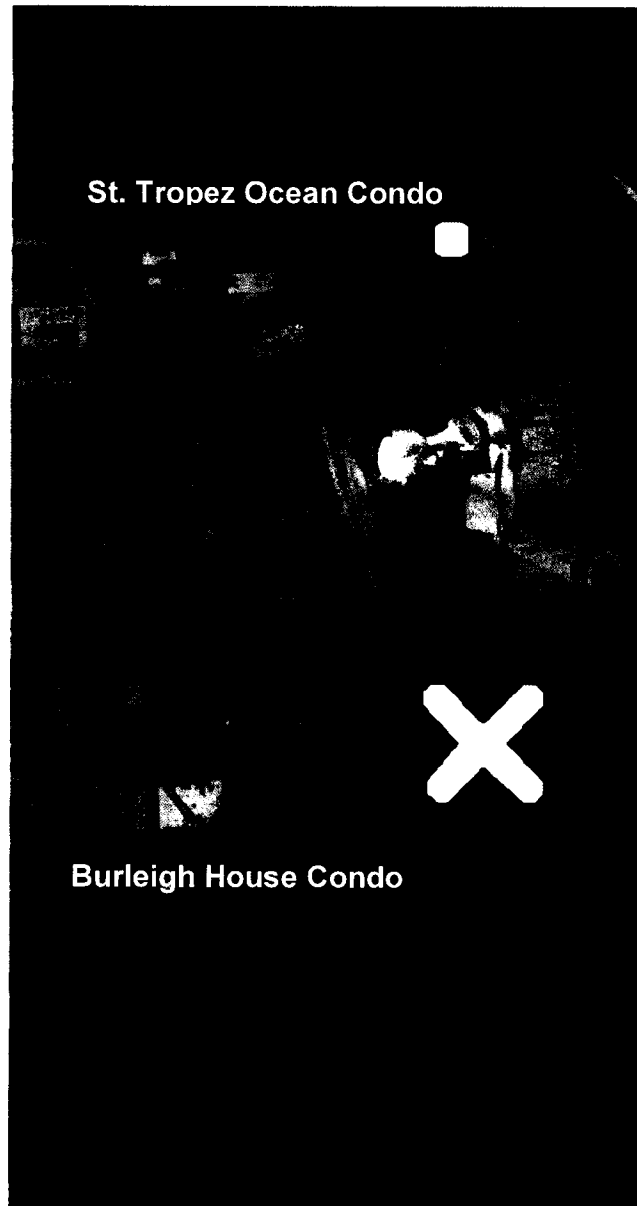
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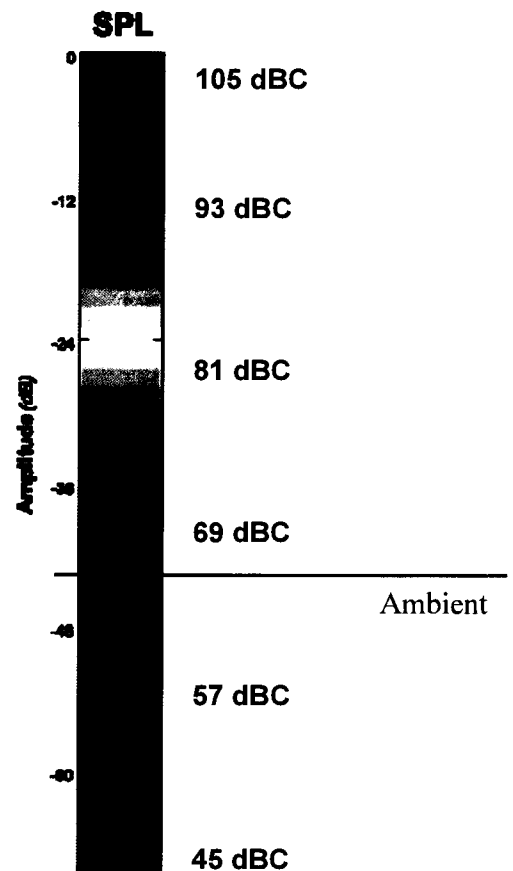
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We suggest placing three subwoofers in such a way that the two reversed-phase subwoofers will cancel the low frequency sound in a figure eight pattern, sending the majority of the sound to the front and the back of the speaker, not to the sides. The residential buildings to the north and south will be minimally affected, and the band shell itself will shadow and contain the sound radiating from the rear of the subwoofers. See Image 3 below.



[Image 3] – Three Meyer UMS-1P Subwoofer's in a Diagonal Array





EDWARD DUGGER + ASSOCIATES, P.A.
Consultants in Architectural Acoustics

During the concert, with the three Meyer Sound subwoofers used in a noise cancellation configuration, the low frequency sound was effectively reduced to the adjacent residential units to the block to the north and south.

With our experiences at the Caparezza concert, and with a better understanding of the existing amphitheater conditions, we suggest installing the subwoofers under the forestage area (wood construction). This will contain the sound from adjacent sites better by creating a physical barrier of the stage and it will help better protect the subwoofers from rain, sun, and will make it much harder to modify or steal the speakers. ED+A will provide a sketch of how to accomplish this with our final Audio bid documents.

Line Arrays

The Line arrays are also able to direct sound only toward the designated seating area inside the perimeter walls since they produce sound above 125 Hz and up to 20,000 Hz. Additionally, the perimeter walls have had a layer of Pyrok Acoustement 40 applied to them, and at the mid and upper frequencies, this will help absorb sound before it travels beyond the extents of the bandshell. See Diagram on following page.

We also suggest adding dedicated support poles on each side of the stage to hold the speakers and performance lighting fixtures. The Genie Lifts that were used are difficult to setup and are a trip hazard around the front of the stage. Again, ED+A will provide details of this with our Audio bid documents.

A continuous strip of wood (suggest $\frac{3}{4}$ " x $\frac{3}{4}$ ") should be screwed to the stage edge to prevent large pieces of equipment, including pianos, from rolling off the stage. The new wood strip should be fabricated with drain slots so that rainwater can flow under.

With the new audio system we suggest added several electronic components for the first 12 months of operation including:

1. A site mounted sound level meter with remote access capabilities so that the sound levels of the event can be monitored. This meter will produce a sound level over time plot that can relate the event on stage to other extraneous loud community noise issues.
2. Access to the overall volume levels of the audio system, via the internet, to confirm the audio system is operating within its maximum allowed sound level range and adjust it downward if the peak sound levels are being exceeded.

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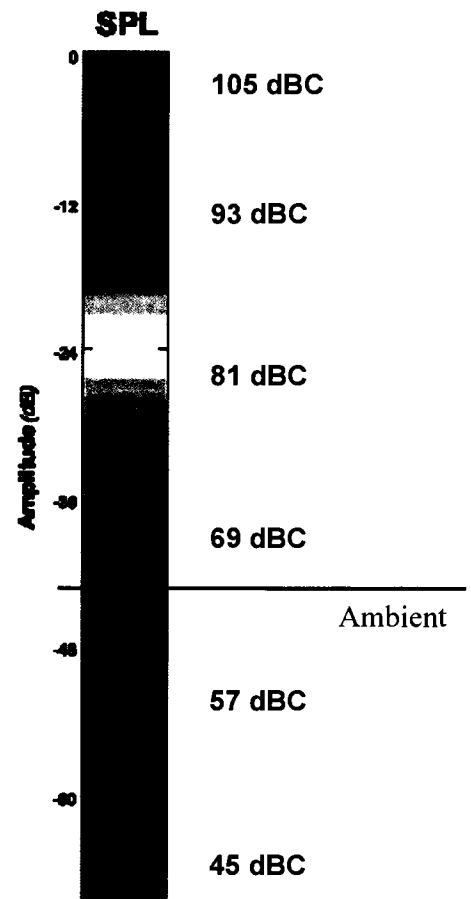
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3. Include an additional warranty service period to verify the components (mixer, DSP, and speakers) are working correctly and within the sound level ranges originally set at installation.



[Image 4] – Two Meyer MINA Line arrays on either side of stage





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Consultants in Architectural Acoustics

With the subwoofer and line array approach, the acoustic impact to the surrounding commercial and residential properties will be significantly reduced. We also suggest that the audio levels for the whole audio system be set at a maximum level of 105 dBC. Additionally, we suggest including a Studio Six Digital SPL Traffic Light program at the in house mix position. This program allows SPL levels to be monitored and will display green, yellow and red lights when sound exceeds pre-established levels. This software will also generate level over time graphs and a recording of the event so that at any given point any noise can be isolated and identified on the recording. See www.studiosixdigital.com for more information.

Additional Comments and Suggestions:

In talking with several condo owners immediately to the south (Elaine Litwin and Louis Martin) the Caparezza concert also helped elucidate why their condo seems to be more susceptible to the North Shore Bandshell noise. Contributing factors include:

1. The windows in the Burleigh Condo, 7135 Collins Avenue, Miami Beach, Florida are original to the building's construction and do not offer any hurricane protection. Most newer building, like the tall condo building immediately to the north of the North Shore Bandshell called the St. Tropez Ocean, 7330 Ocean Terrace, Miami Beach, FL have impact resistant windows that in addition to their hurricane protection also significantly reduce the amount of sound within a condo unit from exterior noises.
2. Based on our quick review of the windows at the Burleigh house the estimated Sound Transmission Class (STC) rating is around 10 with the windows closed. Impact windows, properly installed, typically offer an STC rating in the 35 to 45 range.
3. We understand that the Burleigh House is discussing replacing all exterior condo unit windows and doors with impact resistant windows but a final window type or installation date has not been determined.
4. It is interesting that several people at the St. Tropez Ocean condo have noted that the Bandshell noise levels are perceived as not loud and easily resolved by closing their windows. The St. Tropez Ocean Condo is the same distance from the Bandshell as the Burleigh Condo.
5. Another contributing factor is the geometry of the Bandshell. The audience area has a curved concrete wall that has been recently been covered with an acoustical product to help absorb sound created during a concert.

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EDWARD DUGGER + ASSOCIATES, P.A.
Consultants in Architectural Acoustics

Unfortunately not all of the sound created in the audience area by the crowd and the audio system is completely absorbed by this acoustic treatment. The upper levels of the Burleigh House and St. Tropez Ocean Condo will hear the unabsorbed sound reflected (high frequency sound spectrum) off the rear curved wall.

6. Another issue that will influence sound is wind speed and direction. During the Caparezza the wind conditions were <5 mph and out of the NE. This is very unusual for the Miami area with the winds typically 10 to 20 mph and from the SE. The low wind condition also increased the amount of sound being heard at the Burleigh House and St. Tropez Ocean Condos.

If there are any questions or comments concerning this report, please feel free to contact us.

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SECTION 274100 - AV SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions, Special Conditions and Division-1 Specification sections, apply to work specified in this section.

1.2 RELATED WORK AND REQUIREMENTS

Per the City of Miami Beach Standards

1.3 SCOPE OF WORK

- A. This section requires the fabrication, furnishing, delivery, installation, testing and equalization of the AV system as indicated on the drawings and specified herein.
- B. The AV contractor shall provide all materials, equipment, labor, tools, scaffolds, and incidentals necessary to the scope of work.
- C. It is the intention of these specifications that the AV contractor provides a professional quality, complete and properly operating system in every respect and detail.
- D. The installation contractor shall examine the plans in detail to familiarize themselves with the scope of the work.
- E. The installation contractor shall assume full responsibility for a complete operating installation, in the required location, in accordance with the contract documents.

1.4 WORK INCLUDED

- A. Without restricting volume or generality of above "Scope", work to be performed under this section shall include, but is not limited to, the furnishing and installation of the following:
 - 1. Permanent ceiling mounted projector with flown projector screen located within the stage tower.
 - 2. Audio reinforcement and playback system with active line-array speakers and subwoofers. Large manual mixer with memory presets for theater and audio-for-video.
 - 3. Digital wireless microphone system with 12 channels.
 - 4. An FM Assisted Listening System with 32 receivers.

1.5 WORK NOT INCLUDED

- A. The following items of work, if required, are included in other sections and must be reviewed by the AV contractor for impact on this work:
 - 1. Necessary conduit and raceway runs.
 - 2. Theatrical stage lighting and electrical connections, electrical contractor supplied junction and back boxes, wiring to power sources, and wiring to all other electrically powered devices.

AV SYSTEMS

3. Independent Wi-Fi for iPad control of the audio mixer.

1.6 CONTRACTOR'S QUALIFICATIONS

- A. The work of this section will be contracted to a single firm, referred to as the contractor.
- B. The contractor shall be an AV systems contractor who regularly engages in the furnishing, installation and servicing of professional AV systems of similar nature, size, scope and complexity to the design outlined by this specification. The contractor shall have done so for a period of not less than five years preceding the bid date.
- C. The AV contractor shall have maintained for the five years preceding the bid date, a suitably staffed and equipped service organization which has continuously offered maintenance and repair services for systems of similar nature, size, scope and complexity to the design outlined by this specification.
- D. The contractor shall demonstrate to the satisfaction of the owner, through exhibits presented with their bid, that the AV contractor has a history to indicate the following:
 1. Statement of company history. Include a breakdown by percentage of gross sales of all business activities the contractor has been involved in for each of the last 5 years (e.g. system installation = 30%, box sales = 40%, equipment rentals = 20%, design and other professional services = 10%, etc).
 2. Previous experience: Provide a list of four installations of similar nature, size, scope and complexity to the design outlined by these specifications, currently in use as originally installed, in which a theatre / system consultant was involved, completed in the last 5 years and the following information regarding each installation:
 - a. Name and address of each installation facility.
 - b. Facility owner and telephone number.
 - c. Name, address, and phone number of a person regularly employed by the owner, who is familiar with the operation of the systems and who has no personal or business connections with the contractor except as the contractor shall fully disclose
 - d. Name, address, and phone number of the theatre / system consultant, along with the names of all the consultant's personnel directly involved.
 - e. System shop drawing - These will be returned if the contractor provides a call tag or return postage.
 - f. Owner's manuals for the various pieces of equipment installed - These will be returned if the contractor provides a call tag or return postage.
 - g. System as-built drawings - These will be returned if the contractor provides a call tag or return postage.
 - h. List of contractor's personnel involved, identifying each person's responsibility on the project.
 - i. Name, address and phone number of the general contractor, along with the names of all key GC personnel directly involved.

- j. Name, address and phone number of the electrical contractor, along with the names of all key EC personnel directly involved.
 - 3. Statement of current company capabilities and ownership.
 - 4. Key Personnel: For each of the key personnel listed below; include individual's name, title, and number of continuous years of service to contractor. Include a biography detailing industry experience, and role within organization (include only full-time/regular staff employees; not independent contractors, freelance, or temporary positions). List all industry certifications held, training courses attended, and continuing education credits, including dates of attendance. List recently completed projects, scope of project, and completion dates.
 - a. Project Manager
 - b. Senior Technician
 - c. Service Manager
 - 5. Other Department Staff – Include size of staff, and experience of each staff member.
 - 6. Replacement and Spare Parts Inventory – Provide detailed list of primary replacement parts, components, and spares typically held in inventory.
 - 7. Test Equipment and Physical Plant – Include an inventory of all test facility equipment owned and used regularly by the Service Department. Provide description of physical plant and space utilization.
 - 8. Copies of all business and professional licenses and insurance certificates.
- E. Without prejudice to other contractors desiring to be qualified, the following are considered qualified:

AVI SPL
718 South Military Trail
Deerfield Beach, FL 33442
Daren Hirst

Peerson Audio, Inc.
1235 Park Lane South
Jupiter, FL 33458
561-832-1921
Clint Smith

Pro Sound
1375 N.E. 123rd Street
Miami, FL 33161
305-891-1000
Rick Sharman

PART 2 - PRODUCTS

2.1 ALTERNATES

AV SYSTEMS

- A. In no case will equipment or materials of lesser design or workmanship be acceptable. Only those materials and equipment listed in this specification will be considered unless prior approval is sought and received.
- B. Substitutions: When a specified piece of equipment has been discontinued and/or replaced by a new model, substitution will be acceptable when:
 - 1. Submission of complete data on the new model or substitute has been approved by the owner prior to equipment acquisition.
 - 2. Substitute equipment or the replacement of rejected equipment shall be at the sole expense of the AV contractor.
- C. Should the contractor propose and receive approval for the use of alternative wire and cable which requires additional conduit, the contractor will be solely responsible for the installation of such conduit.

2.2 GENERAL REQUIREMENTS

- A. The major items of equipment shall be furnished in the quantity as shown by the audio diagrams on the drawings and the quantity as specified herein.
- B. When documents list several acceptable manufacturers for a particular item of equipment, more than one of which is to be provided, the AV contractor shall supply all of those similar items of equipment from one manufacturer.
- C. The AV contractor will provide necessary millwork, enclosures, baffles, grille cloth, wall plates, and any other item furnished under this contract not specifically noted otherwise herein or on the drawings in a manner and color as approved by the owner.
- D. Any item of equipment or hardware that may not be specifically shown on the drawings or specified herein but required for proper operation or installation shall be furnished and installed and be of the highest quality available.
- E. The performance of all equipment must meet the most recently published manufacturer's data sheet.
- F. Provide the following equipment (see attached equipment list).
- G. Panels: All panels are made of 1/8" thick Aluminum plate, brushed anodized black and sealed. All controls and connectors will have engraved labels. The minimum allowable label size is 1/8". All labels will be back filled with white paint. All connectors are mounted with machine hardware. All panel layouts and labels must be submitted and approved prior to construction; the panels shown in the drawings are typical only.
- H. Microphone Receptacles: The general requirements for panels listed above apply to the Microphone Receptacles as well. See the contract drawings for quantity and type required.
- I. Intercom Connection Receptacles: The general requirements for panels listed above apply to the construction of Intercom Connection Receptacles as well. See the contract drawings for quantity and type required.
- J. System Wire: Where West Penn Wire part numbers are specified, equivalents by Alpha or Belden will be approved provided no change in conduit size is required.

AV SYSTEMS

1. 10 A.W.G. for speaker lines enclosed in conduit, racks, or speaker enclosures. Use for all speaker runs except 70 volt systems. 10 A.W.G. THHN.
2. 16 A.W.G. twisted pair for 70 volt audio wire for use in conduit, racks, or speaker enclosures. West Penn CL2-225.
3. 22 A.W.G. shield twisted pair for all mic, line or D.C. control lines enclosed in conduit or racks. West Penn D 291.
4. 18 A.W.G. Shielded twisted pair with 18 A.W.G. drain wire for all intercom lines enclosed in conduit or racks. West Penn TC2975. An additional 12 A.W.G. THHN will be required if ClearCom speaker stations are used. This additional wire shall be used in parallel with the drain wire of the shielded twisted pair cable.
5. Coax Antenna Lines. As called for by equipment manufacturer.
6. 20 A.W.G. center conductor coax cable for Video Relay System.
7. 18 A.W.G. center conductor coax cable for Video Relay System. Use for RF distribution network. Belden 1694A.
8. Multi-Channel 75 ohm low loss Coaxial video cable. High resolution Coax cable for projection and display network. Use for all RGBHV signal. West Penn WP258195.
9. Category 6 UTP or higher 23 A.W.G Solid conductor Plenum Rated West Penn 254246

PART 3 - EXECUTION

- 3.1 SUBMITTALS: The AV contractor, within thirty days of the bid award and prior to beginning work, shall submit the following to the owner and consultant for approval:
- A. Drawings: Complete shop drawings of the system electronics that will include rack elevations, one-line drawings for all systems, artwork showing labels for all equipment, and cable label list.
 - B. Mountings and Attachments: Prior to equipment installation, the AV contractor will submit to the owner detailed scale drawings of all proposed enclosures and speaker mounting or rigging weighing more than ten pounds. All mountings and attachments must be approved and stamped by an engineer licensed in Florida prior to submittal and the beginning of the installation.
 - C. Materials and Equipment: The AV contractor will submit to the owner and consultant a complete list of all materials and equipment to be furnished including catalog cuts for all equipment items. These must contain full information on dimensions, construction, applications, etc. to permit proper evaluation. In addition, they must be properly identified as to their intended use and any options or variations must be clearly marked.
 - D. Test Equipment: The AV contractor will submit to the owner a list of test equipment to be used to test, equalize, and demonstrate the final installation.
 - E. Schedule: Prior to the commencement of the installation work, the AV contractor shall submit for approval, to the owner, an outline of a proposed commencement and completion schedule and project requirements.

3.2 COORDINATION WITH OTHER WORK:

AV SYSTEMS

- A. The AV contractor shall specifically coordinate the placement and sizes of conduit relating to this work and shall specifically review and approve the conduit rough-in in time to advise all parties of necessary changes, omissions, etc. The AV contractor shall report this successful coordination in writing to the owner's representative. Failing this, the following will be enforced:
 - 1. The AV contractor shall provide and install any additional conduits required for the hookup, proper location and proper isolation of the various cable / signal types and equipment in the systems. The AV contractor must coordinate the conduit installation with those installed by the electrical contractor. All conduits shall be sized to their intended fill plus fifty percent.
 - 2. The contractor shall at all times coordinate their work with the other trades to ensure smooth progress of work and satisfactory final results.

3.3 INSTALLATION:

- A. Personnel: A single, competent, technically qualified foreman will oversee the entire job from start to finish. This foreman must:
 - 1. Be present on the job site during all phases of installation and testing.
 - 2. Be authorized to receive instructions from the Architects or their representatives.
- B. Only experienced AV installers shall be employed on this job.
- C. The contractor shall keep the job adequately staffed at all times.
- D. All job documents pertaining to the installation of this system will be accessible to all workers throughout the installation process.
- E. Installation practices shall be in accordance with OSHA Safety and Health Standards and all local codes.
- F. The AV contractor shall not commence the installation of equipment and devices, other than the pulling of cable, until all areas are clean, painted and finished to a point that they are completely dust, dirt, lint, fiber and airborne particle free. The air conditioning system must be operating to its design level and be able to keep all areas with AV equipment stable.
- G. General Workmanship:
 - 1. The installation of all work shall be neat.
 - 2. All boxes, equipment, etc. shall be plumb and square.
 - 3. The installation shall conform to the plans and specifications.
 - 4. Equipment racks shall be assembled, wired, and tested in the contractor's shop prior to delivery to the job site.
- H. Wiring:
 - 1. All pulls are to be made by hand, care will be taken not to nick cable jackets, and any nicked or damaged cable will be replaced.
 - 2. A pull string will be left in all conduits after wire is installed.

AV SYSTEMS

3. NO SPLICES WHATSOEVER IN CONDUIT!
 4. If not enclosed in conduit, neatly group cables into bundles and secure out of harm's way.
 5. Separate cable grouping by signal level. Mic and A.C. power shall be not less than 18" apart. All other levels by not less than 6" apart.
 6. Include spare cables with all field runs. Quantity to be 10% or 1 whichever is greater unless otherwise specified.
- I. Terminations:
1. All cables shall be permanently labeled at every termination.
 2. Service loops of not less than 6" will be present at all terminations to equipment.
 3. Where terminal blocks or barrier strips are used only un-insulated fork terminals with a brazed seam, sized according to wire and stud sizes, crimped with notch across from the seam will be approved.
 4. Use barrier strips on equipment where provided.
 5. Where shielded cable is in use leave shield drain wire the same length as the circuit conductor(s), sleeve shield drain wire in green PVC tubing. Cap where the cable jacket was removed with heat shrink. Where the shield drain wire is to be lifted follow the above and fold back over cable jacket. Then cap end with heat shrink. Do not use a single piece of heat shrink for this, use two smaller ones.
 6. All soldering will be clean and neat and not exhibit evidence of a "cold" joint, where necessary heat sinks will be used. Use only rosin core "electronic type" solder.
 7. Wire nuts will be allowed only for field connections of 70 volt speaker lines and priority attenuation control lines, and then only when the proper size is used.
- J. Polarity:
1. The "high" side will be connected to pin 2 on XLR connectors, to tip on 1/4" connectors, and to the pin on phono connectors.
 2. The "low" side will be connected to pin 3 on XLR connectors, to ring on 1/4" balanced connectors, and to case on phono connectors.
 3. Microphones will be wired so that an acoustic compression at the diaphragm produces a positive going signal on pin 2 with respect to pin 3.
 4. Speakers will be wired so that when a positive going signal is applied to the + or red terminal an acoustic compression is produced.
 5. The system will be wired to maintain absolute polarity though all system components to ensure that a positive signal on pin 2 or tip produces a positive signal at the + or red speaker terminal.

K. Safety Grounding:

1. An isolated sound system grounding conductor will be installed by the electrical contractor. The ONLY ground connection will be made through this conductor.
2. All equipment, racks, shield, or drain wires will be isolated from all other ground paths.
3. All audio low-level signal lines will be balanced and floating.

L. Shield Grounding:

1. Do not tie pin 1 to case of XLR connectors anywhere.
2. Microphone shield drain wires will be grounded only at mixer inputs. Where microphone lines and mixer inputs run through a patch bay, connect shield drain wire to sleeve of patch bay connector and only to this point.
3. Line level lines will have shield drain wire lifted from ground at outputs and connected to ground at inputs.
4. The intent here is to not make ground loops, should any situation arise which would form a ground loop, please inform the owner for direction.

M. Mountings and Attachments:

1. Any and all structural, mounting, or rigging details are shown on the drawings for concept only.
2. The detail drawings and calculations of all proposed mounting or rigging of any equipment weighing more than ten pounds will be approved and stamped by a P.E. who is licensed in Florida.
3. Each cluster element is to be individually adjustable.
4. Provide for an adjustment range of +/- 10 degrees from the information shown in the contract documents.
5. In the absence of specific direction otherwise, standard rigging practices shall be followed.

N. Labels:

1. Cable Labels: All cables shall be labeled at all termination points. The label shall not be hand written. Clear heat shrink shall cover the label.
2. Equipment Labels. All equipment shall be labeled front and rear. Labels shall functionally describe the use of each piece of equipment. On equipment having multiple channels, each channel shall be labeled. Additionally the equipment label will call out equipment designation which will correspond with the designations shown on the approved contractor's one-line diagram. Labels shall be engraved lamacoid, white letters on black background, with a minimum letter size of 3/16". Approved patch bay labeling may vary from this.

O. The system may not be used prior to checkout.

3.4 INSPECTION AND TESTING:

- A. During the installation of the equipment the AV contractor shall arrange for access as necessary for inspection of equipment by the owner's and/or architect's representatives.
- B. Provide a safe means of accessing all system components for all visits.
- C. Equipment Pre-testing: All racks are to be built and wired in contractor's shop and tested prior to delivery to site. All other equipment is to be tested prior to delivery and installation. A written test report will be submitted to the owner.
- D. Final Inspection:
 - 1. The final inspection will confirm that the systems, as installed, meet the requirements of this specification, the contract documents, and the approved contractor's shop drawings and submittals.
 - 2. The contractor will inform the owner in writing of the system's completion. The contractor will then request final inspection by the consultant, and carry out the necessary coordination. This coordination includes:
 - a. Giving at least fourteen days notice to the consultant prior to the final inspection.
 - b. Arranging for the contractor's and consultant's exclusive use of the space.
 - c. Arranging for an HVAC technician to be available to turn the AC system on and off as required.
 - d. Arranging for a lighting technician to be available to control the stage lighting as required.
 - e. The contractor's job foreman and one additional worker familiar with the job will be present during all check out, testing, and tuning.
 - 3. Contractor will complete the following tasks prior to consultant's arrival:
 - a. Unpack and assemble all portable equipment.
 - b. Place all portable equipment in one location.
 - c. If anything has been turned over to the owner have the signed Letters of Transmittal on site.
 - d. Complete all required paperwork (pre-testing reports, letters indicating successful coordination of the installation, etc.).
 - e. Remove all security covers.
 - f. Contractor will provide all necessary software, cables, and interfaces to facilitate the setting of computer, remote controlled, or DSP based equipment.
 - g. Contractor will either: 1) relocate all system equalizers to a tech area in the house for the duration of system tuning or 2) for remotely controllable devices, locate the control position in a tech area in the house for the duration of system testing. In either case a

tech area in the house will be required with a minimum of 4' x 6' folding table, intercom or walkie-talkie communications to the rack and console locations, and AC power.

4. Contractor will provide the following test equipment for use during tuning and acceptance testing:
 - a. Sennheiser ZP-3 impedance bridge.
 - b. Low distortion sine wave oscillator with variable sweep (start frequency, stop frequency, and sweep rate).
 - c. Distortion meter.
 - d. Oscilloscope dual channel, 100Mhz, .001v/div vertical amp.
 - e. Noise generator that will provide pink, white, or bandwidth limited pink noise.
 - f. 1/3 octave real time audio spectrum analyzer.
 - g. Precision sound level meter with filter set.
 - h. Polarity checker.
 - i. Precision true R.M.S. reading A.C. millivolt meter with dB scale.
 - j. Playback and recording media for testing all supplied source equipment.
5. Contractor will provide safe means to access all system components during the entire commissioning process.
6. Contractor shall provide personnel and equipment to make adjustments to the speaker cluster(s), as well as to correct problems, for the entire inspection and testing period.
- E. The Consultant or their representative will conduct all final system tests and equalization adjustments in order to determine final acceptance.
- F. In no event shall the AV systems installation be submitted for final approval or acceptance until any and all elements of the facility that may have a bearing on system performance, including but not limited to doors, windows, HVAC, carpeting, furniture, wall coverings, interior design elements, lighting, and lighting control systems have been completed and are operable. All elements that may affect sound system operation or performance shall be "on" and operating during adjustments. The AV contractor will be responsible for coordinating the requirements of this paragraph with other work on the project.
- G. Should more than two trips be required to complete the systems testing, systems tuning, and clearing punch list items, the contractor will be charged for any additional visits. These charges will include:
 1. A minimum of two people at an hourly rate of \$125 per person.
 2. Travel expense to and from the job site.
 3. These charges will be paid to the consultant, in advance of the consultant's arrival on the job site.

3.5 MANUALS:

- A. Prepare four identical copies of owner's manuals. The owner is to receive two, the consultant receives one and the contractor retains one. Before distribution of manuals submit one copy to consultant for approval. Each manual is to contain the following:
 - 1. System one-line drawing including all labeling and changes ("as-builts").
 - 2. Owner's manual for each piece of equipment.
 - 3. Schematic diagram for each piece of equipment if available from the manufacturer.
 - 4. Contractor's service phone number in a conspicuous place.
 - 5. All test reports.

3.6 INSTRUCTION: The following is to be carried out within one month of system acceptance:

- A. Provide a total of 4 hours of instruction, on a maximum of two occasions. This is to be time on site; travel time is not to be included within the allotted time.
- B. Provide operational assistance for the first use of the system. This is to be on the owner's time schedule but, not to exceed 6 hours.

3.7 WARRANTY

- A. Contractor will warrant the system to be free from defects in materials and workmanship for a period of one year from the date of acceptance, or first beneficial use, whichever comes first.
- B. Acts of god and owner abuse, or neglect are not covered.
- C. During the warranty period the contractor will respond to and correct any call for service within one day of the call. Loaner equipment will be provided if necessary.

END SECTION

item	manufacturer	model	qty.	notes	
LOUDSPEAKERS					
powered speaker	Meyer	MINA	12	incl. rigging frames	
weather protection	Meyer		12		
powered subwoofer	Meyer	700-HP	3	on ground (cardioid configuration)	
weather protection	Meyer		3		
mounts & rigging	(custom)		lot		
monitor speaker	Tannoy	Di5t	7	8001 6621 backstage	
volume control	Atlas	AT35-PA	7	backstage	
ELECTRONICS					
DSP	Meyer	Galileo 616	1		
manual mixer	Yamaha	QL5	1		
input/output box	Yamaha	RIO1608-D	3	portable/stage	
output box	Yamaha	RO8-D	1	in rack	
managed switch	Cisco	SG300-10	1	for Dante network	
dedicated wi-fi router	Netgear	R6300	1	for iPad remote control	
cat5 Ethercon cable	Wireworks	EC5SC-50	1	for mixer	
cat5 Ethercon cable	Wireworks	EC5SC-10	3	for I/O stage boxes	
iPad	Apple	w/Retina, wi-fi	1	with "smart case"	
70v power amplifier	QSC	CX302V	1	back stage monitors	
CD player	Tascam	CD-6010	1	in mixer rolling rack	

item	manufacturer	model	qty.	notes	
DIGITAL WIRELESS MICROPHONES		(12 wireless channels)			
quad receiver	Shure	ULXD4Q	3		
antenna distribution	Shure	UA844SWB	1		
bodypack transmitter	Shure	ULXD1	4		
handheld transmitter	Shure	ULXD2/B87C	8		
color handheld identifier	Shure	WA615M	1		
over-ear mic	Countryman	E6 Flex Omni	2		
lapel mic	Countryman	B6	2		
WIRED MICROPHONES					
voice mic	Shure	SM-58-LC	24		
instrument mic	Shure	SM-137	24		
mic floor stand	K&M	25680	36		
mic boom	K&M	211	24		
drum kit	Shure	DMK57-52	1		
drop snake 16x4, 50'	ProCo	RM1604FBX-50	4		
mic cable - 30-foot	ProCo	AQ-30	8		
mic cable - 20-foot	ProCo	AQ-20	48		
cable reel	Bayco	#KW-130	8	extension cord reel, 150' capacity	
STAGE MONITORS					
powered stage monitor	QSC	CMS12	4		
HEARING ASSISTANCE					
FM hearing transmitter	Listen	LT-800-072-1-3-1	1		
antenna	Listen	LA-122	1		
receiver	Listen	LR-300-072-1-M-(x)	32	4% of fixed seating (ADA)	
ear piece	Listen	LA-161	16		
neck loop	Listen	LA-166	16		

item	manufacturer	model	qty.	notes	
MISCELLANEOUS					
equipment rack	Middle Atlantic	DWR-24-22	1	main AV rack	
UPS	Trip Lite	SMART500RT1U	2	mixer rolling rack, main rack (not for speakers or amps)	
AC power sequencer	LynTec	PDS-10	1	installed by E.C.	
AC sequencer remote	LynTec	SS-2LRP	1	in AV rack	
mixer rolling rack	Anvil	ESCORT 12 space mixer mount rack for Yamaha QL5 mixer	1	quote needed	
4 rack space case	Anvil	AFX Rackmount Case - 4U / 14" RD	3	for Yamaha I/O boxes on stage	
rolling tool chest	Kobalt	6-Drawer 27-in Stainless Steel Tool Cabinet	1		
custom speaker stand	see notes		2	contact Will Johnson Welding 261 SE Monterey Avenue Stuart, FL 34996 772-260-9495	
custom lighting stand	see notes		2	contact Will Johnson Welding 261 SE Monterey Avenue Stuart, FL 34996 772-260-9495	
misc. hardware, cable, etc.			lot		
custom panels			lot		
electrical integration			lot		
training (4 hours)			lot		
labor, testing			lot	major equip total x 20%	
ADD-OPTION					
floor cable protector	Checkers	Guard Dog / ADA	10	GD5X75-O/B	

100% CD SET

[illegible]

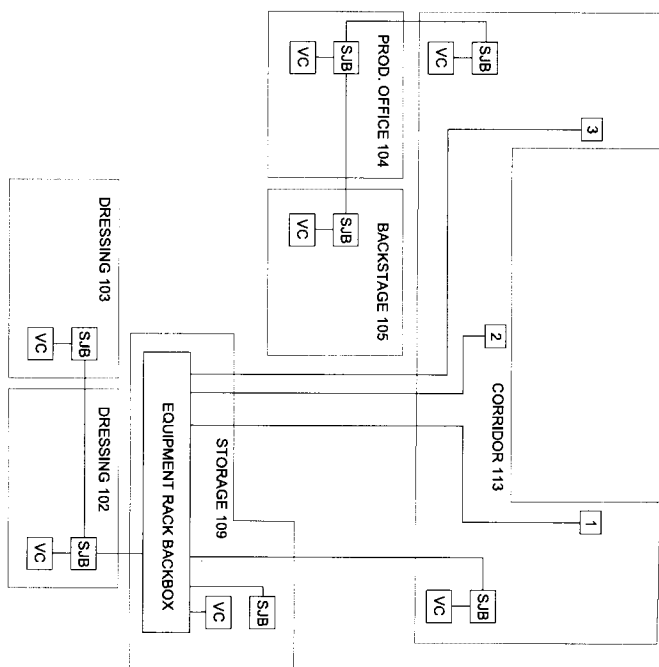
By: **PB/TD** Checked: **ED**
Date: **11/24/2014**

SHEET TITLE

AV1

NORTH SHORE BANDSHELL AUDIO SYSTEM REPLACEMENT
MIAMI BEACH, FL

CONDUIT RISER DIAGRAM

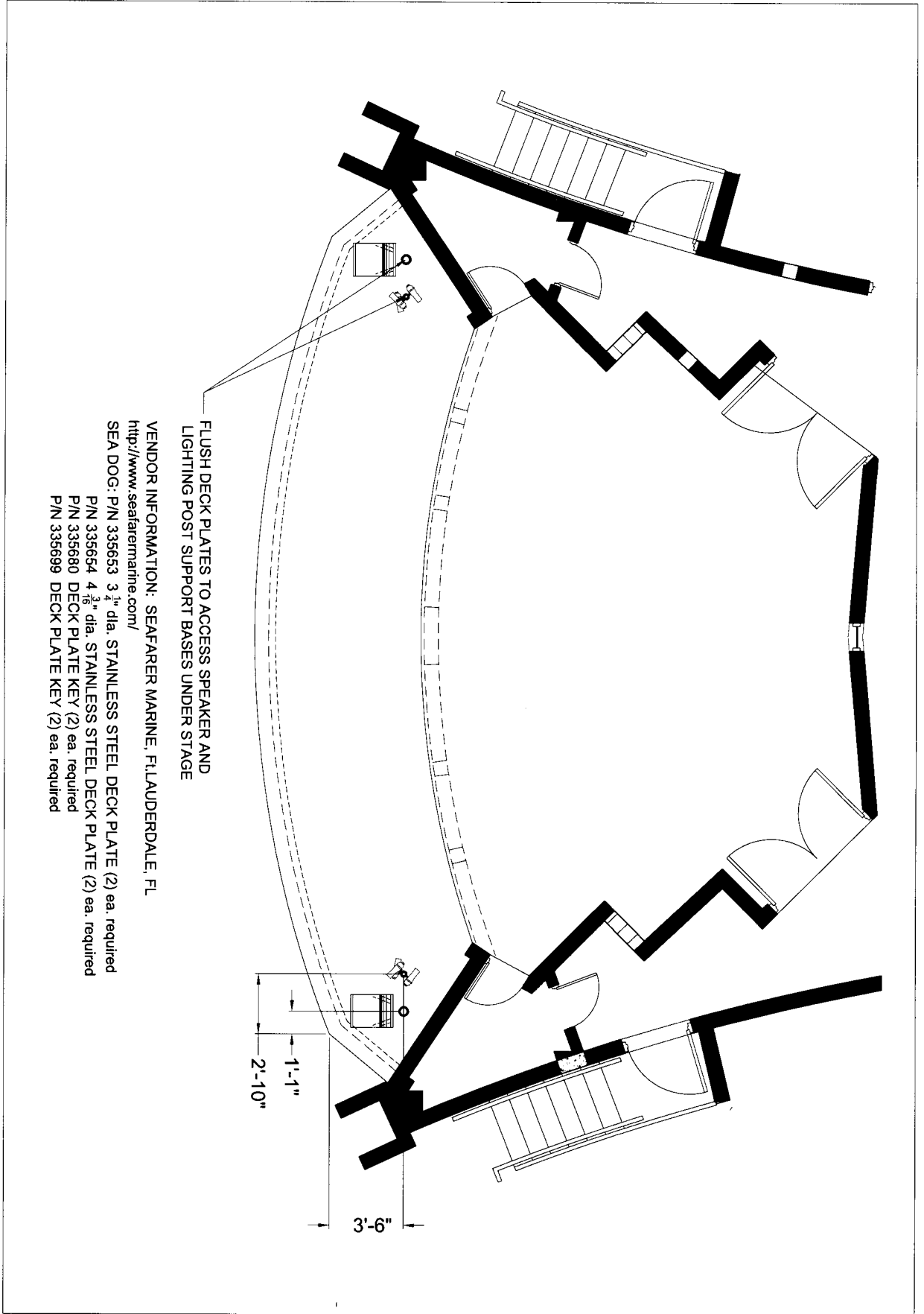


SJB = SPEAKER JUNCTION BOX, SINGLE-GANG SURFACE-MOUNTED AT SHOWN HEIGHT.
VC = LOCAL VOLUME CONTROL, SINGLE-GANG SURFACE-MOUNTED AT A.D.A. REQUIRED HEIGHT.
ALL CONDUIT 3/4\" WIREMOLD OKAY FOR "SJB" AND "VC".

294

By: **TD** Choc
Date: **11/24/2014**
Scale: **1/2" = 1'-0"**

AV/3



$$0^\circ, 1^\circ, 2^\circ, 4^\circ, 7^\circ, 11^\circ$$

100% CD SET

The study is US-based and, as yet, is unreplicated overseas. The implications for other countries are speculative. Contributors are also responsible for the interpretation of contradictory results. Emswiler-Dugan's conclusions remain unacceptably high despite confirmation in a non-conflicting, non-US, non-EU/EA literature. Responsibility for structural factors (policy, coordination, work, safety or training issues) has not been clearly established. The authors have not clearly established the role of the individual in the system. The authors have not clearly established the role of the individual in the system. The authors have not clearly established the role of the individual in the system. The authors have not clearly established the role of the individual in the system.

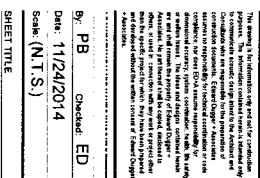
2 SPEAKERS
1/4" = 1' - 0"

12'-4"

2
AV4

AV4

296





Edward Dugger + Associates, P.A.
1238 Biscayne Blvd., Suite 103
Miami, FL 33132

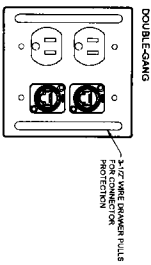
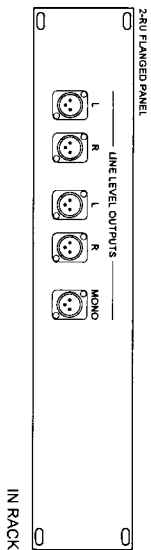
Consultants in
Architectural Acoustics
772.286.8351 phone
772.600.2613 fax
www.edplus.com

NORTH SHORE BANDSHELL AUDIO SYSTEM REPLACEMENT
MIAMI BEACH, FL

100% CD SET

By: PB Checked: ED
Date: 11/24/2014
Scale: HALF SIZE
SHEET TITLE

AV6



ANNOTATIONS ENGRAVED OR
SILK-SCREENED ONLY

NEUTRIK NCMDL-B-1
NEUTRIK NERDY-C8

STAGE CONNECTION BOXES

North Shore Band Shell

REVISED
COST PROPOSAL

APPENDIX "B"

ITEM	MANUFACTURER	MODEL	QTY.	UNIT OF MEASURE	UNIT COST	EXTENDED COST
LOUDSPEAKERS						
powered speaker	Meyer	MINA	12	each	4173.00	\$50,076.00
weather protection	Meyer		12	each	504.00	\$6,048.00
powered subwoofer	Meyer	700-HP	3	each	6310.00	\$18,930.00
weather protection	Meyer		3	each	732.00	\$2,196.00
mounts & rigging	(custom)		2	lot	627.00	\$1,254.00
monitor speaker	Tannoy	Di5t	7	each	125.00	\$875.00
mounting bracket	Tannoy	K-ball	7	each	35.00	\$245.00
volume control	Atlas	AT35	7	each	20.00	\$140.00
ELECTRONICS						
DSP	Meyer	Galileo 616	1	each	6256.00	\$6,256.00
manual mixer	Yamaha	QL5	1	each	12,935.00	\$12,935.00
input/output box	Yamaha	RIO1608-D	3	each	3,763.00	\$11,289.00
output box	Yamaha	RO8-D	1	each	1,333.00	\$1,333.00
managed switch	Cisco	SG300-10	1	each	323.00	\$323.00
dedicated wi-fi router	Netgear	R6300	1	each	186.00	\$186.00
cat5 Ethercon cable	Wireworks	EC5SC-50	1	each	86.00	\$86.00
cat5 Ethercon cable	Wireworks	EC5SC-10	3	each	35.00	\$105.00
iPad	Apple	w/Retina, wi-fi	1	each	569.00	\$569.00
70v power amplifier	QSC	CX302V	1	each	730.00	\$730.00
CD player	Tascam	CD-500B	1	each	504.00	\$504.00
DIGITAL WIRELESS MICROPHONES (12 wireless channels)						
quad receiver	Shure	ULXD4Q	3	each	4235.00	\$12,705.00
antenna distribution	Shure	UA844SWB	1	each	391.00	\$391.00
bodypack transmitter	Shure	ULXD1	4	each	372.00	\$1,488.00
handheld transmitter	Shure	ULXD2/B87C	8	each	532.00	\$4,256.00
color handheld identifier	Shure	WA615M	1	each	11.00	\$11.00
over-ear mic	Countryman	E6 Flex Omni	2	each	297.00	\$594.00
lapel mic	Countryman	B6	2	each	292.00	\$584.00
WIRED MICROPHONES						
voice mic	Shure	SM-58-LC	24	each	90.00	\$2160.00
instrument mic	Shure	SM-137	24	each	132.00	\$3,168.00
mic floor stand	K&M	25680	36	each	48.00	\$1,728.00
mic boom	K&M	211	24	each	24.00	\$576.00
drum kit	Shure	DMK57-52	1	each	328.00	\$328.00
drop snake 16x4, 50'	ProCo	RM1604FBX-50	4	each	438.00	\$1,752.00
mic cable - 30-foot	ProCo	AQ-30	8	each	29.00	\$232.00
mic cable - 20-foot	ProCo	AQ-20	48	each	25.00	\$1,200.00
cable reel	Bayco	#KW-130	8	each	13.00	\$104.00
STAGE MONITORS						
powered stage monitor	QSC	KW122	4	each	890.00	\$3,560.00

North Shore Bandshell

**REVISED
COST PROPOSAL**

APPENDIX "B"

ITEM	MANUFACTURER	MODEL	QTY.	UNIT OF MEASURE	UNIT COST	EXTENDED COST
HEARING ASSISTANCE						
FM hearing transmitter	Listen	LT-800-072-1-3-1	1	each	502.00	\$502.00
antenna	Listen	LA-122	1	each	65.00	\$65.00
receiver	Listen	LR-300-072-1-M-(x)	32	each	80.00	\$2,560.00
ear piece	Listen	LA-161	16	each	7.00	\$112.00
neck loop	Listen	LA-166	16	each	40.00	\$640.00
MISCELLANEOUS						
equipment rack	Middle Atlantic	DWR-24-22	1	each	517.00	\$517.00
UPS	Trip Lite	SMART500RT1U	2	each	179.00	\$358.00
AC power sequencer	LynTec	PDS-10	1	each	1152.00	\$1,152.00
AC sequencer remote	LynTec	SS-2LRP	2	each	116.00	\$232.00
tablet for mixer remote	Apple	iPad Air 16Gb (wi-fi only)	1	each	447.00	\$447.00
cover for iPad Air	Apple	iPad Smart Cover	1	each	56.00	\$56.00
microphone stand w/ mount	K&M	199	1	each	43.00	\$43.00
iPad Air stand holder	K&M	19714	1	each	29.00	\$29.00
universal clamping holder	K&M	19715	1	each	35.00	\$35.00
tablet software	Apple App Store	Audio Tools v.7.3.12	1	each	50.00	\$50.00
measurement microphone	Studio Six	iTestMic	1	each	223.00	\$223.00
mixer rolling rack	Anvil	ESCORT 12 space mixer mount rack for Yamaha QL5 mixer	1	each	520.00	\$520.00
4 rack space case	Anvil	AFX Rackmount Case - 4U / 14" RD	3	each	834.00	\$2,502.00
rolling tool chest	Kobalt	11-Drawer 41-inch Stainless Steel Tool Cabinet	1	each	675.00	\$675.00
misc. hardware, cable, etc.			1	lot	26286.00	\$26,286.00
custom panels			1	lot	820.00	\$820.00
electrical integration			1	lot	792.00	\$792.00
commissioning	(by factory authorized operator)	SIM3 with 4 channel/mic system	8	hrs.	2106.00	\$2,106.00
training (4 hours)	(by contractor)	with recording on DVD	1	lot	672.00	\$672.00
labor, testing	Pro Sound Inc	379.8 hours @ \$60.00	1	lot		\$22,788.00
ADD-OPTION						
floor cable protector	Checkers	Guard Dog / ADA	10	each	290.00	\$2900.00
Lighting stand and Sound system speaker stands 2 of each - Will Johnson			2	each	8400.00	\$16,800.00

TOTAL COST:\$ 232,799.00

PAYMENT TERMS: NET 30. If other, specify here Net 20 Days, Progressive Payments

I certify that I am authorized to execute this Quote.

NAME/TITLE(Print): Rod Sintow / CEO

COMPANY

NAME: Pro Sound, Inc.

ADDRESS: 1375 NE 123 Street

CITY/STATE: Miami, FL **ZIP:** 33161-6525

TELEPHONE NO: (305) 891-1000

FACSIMILE NO: (305) 891-3000

SIGNED: 

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RESOLUTION NO.

2014-28722

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE CITY MANAGER PERTAINING TO THE RANKING OF PROPOSALS, PURSUANT INVITATION TO NEGOTIATE NO. 2014-215-LR (THE ITN), FOR BAND SHELL MANAGEMENT SERVICES; AUTHORIZING THE ADMINISTRATION TO ENTER INTO NEGOTIATIONS WITH THE RHYTHM FOUNDATION, INC.; AND IF UNSUCCESSFUL IN NEGOTIATING AN AGREEMENT WITH THE RHYTHM FOUNDATION, INC., AUTHORIZE THE ADMINISTRATION TO NEGOTIATE WITH THE FANTASY THEATRE FACTORY, INC. AND THE MARKET COMPANY, INC.; AND FURTHER AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT UPON CONCLUSION OF SUCCESSFUL NEGOTIATIONS BY THE ADMINISTRATION.

WHEREAS, Invitation to Negotiate No. 2014-215-LR (the ITN) was issued on April 23, 2014, with an opening date of June 26, 2014; and

WHEREAS, a voluntary pre-proposal meeting was held on May 14, 2014; and

WHEREAS, the City received a total of three (3) proposals; and

WHEREAS, on August 18, 2014, the City Manager via Letter to Commission (LTC) No. 290-2014, appointed an Evaluation Committee (the "Committee"), consisting of the following individuals:

- Cynthia Casanova, Parks Facilities Manager, Parks & Recreation Department
- Mark Milisits, Leasing Specialists, Tourism, Culture & Economic Development
- Charles Million, City of Miami Beach Cultural Arts Council

Alternates:

- Carlos DaCruz, Office Associate V, Parks & Recreation Department

WHEREAS, the Committee convened on August 21, 2014 to consider the proposals received; and

WHEREAS, the Committee was provided an overview of the project; information relative to the City's Code of Silence Ordinance and the Government Sunshine Law; general information on the scope of services, references, and a copy of each proposal; and engaged in a question and answer session after the presentation of each proposer; and

WHEREAS, the Committee was instructed to score and rank each proposal pursuant to the evaluation criteria established in the ITN; and

WHEREAS, the Committee's ranking was as follows: The Rhythm Foundation, Inc., as the top-ranked firm; Fantasy Theatre Factory, Inc., second highest ranked; and The Market Company, Inc., the third highest ranked; and

WHEREAS, after reviewing all the submissions and the Evaluation Committee's rankings, the City Manager exercised his due diligence and is recommending that the Administration be authorized to enter into negotiations with The Rhythm Foundation, Inc.; and further authorize the City Manager to execute an Agreement upon conclusion of successful negotiations by the Administration. The Administration recommends that if successful negotiations cannot be reached with The Rhythm Foundation, Inc., that the Mayor and City Commission authorize the Administration to negotiate with the Fantasy Factory Theatre, Inc. and The Market Company, Inc.

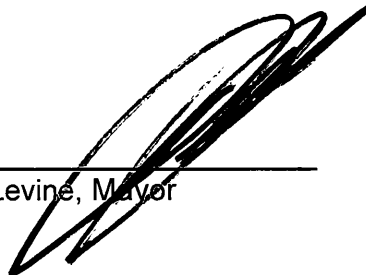
NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby accept the recommendation of the City Manager pertaining to the ranking of proposals, pursuant to Invitation to Negotiate (ITN)) No. 2014-215-LR, for Band Shell Management Services; authorize the Administration to enter into negotiations with the top-ranked proposer, The Rhythm Foundation, Inc.; and if unsuccessful in negotiating an agreement with The Rhythm Foundation, Inc., authorize the Administration to negotiate with the Fantasy Factory Theatre, Inc. and The Market Company, Inc.; and further authorize the Mayor and City Clerk to execute an agreement upon conclusion of successful negotiations by the Administration.

PASSED AND ADOPTED this 10 day of September 2014.

ATTEST:

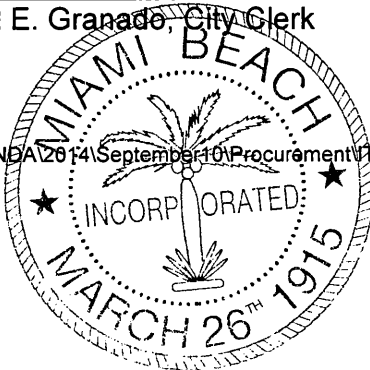


Rafael E. Granado, City Clerk

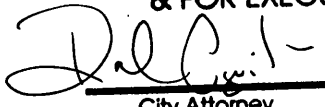


Philip Levine, Mayor

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**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**



City Attorney *AM* 9/3/14
Date

Condensed Title:

A Resolution Of The Mayor And City Commission Of The City Of Miami Beach, Florida, Accepting The Recommendation Of The City Manager Pertaining To The Ranking Of Proposals, Pursuant To Invitation to Negotiate (ITN) No. 2014-215-LR, For Band Shell Management Services.

Key Intended Outcome Supported:

Supporting Data (Surveys, Environmental Scan, etc): N/A

Item Summary/Recommendation:

On April 23, 2014, the City Commission approved the issuance of the ITN, which was issued on April 24, 2014, with an opening date of June 26, 2014. A pre-proposal conference was held on May 14, 2014. The City received three (3) proposals from Fantasy Theatre Factory, Inc., The Market Company and The Rhythm Foundation.

On August 18, 2014, the City Manager appointed an Evaluation Committee (the "Committee"), which convened on August 21, 2014 to consider proposals received. The Committee was instructed to score and rank each proposal pursuant to the evaluation criteria established in the RFQ. The results of the evaluation committee process were presented to the City Manager for his recommendation to the City Commission.

While the ITN process allows for negotiations with multiple proposers, the results of the evaluation process indicate that The Rhythm Foundation is overwhelmingly the most qualified proposer; therefore, after reviewing the submissions and the Evaluation Committee's rankings of proposals received, the City Manager recommends that the Mayor and the City Commission, pursuant to Invitation to Negotiate (ITN) No. 2014-215-LR, for Band Shell Management Services, authorize the Administration to enter into negotiations with The Rhythm Foundation; and further authorize the City Manager to execute an Agreement upon conclusion of successful negotiations by the Administration. The Administration recommends that if successful negotiations cannot be reached with The Rhythm Foundation, that the Mayor and City Commission authorize the Administration to negotiate with the Fantasy Factory Theatre and The Market Company.

RECOMMENDATION

The Administration recommends that the Mayor and the City Commission, pursuant to Invitation to Negotiate (ITN) No. 2014-215-LR, for Band Shell Management Services, authorize the Administration to enter into negotiations with The Rhythm Foundation; and further authorize the City Manager to execute an Agreement upon conclusion of successful negotiations by the Administration. The Administration recommends that if successful negotiations cannot be reached with The Rhythm Foundation, that the Mayor and City Commission authorize the Administration to negotiate with the Fantasy Factory Theatre and The Market Company.

RECOMMENDATION

Adopt the Resolution.

Advisory Board Recommendation:**Financial Information:**







Source of Funds	Amount	Account
1	\$45,000	011-0950-000312 (FY 14/15)
Total	\$45,000	

Financial Impact Summary: Listed expenditure is based on FY 14/15 anticipated approved budgeted amounts.

City Clerk's Office Legislative Tracking:

Alex Denis, Extension 6641

Sign-Offs:

Department Director	Assistant City Manager	City Manager
AD  MS  JR 	KGB  MT 	JLM 

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MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: September 10, 2014

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE CITY MANAGER PERTAINING TO THE RANKING OF PROPOSALS, PURSUANT TO INVITATION TO NEGOTIATE NO. 2014-215-LR (THE ITN), FOR BAND SHELL MANAGEMENT SERVICES.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

FUNDING

Account No. 011-0950-000312 (FY 14/15) - \$45,000

BACKGROUND

The City of Miami Beach is seeking a public or private (not-for-profit or for-profit) entity to manage the North Beach Band Shell and activate the facility with year-round programming. The successful proposer must program the facility a minimum of 35 events annually, including programming for the monthly food truck events. Annual programming must include a combination of free and paid ticketed events.

In exchange for these services, the City will provide up to \$45,000 annually toward the operation of the facility, continue to provide day-to-day maintenance, as well fund all capital improvements. The City is also budgeting for the purchase of a tent to cover the open air portion of the band shell to be used to shade attendees from inclement weather.

Proposers were encouraged to submit proposals that will address the needs of the community and provide both daytime and nighttime uses if possible. Collaborations in order to provide a wide array of community offerings including, but not limited to, music, theater, dance, and other performing arts were encouraged.

RFP PROCESS

On April 23, 2014, the City Commission approved the issuance of the ITN, which was issued on April 24, 2014, with an opening date of June 26, 2014. A pre-proposal conference was held on May 14, 2014. The City received three (3) proposals.

- Fantasy Theatre Factory, Inc.
- The Market Company
- The Rhythm Foundation

On August 18, 2014, the City Manager appointed an Evaluation Committee (the “Committee”), consisting of the following individuals:

- Cynthia Casanova, Parks Facilities Manager, Parks & Recreation Department
- Mark Milisits, Leasing Specialists, Tourism, Culture & Economic Development
- Charles Million, City of Miami Beach Cultural Arts Council

Alternates:

- Carlos DaCruz, Office Associate V, Parks & Recreation Department

The Committee convened on August 21, 2014, to consider the proposal received. The Committee was provided an overview of the project, information relative to the City’s Cone of Silence Ordinance and the Government Sunshine Law. The Committee was also provided general information on the scope of services, references, and a copy of each proposal. The Committee was instructed to score and rank the proposal pursuant to the evaluation criteria established in the RFP.

The evaluation process resulted in the following:

ITN 2014-215-LR Band Shell Management Services	Cynthia Casanova	Ranking	Mark Milisits	Ranking	Charles Million	Ranking	LOW AGGREGATE TOTALS	Final Rankings
Fantasy Theatre Factory, Inc.	75	2	80	2	82	2	6	2
The Market Company	45	3	67	3	74	3	9	3
The Rhythm Foundation	98	1	95	1	95	1	3	1

In determining responsiveness and responsibility of the firms, the Department of Procurement Management verified compliance with the minimum requirements established in the ITN, and financial capacity as contained in the Dun & Bradstreet Supplier Qualifier Report.

The Rhythm Foundation, is a Miami-Beach based non-profit organization, established in 1988 to promote international cultural exchange through the presentation of live music. Special focus is given to those cultures of greatest interest to South Florida residents and visitors, allowing better understanding between communities. The Rhythm Foundation has grown to become one of the largest independent presenting organizations of its kind in the United States, with year-round programming and a budget of over \$1,000,000. They provide similar services to the Hollywood Community Redevelopment Agency for the Hollywood ArtsPark Experience; the City of Miami’s Little Haiti Cultural Center for their Big Night in Little Haiti; and the City of Boca Raton’s for the Boca Brazilian Beat.

Fantasy Theatre Factory, Inc., is a non-for-profit professional theater and cultural arts institution founded in 1978, and incorporated in 1982. Its primary mission is to make the arts and culture more accessible to people of all cultures and backgrounds. Fantasy Theatre Factory produces all street entertainers and specialty skills acts for the annual Art Deco Weekend festival; yearly theatre for young audiences at schools, parks, museum and numerous other venues throughout the City, as well as, Miami-Dade and Broward Counties.

The Market Company, has produced and managed the Lincoln Road Farmers Market since 1997. It also runs the Normandy Village Marketplace and Espanola Way Weekend Festival which includes artistic presentations. The Market Company produces ten (10) additional markets each year throughout Miami-Dade County.

MANAGER'S DUE DILIGENCE & RECOMMENDATION

While the ITN process allows for negotiations with multiple proposers, the results of the evaluation process indicate that The Rhythm Foundation is overwhelmingly the most qualified proposer; therefore, after reviewing the submissions and the Evaluation Committee's rankings of proposals received, the City Manager recommends that the Mayor and the City Commission, pursuant to Invitation to Negotiate (ITN) No. 2014-215-LR, for Band Shell Management Services, authorize the administration to enter into negotiations with The Rhythm Foundation; and further authorize the City Manager to execute an Agreement upon conclusion of successful negotiations by the Administration. The Administration recommends that if successful negotiations cannot be reached with The Rhythm Foundation, that the Mayor and City Commission authorize the Administration to negotiate with the Fantasy Factory Theatre and The Market Company.

CONCLUSION

The Administration recommends that the Mayor and the City Commission, pursuant to Invitation to Negotiate (ITN) No. 2014-215-LR, for Band Shell Management Services, authorize the Administration to enter into negotiations with The Rhythm Foundation; and further authorize the City Manager to execute an Agreement upon conclusion of successful negotiations by the Administration. The Administration recommends that if successful negotiations cannot be reached with The Rhythm Foundation, that the Mayor and City Commission authorize the Administration to negotiate with the Fantasy Factory Theatre and The Market Company.



JLM / KGB / MT / MS / AD

**MANAGEMENT AGREEMENT BETWEEN
THE CITY OF MIAMI BEACH, FLORIDA
AND
THE RHYTHM FOUNDATION, INC.
FOR THE MANAGEMENT OF THE NORTH SHORE BAND SHELL**

THIS AGREEMENT, is made and executed as of this 19 day of February, 2015 ("Effective Date"), by and between the CITY OF MIAMI BEACH, a municipal corporation organized and existing under the laws of the State of Florida, whose address is 1700 Convention Center Drive, Miami Beach, Florida 33139 ("City"), and THE RHYTHM FOUNDATION, INC., a Florida not-for-profit corporation, whose principal address is 407 LINCOLN ROAD #6E, MIAMI BEACH, FL 33139 ("TRF").

RECITALS

WHEREAS, City is the owner of the North Shore Band Shell, located at 7275 Collins Avenue, Miami Beach, Florida 33141; and which is more particularly described and depicted in Exhibit "A," attached hereto and made a part hereof (the "Band Shell" or the "Facility"); and

WHEREAS, TRF is a Florida not-for-profit (501(c)3) arts organization which seeks to increase international awareness and cultural exchange through the presentation of live music and related media programming; and

WHEREAS, on April 23, 2014, the City issued Invitation to Negotiate No. 2014-215-LR for Band Shell Management Services (the "ITN"); and

WHEREAS, on September 10, 2014, the City Commission adopted Resolution No. 2014-28722 authorizing the administration to negotiate with TRF, as the top-ranked proposer pursuant to the ITN, for the management and operation of the Facility; and

WHEREAS, City desires to engage TRF, and TRF desires to accept the engagement, to provide management services for the Facility on the terms and conditions set forth herein.

NOW THEREFORE, recognizing the aforesated recitals as true and correct and incorporating herein, and in consideration of the mutual covenants and conditions herein contained, it is agreed by the parties hereto as follows:

SECTION 1. DEFINITIONS.

For purposes of this Agreement, the following terms have the meanings referred to in this Section 1:

"Affiliate" -- an entity that directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control with, a specified entity. For purposes of this definition, "control" means ownership of equity securities or other ownership interests which represent more than 51% of the voting power in the controlled entity.

"City" -- as defined in the first paragraph of this Agreement.

"City Commission" -- the governing and legislative body of the City.

"City Manager" -- the chief executive officer of the City, or such person who shall be the City Manager's designee, as defined below and as may, from time to time, be authorized in writing by the City Manager to act for him/her with respect to any or all matters pertaining to this Agreement. City Manager's designee shall be the City's Parks and Recreation Department Director.

"Commencement Date" -- as defined in Section 2.

"Contract Year" -- each one year period beginning October 1st, and ending September 30th.

"Effective Date" -- provided that this Agreement has been executed by City and TRF, the date set forth in the first paragraph of this Agreement.

"Event" -- all uses at the Facility which involve a scheduled show with a beginning and ending time, typically all within the same day. With respect to a "Series" (as such term is hereafter defined"), each show within the Series shall constitute an Event.

"Event Expenses" -- any and all expenses incurred or payments made by TRF in connection with the occurrence of an Event at the Facility including, but not limited to, costs for staffing, and costs relating to set-up and clean-up.

"Expiration Date" -- as defined in Section 2

"Facility" -- as defined in the Background Section of this Agreement, and as depicted in Exhibit "B" hereto.

"Facility Rentals" -- temporary use of the Facility at specific interval of time pre-determined and agreed upon by TRF.

"Fiscal Year" -- each City fiscal year beginning October 1st and ending September 30th.

"Governmental Requirements" -- all laws, ordinances, rules, regulations, statutes, policies and procedures (including administrative guidelines), and other legal requirements of any governmental body or authority or any agency thereof (including, without limitation, federal, State, County, and City).

"Net Operation Loss/Profit" -- with respect to a Fiscal Year, the excess, if any, of Operating Expenses for such Fiscal Year over Operating Revenues for such Fiscal Year, in the case of a loss; and the excess, if any, of Operating Revenues for such Fiscal Year over Operating Expenses for such Fiscal Year, in the case of a profit.

"Operating Expenses" -- any and all expenses and expenditures of whatever kind or nature incurred, directly or indirectly, by TRF in operating, managing, maintaining, and promoting the Facility including, but not limited to: employee compensation, employee benefits, supplies, materials, costs of any independent contractors, advertising costs, all costs of maintaining the Facility (as required by this Agreement), marketing and public relations costs and commissions, janitorial and cleaning expenses, dues and membership costs, amounts expended to procure and maintain permits and licenses, sales taxes imposed upon rentals, professional fees directly relating to the operation of the Facility, printing costs,

Event Expenses, postage and freight costs, equipment rental costs, computer equipment leases and line charges, telephone and telecommunications services, artist and talent fees, show settlement charges, security expenses, travel and entertainment expenses in accordance with TRF's normal policies, the cost of employee uniforms, safety and medical expenses, exterminator costs, costs relating to the maintenance of signage, costs associated with compliance of Governmental Requirements, all premiums for insurance carried by TRF pursuant to Section 14, and all other costs of operating the Facility. Operating Expenses **shall not**, however, include any costs of litigation between City and TRF, or any costs that are specified in this Agreement as costs to be paid by City. All Operating Expenses shall be determined in accordance with generally accepted accounting principles consistently applied and recognized on a full accrual basis.

"Operating Revenues" -- any and all revenues of every kind or nature derived from operating, managing or promoting the Facility including, but not limited to: concession fees, rentals, revenues from merchandise sales, advertising sales, equipment rentals, box office revenues, food service and concession revenues (However, if such revenues are collected in the first instance by and retained by the concessionaire, only the amount of such revenues paid by the concessionaire to TRF shall be included as Operating Revenues), commissions or other revenues from decoration and set-up, security and other subcontractors (However, if such revenues are collected in the first instance by and retained by such subcontractors, only the amount of such revenues paid by such contractors to TRF shall be included as Operating Revenues), revenues generated from separate agreements with TRF Affiliates pertaining to the Facility, interest revenues, and any other miscellaneous operating revenues; all as determined in accordance with generally accepted accounting principles consistently applied and recognized on a full accrual basis. For the sake of clarity, the parties acknowledge that revenues from the sale of tickets for Events at the Facility **are not** Operating Revenues, but are instead revenues of the promoter and/or performer of each such Event. To the extent that TRF collects such ticket sale revenue on behalf of a promoter and/or performer, such ticket sale revenue shall be the source of funds from which TRF collects the rental charges and other event reimbursements owed by the promoter and/or performer for use of the Facility, which such charges and reimbursements are Operating Revenues hereunder. Operating Revenues shall also **not** include any revenues from name-in-title rights (i.e., the right to name the exterior or interior of the Facility or any portion thereof, except as set forth in subsection 8.3 hereof), and any signage related thereto, all of which are specifically reserved to the City.

"Proposal Documents" -- shall mean City of Miami Beach Invitation to Negotiate No. 2014-215-LR for Band Shell Management Services, together with all amendments thereto, issued by the City (the "ITN"), and the Consultant's proposal in response thereto ("Proposal"), all of which are hereby incorporated and made a part hereof; provided, however, that in the event of an express conflict between the Proposal Documents and this Agreement, the following order of precedent shall prevail: this Agreement; the ITN; and the Proposal.

"Quarterly/Quarter(s)" -- October 1st, January 1st, April 1st and July 1st of each Fiscal Year.

"Series" -- a sequence of Events which may or may not involve the same production elements, but can be characterized by a unifying theme and schedule.

"TRF" -- as defined in the first paragraph of this Agreement.

SECTION 2. TERM.

2.1 Initial Term. This Agreement shall be for an initial term of two (2) years, which shall be deemed to have commenced retroactively on October 1, 2014 (Commencement Date), and which shall end on September 30, 2016 (Expiration Date), unless earlier terminated pursuant to the provisions of this Agreement.

2.2 Renewal Term(s). At its sole option and discretion, the City, through its City Manager, may extend this Agreement for up to two (3) additional one (1) year terms, and/or multi-year terms, but in no event to exceed five (5) years in total, (each such one year term, or multi-year term, as the case may be, a Renewal Term), by providing TRF with not less than 365 days prior written notice prior to the Expiration Date, or not less than ninety (90) days written notice prior to the expiration date of a Renewal Term, as the case may be.

2.2.1 Notwithstanding anything in this Section 2, in the event TRF decides not to renew the Agreement, it shall provide the City Manager with written notice of its intent not to renew at least 365 days prior to the Expiration Date, or ninety (90) days written notice prior to the expiration date of the then current Renewal Term, as the case may be.

SECTION 3. NORTH SHORE BAND SHELL.

The Facility subject to this Agreement shall be those facilities and spaces more specifically described in Exhibit "A."

SECTION 4. OPERATION AND MANAGEMENT OF THE BAND SHELL.

4.1 General Scope. City hereby engages TRF to operate, manage, maintain, promote and market the Facility during the Term, upon the terms and conditions hereinafter set forth.

4.2 Manager of the Facility. TRF accepts the engagement and agrees to operate, manage, maintain, promote and market the Facility, at a minimum, in a manner and quality consistent with the Comparable Facilities defined in Section 5.1 hereof. Subject to the terms of this Agreement, TRF shall be, as agent for the City, the sole and exclusive manager of the City to operate, manage, maintain, promote and market the Facility during the Term. In such capacity, except as otherwise expressly reserved under this Agreement to the City, and/or except for such matters as are subject to the approval of the City or City Manager, TRF shall have exclusive authority over the management and operation of the Facility.

4.3 Permitted Uses. TRF shall use the Facility solely and exclusively as a venue for its not-

for-profit cultural presentation company. The Facility shall be used primarily as a venue for top-quality cultural entertainment. The venue may also be used as a live theatrical entertainment venue and public auditorium, or any combination thereof, and for such ancillary uses as are customarily related to such primary use including, without limitation, broadcasting, recording, filming, private parties or functions, food and beverage concessions; in each case in conjunction with an Event then being held; and sale of merchandise related to any Event then being held. TRF shall be responsible for ensuring that any requisite special event permits, which the City of Miami Beach may require for Events at the Facility, are properly secured. Such uses shall include only the following:

- a. Performance venue
- b. Events facility
- c. Rehearsal space
- d. TRF administrative offices;
- e. Food and beverage concession;
- f. Sale of merchandise related to an Event then being held;
- g. Private parties and/or functions in conjunctions with an Event then being held;
- h. As an ancillary use, third party rentals as may occur from time to time;
- i. Facility for film / television / photographic/ audio productions;

The Facility does not include dedicated parking for the building. Patrons of Events may park in public parking lots and garages if and to the extent available, upon paying the applicable parking charges. No other uses shall be permitted without the prior written approval of the City Manager, which approval may be granted or withheld in his sole discretion. Any such other use which the City Manager approves must, however, be in accordance with (i) the Articles of Incorporation and other charter documents of TRF; (ii) all laws and regulations applicable to not-for-profit entities; (iii) all applicable Governmental Requirements; and (iv) all ad valorem tax exempt uses of property under Chapter 196, Florida Statutes.

4.4 Prohibited Uses. It is understood and agreed that the Facility shall be used by TRF during the Term only for the stated purposes in Section 4.3, and for no other purposes or uses whatsoever, without express written permission of the City Manager. Notwithstanding anything contained in Section 4.3, or any other term or condition of this Agreement: (1) TRF will not make or permit any use of the Facility that, directly or indirectly, is forbidden by any Governmental Requirement, or that may be dangerous to life, limb or property; and (2) TRF may not commit waste on the Facility, use the Facility for any illegal purpose, commit a nuisance on the Facility, or allow any toxic, hazardous or dangerous substance to be brought into the Facility or stored therein (other than small quantities of materials customarily used in the operation of a live theatrical performance and production venue, which shall be used and stored in compliance with Governmental Requirements). In the event that TRF uses the Facility for any purposes not expressly permitted herein, then the City, through its City Manager, may declare this Agreement in default and, in addition to all other remedies available to City, restrain such improper use

by injunction or other legal action, with or without notice to TRF.

4.5 Operational Rules for Facility.

On December 17, 2014, the City of Miami Beach Commission passed Resolution No. 2014-28874, attached as Exhibit "H" hereto, requiring certain operational guidelines for the Facility, including the following:

4.5.1 Amplified Sound and Live Entertainment: The City will be installing an audio sound system designed to maintain the audio levels at a maximum level of 105 dBC ("House Sound System"). TRF will only be permitted to use such House Sound System in connection with any Events held at the Facility and, at all times, the sound levels may not exceed 105dBC. Additionally, TFR shall be responsible for ensuring that users of the Facility do not use temporary sound equipment for any Event held at the Facility.

4.5.2 Facility Hours of Operation: 10:00 am to 10:00 pm.; provided, however, that the City Manager shall have the discretion to extend the hours of operation on a case by case basis to 11:00 pm on the weekends (Friday or Saturday). Any extension of the hours of operation under this Subsection 4.5.2 shall be given in writing by the City Manager in advance of the scheduled Event.

4.6 Cessation/Suspension of Approved Use(s) and/or Business Activity(ies). Notwithstanding anything contained in this Agreement, and except for the Permitted Uses expressly set forth in Section 4.3, and in the event that another particular use(s) and/or business activity(ies) has(ve) been approved by the City Manager, and the City Manager thereafter, upon reasonable inquiry, determines that the continuation of such use(s) and/or activity(ies) is(are), or may be, inconsistent, contrary to, and/or detrimental to the Permitted Uses set forth in this Agreement, and/or to the health, safety and/or welfare of the residents of and visitors to the City of Miami Beach, then the City Manager, upon thirty (30) days prior written notice to TRF of same, may revoke, suspend, and/or otherwise disallow the objectionable uses(s) and/or business activity(ies), and TRF shall immediately cease and desist in providing, and/or continuing with, said use(s) and/or business activity(ies) within the time period and in the manner prescribed in the City, subject to such additional guidelines, as may be determined and established by the City Manager, in his/her sole and reasonable discretion and judgment.

SECTION 5. SCOPE OF SERVICES.

5.1 General. TRF shall perform and furnish management services, personnel, and systems and materials, as are appropriate or necessary to operate, manage, supervise, maintain, promote and market the Facility in a manner consistent with the operations, management, promotions and marketing of other similar first-class facilities such as Daytona Beach Band Shell in Daytona Beach, Florida, and ArtsPark Amphitheater in Hollywood, Florida ("Comparable Facilities").

5.2 Required Number of Events; Reports; Continuous Operation; Conclusion of Events. In order to ensure the continuous operation of the Facility and, commencing as of the Effective Date, TRF shall cause at least 35 Events to be held at the Facility for each Contract Year during the Term. The aforesaid 35 Events shall be calculated by counting each separate Event in a Series.

5.2.1 Annual Benchmarks

5.2.1.1 TRF shall operate a minimum of 35 new Events per year at the Facility (The City's Movie Nights shall not count towards the benchmark.) These 35 new Events shall take precedence over any private rentals of the Facility. Since TRF will not commence to operate the Facility until after the Effective Date of this Agreement (instead of October 1, 2014) and the City has been operating the Facility and presenting Events prior to the Effective Date, during the first year of the Initial Term (ending September 30, 2015), only, this benchmark shall be reduced to 21 new Events, instead of 35.

5.2.1.2 In addition to its own produced Events, TRF shall collaborate with other cultural and quality presenting organizations to develop consistent Events at the Facility.

5.2.1.3 TRF shall create and implement consistent marketing materials, including, but not limited to, public relations, social media campaigns, and paid marketing outreach, to ensure that both the North Beach community and South Florida residents in general are aware of programs taking place at the Facility. A detailed plan and budget illustration marketing efforts will be submitted Quarterly, within fifteen (15) days from the end of each Quarter, with the first report due (for the January, 2015 Quarter) on or before April 15, 2015.

5.2.1.4 TRF shall survey Event goers and community businesses to ensure that TRF's programming at the Facility continues to benefit North Beach residents and businesses, as well as Miami Beach residents as a whole. Survey questions shall be approved in writing by the City Manager in advance. The overall satisfaction target shall be 90%. Surveys must be conducted in a format which is auditable. Additionally, on a monthly basis, responses to the survey questions shall be provided to the City Manager.

5.2.1.5 TRF shall submit to the City, every Quarter, within fifteen (15) days from the end of each Quarter, commencing with the January, 2015 Quarter, a detailed report ("Programmatic Quarterly Report") setting forth the following information:

- i. The number of Events hosted during the previous Quarter, including the charge to the public for the event, if any.
- ii. The number in attendance at the Event.
- iii. The number of Facility Rentals and the charge for said Facility Rentals.
- iv. A detailed plan and budget illustrating the marketing efforts.

v. The Events scheduled or anticipated for the upcoming Quarter.

5.3 TRF shall cause the Facility to be available to open on a year round basis, subject to closures for reasonable periods for rehearsal, set design, repairs, maintenance and alterations. All Events and all uses shall conclude prior to 10:00 p.m. on weeknights, and may be extended to 11:00 p.m. on weekends (Friday and Saturday), if approved in advance by the City Manager, in writing; provided, however, that TRF's employees and/or contractors may be permitted to remain at the Facility beyond 10:00 pm on weekdays or 11:00 pm on weekends, however, no later than midnight in the event that same is necessary for purposes of taking down and/or dismantling a production, cleaning the Facility after a performance, etc., so long as TRF's activities at the Facility during this time do not disrupt and/or negatively impact the surrounding neighborhood. In the event of such disruption, the City Manager shall have the right to either strictly enforce the hours of operation, or impose reasonable guidelines upon TRF as a condition to keeping the Facility open for the aforesated purposes (beyond 10:00 pm) **TRF SHALL PROVIDE SURROUNDING CONDOMINIUMS WITH 30 DAYS ADVANCE WRITTEN NOTICE WHEN SCHEDULED EVENTS WILL INVOLVE AMPLIFIED SOUND.**

5.4 Booking Policies. The City and TRF agree and acknowledge that the Facility will be primarily used by TRF to provide top-quality cultural and entertainment to the City's residents and visitors, but that TRF may also, from time to time, rent the Facility to third party presenters consistent with the terms herein. Except as otherwise provided herein, TRF shall have the sole authority to approve the scheduling of any Event in the Facility and Events requiring or having co-promotions and may refuse to book any type or category of Events for any reason whatsoever, so long as the event is consistent with Section 4 of this Agreement and applicable Governmental Requirements. TRF shall have no obligation to book any type or category of Events (or specific Event) that are inappropriate or unprofitable, as reasonably determined by TRF, or which may in any way interfere with the day to day activities of area residents and businesses. **Notwithstanding the preceding, or any other term or condition of this Agreement, the City Manager shall have the right to prohibit certain Events or uses from occurring at the Facility, upon the City Manager's reasonable determination that such Event or use might present unreasonable safety concerns, or violate (or otherwise not comply with) Governmental Requirements.** Notice of any such determination shall be sent by written notice to TRF within thirty (30) days after the City Manager has received the Quarterly booking report from TRF that specifies the potential Event.

5.5 Specific Services. Without limiting the generality of the foregoing, TRF shall perform all of the following services, all without the necessity of first obtaining City's approval (except where otherwise expressly required in this Agreement), and all of which shall be performed by TRF, **at a minimum**, in a manner consistent with the management and operation of the Comparable Facilities:

5.5.1. employ, supervise, and direct all employees and personnel consistent with the

provisions of this Agreement. All employees and/or subcontractors shall be employees and/or subcontractors of TRF, its Affiliates, or third parties, and not of City. TRF shall be solely responsible for assuring that the Facility is adequately staffed with competent, qualified personnel to fulfill its responsibilities under this Agreement;

5.5.2. administer relationships with all third parties (including, without limitation, entering into contracts and licenses for the food and beverage concessionaire at the Facility) for the use, day to day maintenance and operation of the Facility, initiate and participate in any and all negotiations, renewals and extensions relating to such third party relationships, and enforce contractual agreements concerning any such third party relationships;

5.5.3. negotiate, execute in its name as agent for the City, deliver and administer any and all licenses, occupancy agreements, sponsorship agreements (excluding name-in-title agreements), rental agreements, booking commitments, concession agreements (excluding valet parking agreements), supplier agreements, service contracts (including, without limitation, contracts for cleaning, decorating and set-up, general maintenance stage equipment, staffing and personnel needs, including guards and ushers, telephone, extermination and other services which are necessary or appropriate, and all other contracts and agreements in connection with the management, maintenance, promotion and operation of the Facility; provided that (1) if any such license, agreement, commitment or contract has a term that extends beyond the remaining Term, such license, agreement, commitment or contract shall provide that it is automatically assigned to City as of the expiration or termination date of this Agreement and that the City Manager may terminate any such agreement without payment thereafter at any time upon not less than ten (10) days written notice; (2) TRF shall have the sole authority to approve the scheduling of any Event to be held at the Facility, subject to the limitations and requirements of this Agreement; and (3) any contract entered into between TRF and a subsidiary and/or Affiliate company shall be at terms and for prices customarily charged by such subsidiary and/or Affiliate company for comparable goods and services elsewhere at rates that are competitive within the industry;

5.5.4. maintain the Facility (excluding all structural components thereof and maintenance and replacement of all electrical HVAC, life safety, mechanical, plumbing and other systems and equipment) in a good and clean condition consistent with other Comparable Facilities and in compliance with all Governmental Requirements, ordinary wear and tear, and casualty loss excepted. Maintenance responsibility shall include, without limitation, preventative and any and all other maintenance and as required in Exhibit "B" to this Agreement (entitled "City of Miami Beach Minimum Specifications for Maintenance of the North Shore Band Shell"). TRF shall keep on-site maintenance manuals and records reflecting all of TRF's maintenance activities, all of which shall be available for inspection by the City Manager upon request. TRF shall submit to the City Manager periodic (not less than Quarterly) reports specifying all maintenance work performed during such period, which reports shall be used by the City's Parks and Recreation Department as part of an annual City maintenance

inspection and review, TRF warrants and represents to City that, prior to the Effective Date, TRF inspected the Facility, and TRF hereby accepts the Facility "as-is, where-is and with all faults."

5.5.5 rent, lease, or purchase all equipment and maintenance supplies necessary or appropriate for the day-to-day operation and maintenance of the Facility;

5.5.6 establish and adjust prices, rates and rate schedules for the aforesaid licenses, agreements and contracts, and any other commitments relating to the Facility to be negotiated by TRF in the course of its management, operation, booking and promotion of the Facility. The prices, rates and rate schedules for the rental of the Facility, set forth in the attached Exhibit "C", have been approved by the City Manager. Any subsequent change to the rates or rate schedule shall be submitted to the City Manager for his review and written approval, prior to TRF's implementation of same;

5.5.7 pay when due, all Operating Expenses from TRF's own funds;

5.5.8 after consultation with the City Manager and the City Attorney, and subject to approval by the City Attorney or his designee, institute as agent for the City, the costs of which shall be included as Operating Expenses, such legal actions or proceedings necessary or appropriate in connection with the operation of the Facility (using legal counsel approved by the City Attorney), including, without limitation, to collect charges, rents or other revenues due to the City or to cancel, terminate or sue for damages under, any license, use, advertisement or concession agreement for the breach thereof or default thereunder by any licensee, user, advertiser, or concessionaire at the Facility; institute on TRF's a own behalf (and not as agent for City) without consultation or approval of the City, the costs of which shall be included as Operating Expenses, such legal actions or proceedings necessary or appropriate in connection with the operation of the Facility, including, without limitation, to collect charges, rents or other revenues due to the City or TRF or to cancel, terminate or sue for damages under, any license, use, advertisement or concession agreement for the breach thereof or default thereunder by any licensee, user, advertiser, or concessionaire at the Facility;

5.5.9 maintain a master set of all Event records, booking records and schedules for the Facility (which shall be available for inspection by the City Manager upon request);

5.5.10 provide day-to-day administrative services in support of its management activities to ensure that the Facility shall be operated, managed, and maintained and performed in a first class manner consistent with similar first class facilities including, but not limited to, acquisition of services, equipment, supplies and facilities; maintenance and property management; personnel management; record-keeping; collections and billing; and similar services;

5.5.11 engage in advertising, solicitation, and promotional activities necessary to effectively market the Facility and Events, and manage related social media platforms for the Facility. Any marketing materials created for the Facility will remain the exclusive property of the City. In connection with its activities under the terms of this Agreement, TRF will be permitted to use the logo and brand identity of the City of Miami Beach, and of the Facility, as approved by the City Manager;

5.5.12. act as a collection agent for the City on sales taxes as required from for-profit facility rentals of the Facility and remit to the State of Florida such sales taxes;

5.5.13. comply with all City Agreements;

5.5.14. except as otherwise approved by the City Manager, TRF shall not license or allow the use of any portion of the Facility except as permitted under Section 3 and, in such case, only for short-term users (i.e., less than fourteen (14) consecutive days). TRF shall require that all users of the Facility provide certificates of insurance evidencing appropriate insurance and any other insurance required by the applicable license, use or occupancy agreement. Copies of these certificates shall be furnished to the City Manager or City Manager's designee prior to any Event or use. Such insurance shall be kept in force at all times by all licensees, users, lessees and concessionaires. All liability policies shall name the City and TRF as additional insureds. TRF shall also require all users of the Facility to execute (among the terms of the license or occupancy agreement) an agreement to indemnify, defend and hold harmless the City. TRF standard license or occupancy agreement shall, at a minimum, include the insurance and indemnity requirements contained herein; shall further be subject to the prior review and approval of the City Manager and City Attorney's Office; and – if and when approved – shall be attached as Exhibit "D" hereto.

SECTION 6. COMPENSATION TO THE CITY FOR USE OF THE FACILITY (USE FEE).

6.1. **Base Use Fee.** For the initial term of the Agreement, TRF shall pay City an annual use fee for the right to use the Facility in the amount of \$1.00, in consideration of TRF's not for profit status and its investments in programming, staffing, marketing and improvements. All payments are payable annually, commencing on the Commencement Date and thereafter on the first day of each Contract Year. The Base Use Fee (and all other amounts due hereunder) shall be paid to City in legal tender of the United States of America at the following address: Parks and Recreation Department, 1701 Meridian Avenue Suite 401, Miami Beach, Florida 33139, Attention: Elizabeth Valera, Deputy Director; or at such other place that City may from time to time designate by notice in writing.

6.2 **Additional Fees and Charge.** In addition to the Base Use Fee as set forth in section 6.1, TRF shall also be responsible for payment of the following Additional Fees and Charges:

6.2.1 **Operating Expenses.** TRF shall pay all costs and expenses related to Operating Expenses, except with respect to utilities for which the City is responsible, as more specifically set forth in Section 20 herein. TRF hereby irrevocably and unconditionally guarantees to the City that Operating Revenues shall at all times be sufficient to pay as and when due all Operating Expenses and any and all other amounts that TRF is obligated to pay pursuant to this Agreement, and further covenants and agrees that if at any time there are insufficient Operating Revenues to pay all of the foregoing amounts, as and when required, TRF shall immediately pay the difference from TRF's own funds. This obligation is absolute and unconditional and shall even apply if Operating Revenues are reduced or limited by facts or

circumstances not contemplated by the parties or for reasons beyond the parties' control. The provisions of this section 6 shall survive any termination or expiration of this Agreement.

6.2.2 Sales Tax. TRF shall pay and include any and all additional sums for applicable sales and use tax, now or hereafter prescribed by State, federal or local law, concurrent with and to the extent any sales tax is imposed in connection with any payment due hereunder by TRF.

6.2.3 Notwithstanding this Section 6, TRF shall not be responsible for paying for major capital improvements or infrastructure within the Facility.

SECTION 7 - INTENTIONALLY OMITTED.

SECTION 8 - RIGHTS RESERVED TO CITY.

8.1 Rights of Entry. Representatives, contractors and employees of the City shall have the right to enter all portions of the Facility to inspect same, to observe the performance of TRF of its obligations under this Agreement, to install, remove, adjust, repair, replace or otherwise handle any equipment, utility lines, or other matters in, on, or about the Facility, or to do any act or thing which the City may be obligated or have the right to do under this Agreement. Nothing contained in this subparagraph is intended or shall be construed to limit any other rights of the City under this Agreement. The City shall not unreasonably interfere with the activities of TRF hereunder, and the City's actions shall be conducted such that disruption of TRF work shall be kept to a minimum and there shall be no disruption of any Event by City (the City's actions in its proprietary capacity of the foregoing, shall not diminish any rights of City in its governmental capacity).

8.2 Signage. Exterior marquee messaging will be controlled by TRF and will list only Events taking place within the Facility. **TRF shall include City requested public information messages.** TRF shall provide, at its sole expense and responsibility, any required signs within the Facility. All signage shall be approved by the City Manager, and shall be in accordance with all applicable Municipal, County, State and Federal laws and regulations. Any signage shall be subject to the prior approval of the City Manager as to size, shape and placement of same.

8.3 Interior Signage. TRF shall be entitled to all non-permanent interior signage (i.e. signage having a total duration not to exceed twelve consecutive (12) months) relating to an Event, including, without limitation, temporary banners, and all proceeds derived therefrom shall be Operating Revenues; provided, however, that the names affixed thereon are subject to the City Manager's prior written approval, which shall not unreasonably be withheld, conditioned or delayed. In no event may any such signage include the names of any company selling the following types of products ("Prohibited Names"): guns, tobacco or sexual products. **Any and all other naming right not expressly provided for in this subsection 8.3, and any revenues derived therefrom, shall be owned and controlled exclusively by the City.**

8.4 General Requirement. All signage (whether interior, exterior, permanent and/or temporary) shall comply with all applicable Governmental Requirements, and shall be maintained by TRF in good condition.

SECTION 9. LIMITED FUNDING BY CITY.

During the first Fiscal Year of the initial term of this Agreement (From October 1, 2014 through September 30, 2015), the City shall provide funding to TRF, in the amount of \$30,000.00 ("City Contribution(s)"), payable within fifteen (15) days following the end of each Quarter, with the first payment, in the amount of \$7,500.00, due April 15, 2015; \$11,250.00 due on July 15, 2015, and \$11,250.00 due on October 15, 2015. TRF shall submit an invoice for each payment of such City Contribution and also submit the corresponding reports due for that particular Quarter. The City, in its sole discretion, may condition payment of the City upon TRF providing the requisite reports under this Agreement, including, without limitation, those reports set forth in Sections 5 and 12 of this Agreement. Thereafter, subject to funding availability, the City shall provide a City Contribution, in an amount up to \$45,000.00 annually, during the balance of the Initial Term and any Renewal Terms (should said Renewal Terms be granted, at the sole option of the City), toward the operation of the Facility. Except as set forth in this Section 9, and other costs which the City has expressly agreed to pay under the terms of this Agreement, the City will have no other funding or other payment obligations with respect to the Facility or its Operating Expenses or its operations. Additionally, TRF and City have entered into this Agreement with the expectation and belief that, as of the Effective Date, no governmental body will impose any ad valorem taxes upon the Facility nor any sales, income, excise or other taxes. Notwithstanding the preceding sentence, the City makes no representation to TRF, either expressed or implied, that any or all of such taxes may or may not be imposed at any time during the Term of the Agreement.

SECTION 10. RECEIPTS AND DISBURSEMENTS

TRF shall establish and maintain in one or more depositories, one or more operating, payroll and other bank accounts for the operation and management of the Facility, as TRF shall determine. All Operating Revenues collected by TRF from the operation of the Facility shall be deposited into the accounts and all Operating Expenses shall be paid by TRF as agent for the City from the accounts. Any amounts remaining in the operating accounts upon expiration or termination of this Agreement for any reason, after payment of all other amounts that TRF is required to pay under this Agreement through the date of expiration or termination, shall be promptly paid to TRF.

SECTION 11. ALTERATIONS, MAINTENANCE, AND REPAIRS.

11.1 TRF shall not make any additions, improvements, or alternations (collectively "Alterations") to the Facility without the City Manager's prior written consent. The cost of all Alterations made by TRF shall be borne solely by TRF from its own funds and shall not constitute Operating

Expenses, unless otherwise agreed to by the City under the category of Capital Improvements or Maintenance. The City Manager shall not unreasonably withhold, condition or delay his/her consent to any Alterations except that the City Manager may withhold consent, in his/her sole and absolute discretion, with respect to any Alterations that change the structural elements or life-saving systems or that affect the exterior of the Facility; Notwithstanding anything to the contrary, however, TRF shall not under any circumstances be permitted to make any Alterations that: (i) affect the structural portions of the Facility, or (ii) fail to comply with any applicable Governmental Requirements; or (iii) interfere in any material manner with the proper functioning of any mechanical, electrical, plumbing, HVAC, life safety or other systems, facilities or equipment of the Facility. Except as required pursuant to Section 5.5.4, it is understood by the parties hereto that TRF shall not be responsible, nor required to pay for, any other costs related to capital improvements or infrastructure (i.e. including, but not limited to, plumbing and sewer lines, major electrical, structural, HVAC, roof, etc.) with regard to the Facility.

11.2 TRF shall obtain all required permits for Alterations performed by, through or under TRF and shall perform or cause to be performed such Alterations in compliance with all Governmental Requirements. Under no circumstances shall TRF make any Alterations which incorporate any Hazardous Substances including, without limitation, asbestos-containing construction materials, into the Facility. Any request for City Manager's consent to any proposed Alterations by, through or under TRF shall be made in writing and shall contain plans or other written materials describing the work in detail reasonably satisfactory to City Manager, provided that architectural plans shall not be required unless required for the issuance of a building permit. The City Manager shall provide or deny consent within twenty (20) business days following receipt of TRF's written request, the failure to provide or deny consent within such twenty (20) business day period shall be deemed a consent. Should the work proposed by TRF and consented to by City Manager modify the basic floor plan of the Facility and the building permit therefor require architectural plans, then TRF shall, at its expense, furnish City with as-built drawings and CAD disks for such work. Unless the City Manager otherwise agrees in writing, all Alterations made or affixed to the Facility (excluding moveable trade fixtures, equipment, personal property and furniture) (including without limitation, all upgrades constructed pursuant to subparagraph (b)), shall become the property of City and shall be surrendered with the Facility at the expiration or termination of this Agreement. With respect to Alterations costing in excess of \$200,000, the City Manager may require TRF to obtain a payment bond for the work.

11.3 Maintenance. TRF shall, at its sole cost and expense, have sole responsibility for basic maintenance to be performed on a regular basis on all facilities, improvements, and facilities and utilities infrastructure equipment at the Facility, as well as any necessary repairs to the perimeter walls and gates. Any other repairs or replacement of the same is the responsibility of the City. TRF shall, at its sole cost and expense, and to the satisfaction of the City, keep and maintain the Facility, and all improvements

thereon, in good, clean, and sanitary order. The City shall, at its sole cost and expense, have the sole responsibility for maintaining the grounds of the North Shore Band Shell and surrounding park. To that end, the parties herein acknowledge, and TRF herein agrees to be bound by, the minimum maintenance standards set forth in Exhibit "B" to this Agreement, entitled "City of Miami Beach Minimum Specifications for Maintenance of the North Shore Band Shell." It is further understood that TRF shall provide the City with a Quarterly maintenance report, in a format to be approved by the City Manager. Setting forth any repairs made to the Facility during the reported Quarter.

11.4 Personal Property. A list of existing City-owned personal property included in the Agreement for use by TRF during the Term hereof is attached and incorporated herein as Exhibit "E". TRF hereby accepts such equipment in its "as-is" condition, and without any warranty(ies) and, at its sole cost and expense, acquire and maintain all replacement and such other equipment and, at its sole cost and expense, acquire and maintain all replacement and such other equipment as may be necessary to maintain the Facility in a condition which satisfies those maintenance standards set forth in Exhibit "B", but shall not have an obligation to improve the condition of the existing City-owned personal property beyond the "as-is" condition in which it was accepted, all of which shall be noted on the inventory. TRF shall have the right, at the initial inventory and at any point thereafter, to decline the use and responsibility for any existing City-owned personal property not useful for its operation of the Facility, and may turn such existing City-owned personal property over to the City in the condition in which it was accepted. Any personal property purchase with Operating Revenues shall become City-owned personal property and included in the inventory for the Facility. The City shall have the right to periodically take an inventory of any or all City-owned equipment at the Facility.

SECTION 12. RECORDS, AUDITS AND REPORTS.

12.1 Records and Audits. TRF shall keep full and accurate accounting books and records relating to all Operating Revenues and Operating Expenses, all in accordance with generally accepted accounting principles. TRF shall give the City such books and records during reasonable business hours and upon reasonable advance notice. All books and records shall be made available on-site at the Facility or electronically. TRF shall keep and preserve for at least three (3) years following each Fiscal Year, or for as long as such records are required to be retained pursuant to Florida Public Records Law (whichever is longer), all sales slips, rental agreements, purchase order, sales books, credit card invoices, bank books or duplicate deposit slips, and other evidence of Operating Revenues and Operating Expenses for such period. In addition, on or before 120 days following each Fiscal Year, TRF shall furnish to the City a line item (i.e., by categories) statement of Operating Costs and Operating Revenues (and profit or loss) for the Facility for the preceding Fiscal Year, and including the number of tickets sold and Events held, including any Facility Rentals, prepared in accordance with generally accepted accounting principles certified as accurate by TRF's Chief Accounting Officer or Chief Financial Officer.

12.2 The City Manager shall have the right at any time, and from time to time, to cause independent auditors or the City's own accountants or auditors to audit all of the books of TRF relating to Operating Revenues, Operating Expenses, tickets and Events including, without limitation, cash register tapes, credit card invoices, duplicate deposit tapes, and invoices. No costs incurred by the City in conducting such audit shall be considered an Operating Expense.

12.3 Annual Plan. Commencing on June 1, 2015, and thereafter on June 1st of each Contract Year during the term herein, TRF shall provide to the City an annual management plan, which shall include the annual operating budget for the then current Fiscal Year but may not have a complete booking plan or event schedule. The annual plan shall include information regarding TRF'S anticipated operations for such Fiscal Year, including planned operating and maintenance activities, anticipated capital improvements and capital equipment purchases and an anticipated budget therefore, anticipated Events at the Facility (to the extent known at such time), and planned equipment and furnishings purchases. TRF shall have the right from time to time to make any changes it deems necessary or appropriate to any such annual plan so long as the annual plan is consistent with TRF'S fulfillment of its obligations hereunder.

12.4 Programmatic Plan. Accompanying TRF's proposed annual budget shall be the Facility Programmatic Plan for the next fiscal year, detailing the then-known activities planned, and the number of residents and visitors anticipated to be impacted.

12.5 Major Capital Repairs. Accompanying TRF's proposed annual budget shall be a detailed list of then-known major capital repairs anticipated for the Facility, which remain the sole responsibility of the City.

SECTION 13. INDEMNIFICATION.

TRF shall indemnify, hold harmless and defend (with counsel approved by the City Attorney) the City, its officers, agents, servants and employees from and against any and all claims, liabilities, demands, causes of action, costs and expenses (including reasonable attorneys' fees at trial and all levels of appeal) of whatsoever kind or nature ("Claims") arising out of (i) errors, omission or negligent act or willful misconduct of TRF, its agents, servants, contractors, or employees; (ii) any default by TRF under this Agreement; or (iii) any other claim arising, directly or indirectly, from the operation or management of the Facility or any Event held therein or rental or use of the Facility; provided that there is expressly excluded from the foregoing obligations any Claims to the extent resulting solely from the gross negligence or willful misconduct of the City, its officers, agents (excluding TRF), contractors (excluding TRF) and employees or the use of the Facility by the City, its officers, agents (excluding TRF), and employees, pursuant to Section 16 hereof. The provisions of this Section 13 shall survive expiration or termination of this Agreement.

SECTION 14. INSURANCE REQUIREMENTS.

TRF shall maintain, at TRF's sole cost and expense, the following types of insurance coverage at all times throughout the Term of this Agreement:

14.1 General liability insurance with not less than the following limits:

- | | |
|-------------------------------------|-------------|
| • General aggregate | \$2,000,000 |
| • Products (completed operation | |
| • aggregate) | \$2,000,000 |
| • Personal and advertising (injury) | \$1,000,000 |
| • (Per occurrence) | \$1,000,000 |
| • Fire damage | \$ 100,000 |
| • Medical Expense | \$ 5,000 |
| • Liquor Liability (aggregate) | \$2,000,000 |
| • (Per occurrence) | \$1,000,000 |

14.2 Workers Compensation Insurance shall be required under the Laws of the State of Florida

14.3 Fire Insurance for the Facility shall be the responsibility of the City.

14.4 Builder's Risk. TRF shall carry Builder's Risk insurance during any period of construction of Alterations or any other period of construction by, through or under TRF.

The policies of insurance referred to above shall not be subject to cancellation or changing coverage except upon at least thirty (30) days written notice to City and then subject to the prior written approval of the City's Risk Manager. TRF shall provide the City with a Certificate of Insurance for each such policy, which shall name the City as an additional named insured. All such policies shall be obtained from companies authorized to do business in the State of Florida with an A.M. Best's Insurance Guide (latest edition) rating acceptable to the City's Risk Manager, and any replacement or substitute company shall also be subject to the approval of the City's Risk Manager. Should TRF fail to obtain, maintain or renew the policies of insurance referred to above, in the required amounts, the City may, at its sole discretion, obtain such insurance, and any sums expended by City in obtaining said insurance, shall be repaid by TRF to City, plus ten percent (10%) of the amount of premiums paid to compensate City for its administrative costs. If TRF does not repay City's expenditures within fifteen (15) days of demand, the total sum owed shall accrue interest at the rate of twelve percent (12%) until paid, and such failure shall be deemed an event of default hereunder.

TRF shall be the named insured under all such policies. The City shall be an additional insured under the insurance policies described in subsections 14.1, 14.3 and 14.4 hereof, as its interests may appear, and all such insurance policies shall contain a provision covering the indemnification liabilities hereunder.

The terms of insurance policies referred to in Section 14 shall preclude subrogation claims against TRF, the City and their respective officers, employees and agents.

SECTION 15. OWNERSHIP OF ASSETS.

Ownership. The ownership of the Facility and all buildings and real estate, all existing (and replacements thereof) technical and office equipment and facilities, furniture, displays, fixtures, vehicles and similar tangible property located at the Facility at the time of the commencement of this Agreement shall remain with the City. Any and all technical and office equipment and facilities, furniture, displays, fixtures, vehicles and similar tangible property purchased by TRF for use at the facility shall remain property of TRF. Ownership of and title to all intellectual property rights of whatsoever value held in the City's name shall remain in the name of the City. The ownership of data processing programs and software owned by the City shall remain with the City, and the ownership of data processing programs and software owned by TRF shall remain with TRF. TRF shall not take or use, for its own purposes, customer lists or similar materials developed by the City for the use of the Facility, unless prior written consent is granted by the City Manager. Ownership of equipment, furnishings, materials, or fixtures not considered to be real property purchased by TRF with Operating Revenues for use at and for the Facility shall vest in the City automatically and immediately upon purchase or acquisition ("City Property"). The assets of the City as described herein shall not be pledged, lien, encumbered or otherwise alienated or assigned. Notwithstanding anything to the contrary contained in this Agreement, any personality, furnishings, and movable equipment that is not a fixture and is not integral to the operation of the Facility purchased by TRF with outside funds, (funds which are not a part of Operating Revenue) and used at the Facility shall be the sole property of TRF. Ownership of and title to all intellectual property rights of whatsoever value related to marketing and promotional materials, designs, slogans, social media profiles, and web pages will remain the exclusive property of the City.

SECTION 16. USE BY THE CITY.

The City shall have the right to use the Facility, or any part thereof, subject to availability, for the benefit of the community for such purposes including, but not limited to, meetings, City-sponsored special events, Movie Nights receptions, and other purposes, as deemed necessary by the City Manager, in his sole and absolute discretion, without the payment of any rental or use fee, except that the direct out-of-pocket expenses incurred in connection with such uses shall be paid by the City. In addition, TRF shall honor all existing booked rentals and pre-determined Events scheduled at the Facility as outlined in Exhibit "F", attached hereto and made a part hereof.

SECTION 17. ASSIGNMENT/SUBLET.

17.1 Except as otherwise specifically provided in this Section 17, TRF may not voluntarily or by operation of law, assign, encumber, pledge or otherwise transfer all or any part of TRF's interest in this Agreement or subcontract its management duties hereunder without the City's prior written consent, which may be granted or withheld in City's sole and absolute discretion. Any attempt by TRF to assign all or any part of its interest and any attempt to subcontract its management duties hereunder without first having obtained City's prior written approval shall be void and of no force or effect. In the event of any assignment, transfer, encumbrance or subcontract, TRF shall nevertheless remain liable for all obligations hereunder and the transferee shall be jointly and severally liable for all obligations thereafter arising under this Agreement. Any transfer of a controlling interest in TRF (whether in a single transaction or multiple transactions) shall be considered an assignment of this Agreement. TRF specifically recognizes that City selected TRF to be the manager of the Facility as a result of the City's evaluation of TRF's specific qualifications and experience in operating similar first class facilities.

17.2 The provisions of subsection 17.1 above shall not prevent TRF in the performance of its management duties hereunder to grant licenses and concessions and rental agreements for Events and entering into a concessions agreement for the concession operations at the Facility.

SECTION 18. SECURITY.

TRF shall provide reasonable security to protect the Facility and its equipment, materials and facilities, including any City equipment, furnishings, and fixtures used by TRF, and shall be solely responsible to the City for any loss or damage to any City equipment, furnishings, and fixtures so used by TRF.

SECTION 19. PERMITS; LICENSES; TAXES; APPLICABLE LAWS.

TRF agrees to obtain and pay for all permits and licenses necessary for the conduct of its business, including a liquor or beer and wine license for the Facility, and agrees to comply with all laws governing the responsibility of an employer with respect to persons employed by TRF. TRF shall also be solely responsible for payment of any and all taxes levied on the Facility and its operations. In addition, TRF shall comply with all rules, regulations and laws of the City; Miami-Dade County; the State of Florida; and the U.S. Government now in force or hereafter to be adopted.

SECTION 20 UTILITIES; RESPONSIBILITY FOR TAXES AND ASSESSMENTS.

20.1 Utilities. During the initial term only, The City shall be solely responsible for and shall pay (whether to the City or directly to the utility) before delinquency, of all charges for all water and sewer, and electricity utilities used at the Facility. Any other utilities, including the connection of a phone line, shall be the responsibility of TRF.

20.2 Procedure If Taxes Assessed. TRF agrees to, and shall pay before delinquency, all taxes and assessments of any kind assessed or levied, whether upon TRF or the Facility, by reason of this Agreement or by reason of any use(s) and/or activity(ies) of TRF upon or in connection with the Facility. The parties acknowledge that TRF's operation and use of the Facility is for public purposes, and therefore anticipate that, as of the Effective Date, no ad valorem taxes should be assessed by the Miami-Dade County Tax Appraiser. If, however, taxes are assessed by the Property Tax Appraiser, TRF has the right to terminate this agreement without penalty by providing 90 days notice to the City, at which point the City shall be solely responsible for such payment(s).

SECTION 21. FORCE MAJEURE.

No party will be liable or responsible to the other party for any delay, damage, loss, failure, or inability to perform caused by "Force Majeure" if notice is provided to the other party within ten (10) days of date on which such party gains actual knowledge of the event of "Force Majeure" that such party is unable to perform. The term "Force Majeure" as used in this Agreement means the following: an act of God, strike, war, public rioting, lightning, fire, storm, flood, explosions, epidemics, landslides, lightning storms, earthquakes, floods, storms, washouts, civil disturbances, explosions, and any other cause whether of the kinds specifically enumerated above or otherwise which is not reasonably within the control of the party whose performance is to be excused and which by the exercise of due diligence could not be reasonably prevented or overcome (it being acknowledged that under no circumstances shall a failure to pay amounts due and payable hereunder be excusable due to a Force Majeure).

Neither party hereto shall be under any obligation to supply any service or services if and to the extent and during any period that the supplying of any such service or services or the provision of any component necessary therefore shall be prohibited or rationed by any Governmental Requirements.

In the event of substantial damage to or destruction of the Facility by reason of fire, storm or other casualty or any eminent domain action or other regulatory action that, in either case, shall render a substantial part of the Facility inoperable for a period of at least ninety (90) days or in TRF's or the City's reasonable opinion the Facility can no longer be operated in a reasonably profitable manner as a result of the damages or action for a period of at least ninety (90) days from the happening of the fire, other casualty or regulatory action, either party may terminate this Agreement upon written notice to the other. Upon any such termination, the provisions of Section 31 shall apply; and provided City shall receive the entire amount of all insurance proceeds or eminent domain award as applicable.

SECTION 22. INSPECTION.

TRF agrees that the Facility may be inspected at any time upon reasonable notice by authorized representatives of the City, or by any other State, County, Federal or municipal officer or agency having responsibilities for inspections of such operations and/or Facility.

SECTION 23. WAIVER OF INTERFERENCE.

TRF hereby waives all claims for compensation for loss or damage sustained by reasons of any interference with its operation and management of the Facility by any public agency or official as a result of their enforcement of any laws or ordinances or of any of the rights reserved to the City herein. Any such interference shall not relieve TRF from any obligation hereunder.

SECTION 24. NO LIENS.

TRF agrees that it will not suffer, or through its actions or anyone under its control or supervision, cause to be filed upon the Facility any lien or encumbrance of any kind. In the event any lien is filed, the TRF agrees to cause such lien to be discharged within ten (10) days therefrom, and in accordance with the applicable law and policy. If this is not accomplished, the City may automatically terminate this Agreement, without further notice to TRF.

SECTION 25. TRF EMPLOYEES, MANAGERS AND BOARD OF DIRECTORS.

25.1 The City and TRF recognize that in the performance of this Agreement, it shall be necessary for TRF to retain qualified individuals to effectuate and optimize TRF's management and operation of the Facility. TRF shall select, train and employ at the Facility such number of employees as is necessary or appropriate for TRF to satisfy its responsibilities hereunder. TRF shall recruit employees consistent with standards employed at comparable first class facilities, and TRF shall have authority to hire, terminate and discipline any and all personnel employed by TRF working at the Facility. Any such personnel, whether employees, agents, independent contractors, volunteers, and/or other, employed, retained, or otherwise engaged by TRF for such purpose(s), shall not be deemed to be agents, employees, partners, joint ventures, or associates of the City, and shall not obtain any rights or benefits under the civil service or pension ordinances of the City or any rights generally afforded classified or unclassified employees of the City; further they shall not be deemed entitled to the Florida Worker's Compensation benefits as employees of the City. Additionally, TRF, and/or its employees shall never have been convicted of any offense involving moral turpitude or felony. Failure to comply with this subsection shall constitute cause for termination of this Agreement.

25.2 TRF shall assign to the Facility a competent staff member experienced in the operations of similar facilities, who will be located on-site with regular and posted hours during the Term. The staff member will be supervised by a general manager who is experienced in operating and managing similar facilities. The staff member shall be accessible to the City Manager at all reasonable times to discuss the management, operation, and maintenance of the Facility. "Accessible" shall mean available either in person, by phone and/or e-mail during business and/or operation hours and within a reasonable time frame during non-business hours in the event of an emergency. The City Manager may also request that

the staff member be replaced and TRF shall duly consider all such request but shall but not be obligated to replace the staff member.

SECTION 26. NO IMPROPER USE.

TRF will not use, nor suffer or permit any person to use in any manner whatsoever, the Facility for any purpose in violation of any Federal, State, County, or municipal ordinance, rule, order or regulation, or of any governmental rule or regulation now in effect or hereafter enacted or adopted. TRF shall not use the Facility for any unlawful purpose and shall comply with all laws, permitting, and licensing requirements now in force or hereafter adopted, applicable to the Facility or the activities, uses, and/or business(es) conducted on the Facility. TRF agrees not to knowingly use the Facility for, or to permit operation of any offensive or dangerous activity, nuisance or anything against public policy. Any criminal activity in the Facility knowingly caused by or knowingly permitted by TRF shall result in automatic termination of this Agreement. Except as may result from acts of force majeure, TRF agrees that it will not allow the Facility to become unoccupied or vacant. TRF shall take appropriate precautions to prevent fire on the Facility, maintaining existing fire detection devices and extinguishing equipment at all times. Fire detection devices and extinguishing equipment to be provided and maintained by the City.

SECTION 27. NO DANGEROUS MATERIALS.

TRF agrees not to use or permit in the Facility the storage of illuminating oils, oil lamps, turpentine, gasoline (except for small containers [5 gallons or less] for machinery), benzene, naphtha, or other similar substances, or explosives or any kind, or any substance or thing prohibited in the standard policies of fire insurance companies in the State of Florida.

SECTION 28. NO CLAIM AGAINST CITY OFFICERS, EMPLOYEES, INDIVIDUALS.

It is expressly understood and agreed by and between the parties hereto that all individuals, employees, officers, and agents of the City are acting in a representative capacity and not for their own benefit; and that neither TRF nor any occupant shall have any claim against them or any of them as individuals in any event whatsoever in conjunction with any acts or duties which are reasonably related to the performance of their duties.

SECTION 29. DEFAULT AND TERMINATION.

29.1 TRF's Defaults. The occurrence of any one or more of the following events shall constitute an event of Default by TRF.

29.1.1 The failure by TRF to make any payment required to be made by TRF as and when due, which continues for more than ten (10) days after written notice from City;

29.1.2 The failure or inability by TRF to observe or perform any of the covenants or

provisions of this Agreement to be observed or performed by TRF, which continues for more than thirty (30) days after written notice from City Manager; provided, however, if the nature of the failure is such that more than such period is reasonably required for its cure, then TRF shall not be deemed to have committed an Event of Default if TRF commences the cure within such period and thereafter diligently pursues the cure to completion and actually completes the cure within an additional sixty (60) day period;

29.1.3 Except as permitted pursuant to Section 17 of this Agreement, the assignment, encumbrance, pledge, or transfer of this Agreement, whether voluntarily or by operation of law, or any subcontract of TRF's duties hereunder, which continues for more than fifteen (15) business days after written notice thereof from City Manager;

29.1.4 (i) The making by TRF of any general assignment for the benefit of creditors; (ii) the filing by or against TRF of a petition to have TRF adjudged a Chapter 7 debtor under the Bankruptcy Code, or any Code or to have debts discharged or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against TRF, the same is dismissed within sixty (60) days); (iii) the appointment of a trustee or receiver to take possession of substantially all of TRF's assets located at the Facility or of TRF's interest in this Agreement, if possession is not restored to TRF within sixty (60) days; or (iv) the attachment, execution or other judicial seizure of substantially all of TRF's assets located at the Facility or of TRF's interest in this Agreement, where the seizure is not discharged within sixty (60) days.

29.2 City Remedies. If an Event of Default by TRF occurs, then in addition to any other remedies available to City, City may exercise the following remedies:

29.2.1 City may terminate this Agreement by written notice to TRF, in which case this Agreement shall terminate and TRF shall immediately surrender possession of the Facility to City. Upon termination, City shall be entitled to recover from TRF: (1) Operating Expenses that remain unpaid through the date of termination; (2) all other amounts that TRF is required to pay under this Agreement through the date of termination.

29.2.2 City may seek specific performance of any of TRF's obligations hereunder or seek injunctive relief;

29.2.3 City may exercise any other remedies available at law or in equity.

29.2.4 The various rights and remedies reserved to City in this Agreement or otherwise shall be cumulative and, except as otherwise provided by Florida law, City may pursue any or all of its rights and remedies at the same time.

29.3 TRF's Remedies. If an Event of Default by City occurs, then TRF may exercise either of the following remedies:

TRF may terminate this Agreement by written notice to City, in which case this Agreement shall terminate and TRF shall immediately surrender possession of the Facility to City. Upon termination, TRF shall be entitled to recover from City all amounts owed by City to TRF as of the termination date and the

provisions of Section 31 shall apply; or

29.4 Late Payments. Any payment owed to City or TRF under this Agreement including, without limitation, any other payment owed to City or TRF under this Agreement that is not received by City or TRF within ten (10) days following notice of such amount being due shall bear interest at the rate of eighteen percent (18%) per annum or the highest rate allowable by law ("Default Rate") from the date due until fully paid.

29.5 IN THE EVENT THAT TRF CEASES TO BE A NOT-FOR-PROFIT CORPORATION, THIS AGREEMENT SHALL BE AUTOMATICALLY TERMINATED.

SECTION 30. [INTENTIONALLY DELETED].

SECTION 31. TERMINATION.

31.1 Termination for Convenience by City. The City reserves and retains the right, at its sole option and discretion, to terminate this Agreement, without cause and without penalty, with regard to TRF's rights and responsibilities with respect to the operation, management, maintenance, promotion and marketing of the Facility, upon one hundred eighty (180) days prior written notice to TRF.

31.2 Effect of Termination. In the event this Agreement expires or is terminated for any reason: (1) All Operating Expenses and all other obligations for the period up to the date of expiration or termination shall be paid using funds on deposit in the account(s) described in Section 10 and to the extent such funds are not sufficient, TRF shall pay all such amounts from its own funds; (2) After all amounts referenced in subparagraph (1) have been paid, TRF may retain all remaining Operating Revenues (if any). Upon the expiration of this Agreement or a termination for any reason, all further obligations of the parties hereunder shall terminate except for the obligations which for all periods up to the date of expiration or termination and such other obligations as are stated to survive or be performed after such expiration or termination. All of the foregoing reimbursement and the payment obligations are to be made within thirty (30) days after the termination date. The provisions of this Subsection 31.2 regarding the above reimbursement and payment obligations of the City shall survive the termination of this Agreement.

31.3 Surrender of Facility. Upon termination or expiration of this Agreement TRF shall surrender and vacate the Facility upon the effective date of such termination (or expiration). The Facility and all equipment and furnishings shall be returned to the City in a good and clean condition consistent with other similar Comparable Facilities and in compliance with all Governmental Requirements, ordinary wear and tear, and casualty loss excepted.

SECTION 32. NOTICES.

All notices from the City to TRF shall be deemed duly served if mailed by registered or certified

mail to TRF at the following address:

The Rhythm Foundation, Inc.
407 Lincoln Road #6E
Miami Beach Florida 33139
Attention: Laura Quinlan, Executive Director

All notices from TRF to the City shall be deemed duly served if mailed to:

City of Miami Beach
1700 Convention Center Drive
Miami Beach, Florida 33139
Attention: City Manager

With copies to:

City of Miami Beach
1700 Convention Center Drive
Miami Beach, Florida 33139
Attention: John Rebar, Parks and Recreation Department Director

TRF and the City may change the above mailing addresses at any time upon giving the other party written notification. All notice under this Agreement must be in writing.

SECTION 33. NO DISCRIMINATION.

33.1 The TRF agrees that there shall be no discrimination as to race, color, national origin, religion, sex, intersexuality, gender identity, sexual orientation, marital and familiar status, or disability in the operations referred to by this Agreement; and further, there shall be no discrimination regarding any use, service, maintenance or operation of the Facility. All facilities located on the Facility shall be made available to the public, subject to the right of TRF to establish and enforce reasonable rules and regulations to provide for the safety, orderly operation and security of the facilities.

33.2 No Discrimination in Employment; Affirmative Action. In connection with the performance of work under this Agreement, TRF shall not refuse to hire, discharge, refuse to promote or demote, or to discriminate in matters of compensation against, any person otherwise qualified, solely because of race, color, national origin, religion, sex, intersexuality, gender identity, sexual orientation, marital and familial status and age or disability.

SECTION 34 [INTENTIONALLY DELETED].

SECTION 35. LIMITATION OF LIABILITY.

The City desires to enter into this Agreement only if in so doing the City can place a limit on its 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. TRF hereby expresses his willingness to enter into this Agreement with TRF's recovery from the City for any damage

action for breach of contract to be limited to a maximum amount of \$10,000, less the amount of all funds actually paid by the City to TRF pursuant to this Agreement.

Accordingly, and notwithstanding any other term or condition of this Agreement, TRF hereby agrees that the City shall not be liable to TRF for damages in an amount in excess of \$10,000, which amount shall be reduced by the amount actually paid by the City to TRF pursuant to this Agreement, 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 paragraph 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 36. NOT A LEASE.

It is expressly understood and agreed that no part, parcel, building, structure, equipment or space is leased to TRF; that this Agreement is a management agreement and not a lease; and that TRF's right to operate and manage the Facility shall continue only so long as the TRF complies with the undertakings, provisions, agreements, stipulations and conditions of this Agreement.

SECTION 37. MISCELLANEOUS.

37.1 Venue/Waiver of Jury Trial. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, both substantive and remedial, without regard to principals of conflict of laws. The exclusive venue for any litigation arising out of this Agreement shall be Miami-Dade County, Florida, if in state court, and the U.S. District Court, Southern District of Florida, if in federal court. BY ENTERING INTO THIS AGREEMENT, CITY AND TRF 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.

37.2 No Partnership or Joint Venture. Nothing herein contained is intended or shall be construed in any way to create or establish the relationship of partners or a joint venture between the City and TRF. None of the officers, agents or employees of TRF shall be or be deemed to be employees of the City for any purpose whatsoever.

37.3 Entire Agreement. This Agreement and all Exhibits attached hereto contain the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, proposals or other expressions of intent with respect thereto. The Exhibits attached hereto are incorporated into and made a part of this Agreement. No other agreements, representations, warranties or other matters, whether oral or written, will be deemed to bind the parties hereto with respect to the subject matter hereof.

37.4 Written Amendments. This Agreement shall not be altered, modified or amended in whole or in part, except in writing executed by each of the parties hereto. The City Manager, on behalf of

the City, shall have authority to approve any changes to this Agreement.

37.5 Binding Upon Successors and Assigns; No Third-Party Beneficiaries.

37.5.1 This Agreement and the rights and obligations set forth herein shall inure to the benefit of, and be binding upon, the parties hereto and each of their respective permitted successors and permitted assigns.

37.5.2 This Agreement shall not be construed as giving any person, other than the parties hereto and their successors and permitted assigns, any legal or equitable right, remedy or claim under or in respect of this Agreement or any of the provisions herein contained, this Agreement and all provisions and conditions hereof being intended to be, and being, for the sole and exclusive benefit of such parties and their successors and permitted assigns and for the benefit of no other person or entity.

37.6 Section Headings and Defined Terms. The headings contained herein are for reference purposes only and shall not in any way affect the meaning and interpretation of this Agreement. The terms defined herein and in any agreement executed in connection herewith include the plural as well as the singular and the singular as well as the plural, and the use of masculine pronouns shall include the feminine and neuter. Except as otherwise indicated, all agreements defined herein refer to the same as from time to time amended or supplemented or the terms thereof waived or modified in accordance herewith and therewith.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original copy of this Agreement, and all of which, when taken together, shall be deemed to constitute but one and the same agreement.

37.7 Severability. The invalidity or unenforceability of any particular provision, or part of any provision, of this Agreement shall not affect the other provisions or parts hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions or parts were omitted.

37.8 Non-Waiver. A failure by either party to take any action with respect to any default or violation by the other of any of the terms, covenants, or conditions of this Agreement shall not in any respect limit, prejudice, diminish, or constitute a waiver of any rights of such party to act with respect to any prior, contemporaneous, or subsequent violation or default or with respect to any continuation or repetition of the original violation or default.

37.9 Certain Representations and Warranties.

37.9.1 The City represents, warrants, and covenants to TRF the following: (i) City has full legal right, power and authority to enter into and perform its obligations hereunder; and (ii) this Agreement has been duly executed and delivered by the City and constitutes a valid and binding obligation of the City, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights generally or by general equitable principles.

37.9.2 TRF represents and warrants to the City the following: (i) TRF has full legal

right, power and authority to enter into and perform its obligations hereunder, and (ii) this Agreement has been duly executed and delivered by TRF and constitutes a valid and binding obligation of TRF, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights generally or by general equitable principles.

37.10 Governing Law. This Agreement will be governed by and construed in accordance with the internal laws of the State of Florida, without giving effect to otherwise applicable principles of conflicts of law.

SECTION 38. TRF'S COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW.

Pursuant to Section 119.0701 of the Florida Statutes, if TRF meets the definition of "Contractor" as defined in Section 119.0701(1)(a), the Concessionaire 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 TRF upon termination of this Agreement. Upon termination of this Agreement, the Concessionaire 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.

TRF 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 TRF 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.

**SECTION 39. PROHIBITIONS REGARDING SALE OR USE OF EXPANDED POLYSTYRENE
FOOD SERVICE ARTICLES.**

Pursuant to Section 82-7 of the City Code, as may be amended from time to time, effective August 2, 2014, the City has prohibited the use of expanded polystyrene food service articles by City Contractors, in connection with any City contract, lease, concession agreement or Special event permit. Additionally, pursuant to Section 82-385 of the City Code, as may be amended from time to time, no polystyrene food service articles will be allowed in the right-of-way, and no polystyrene food service articles can be provided to sidewalk café patrons.

Expanded polystyrene is a petroleum byproduct commonly known as Styrofoam. Expanded polystyrene is more particularly defined as blown polystyrene and expanded and extruded foams that are thermoplastic petrochemical materials utilizing a styrene monomer and processed by any number of techniques including, but not limited to, fusion of polymer spheres (expandable bead foam), injection molding, foam molding, and extrusion-blown molding (extruded foam polystyrene).

Expanded polystyrene food service articles means plates, bowls, cups, containers, lids, trays, coolers, ice chests, and all similar articles that consist of expanded polystyrene.

Additionally, Concessionaire agrees to comply (and ensure compliance by its vendors) with Section 46-92 (c) of the City Code, which states that it is unlawful for any person to carry any expanded polystyrene product onto any beach or into any park within the City or for any business to provide plastic straws with the service or delivery of any beverage to patrons on the beach.

TRF agrees not to sell, use, provide food in, or offer the use of expanded polystyrene food service articles at the Facility or in connection with this Agreement. TRF shall ensure that all vendors operating in the Facility abide by the restrictions contained in this Section. A violation of this section shall be deemed a default under the terms of this Agreement. This subsection shall not apply to expanded polystyrene food service articles used for prepackaged food that have been filled and sealed prior to receipt by the TRF or its vendors.

SECTION 40. COCA-COLA.

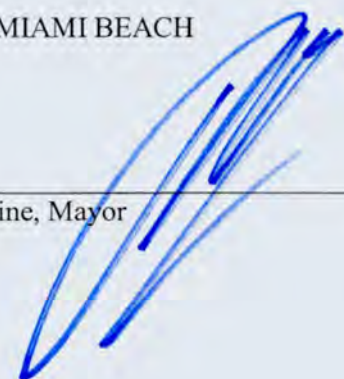
The City has entered into an agreement with Coca-Cola Bottling, effective September 1, 2011 – September 1, 2021, to be the exclusive provider of non-alcoholic beverages and coffee products. TRF shall only sell Coca-Cola beverages as listed in the attached Exhibit “G” and as may be updated from time to time.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed and their seals to be affixed; all as of this day and year first written above.

Attest:

CITY OF MIAMI BEACH


Rafael E. Granado, City Clerk


Philip Levine, Mayor

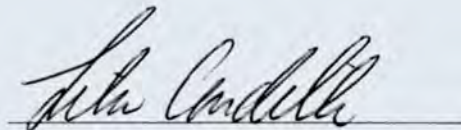


STATE OF FLORIDA

COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 19 day of February, 2015, by Mayor Philip Levine, Mayor, and Rafael E. Granado, City Clerk, or their designees respectively, on behalf of the CITY OF MIAMI BEACH, known to me to be the persons described in and who executed the foregoing instrument, and acknowledged to and before me that they executed said instrument for the purposes therein expressed.

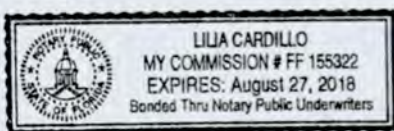
WITNESS my hand and official seal, this 19 day of February, 2015.



Notary Public, State of Florida at Large

Commission No.:

My Commission Expires:



APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION


City Attorney

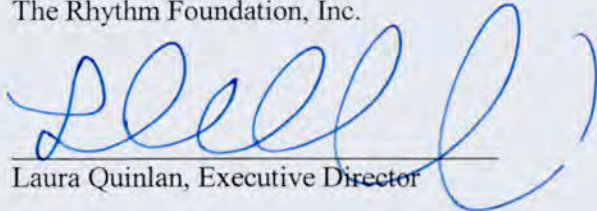
2-6-15
Date

MANAGEMENT AGREEMENT BETWEEN CITY AND TRF
FOR THE MGMT OF THE NORTH SHORE BAND SHELL

Attest:

The Rhythm Foundation, Inc.

Name/Title



Laura Quinlan, Executive Director

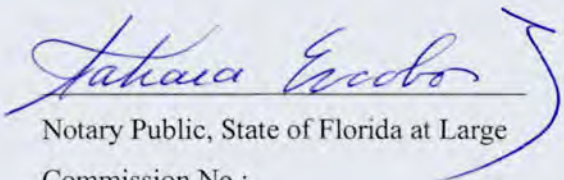
STATE OF FLORIDA)

) SS:

COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 12 day of February, 2015, by Laura Quinlan, as Executive Director and _____, as _____ on behalf of The Rhythm Foundation, Inc., known to me to be the persons described in and who executed the foregoing instrument, and acknowledged to and before me that they executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 12 day of February, 2015.



Notary Public, State of Florida at Large

Commission No.:

My Commission Expires:



Tatiana Escobar
Commission # FF087923
Expires: JAN. 30, 2018
WWW.AARONNOTARY.COM

ABOUT THE RHYTHM FOUNDATION

Rhythm Foundation is a non-profit organization celebrating its 28th season of presenting outstanding international artists in South Florida. We are a foremost presenter of world music in the US, presenting, events and festivals by established and innovative artists from around the world. Special focus is given to those cultures connecting to South Florida audiences – music from Brazil, Latin America, the Caribbean, Africa, Asia, and Europe.

Rhythm Foundation Staff

Laura Quinlan, Director, lq@rhythmfoundation.com
Gene de Souza, Development Director, gene@rhythmfoundation.com
Benton Galgay, Director of Operations, benton@rhythmfoundation.com
Karla Arguello, Communications Director, karla@rhythmfoundation.com
Angie Bell, Production Coordinator, angiebell@rhythmfoundation.com

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History of Shows

2016

Chardavoine and the Creole Jazz Project, Belmol Telfort at Big Night Little Haiti
Nu Deco Ensemble featuring Spam Allstars at North Beach Bandshell
DRKWAV Medeski, Deitch, Skerik, Aroze Troubadou at North Beach Bandshell
Shoogar Combo at Big Night Little Haiti
Christian Scott, Hailu Mergia, Aaron Lebos at North Beach Bandshell
Marco Benevento, Brika at North Beach Bandshell
Nkumu Katalay at North Beach Bandshell

2015

DJ Gardi at Big Night Little Haiti
Chucho Valdes: Irakere 40 at Fillmore Miami Beach
Boukan Ginen at Big Night Little Haiti
Zeca Pagodinho at Fillmore Miami Beach
Kalascima, Italian HIT Week at North Beach Bandshell
DiSip at Big Night Little Haiti
Jose Gonzalez at Hollywood ArtsPark Experience
Magnum Band at Big Night Little Haiti
Plezi Nap Pran at Big Night Little Haiti
Orchestra Rumpilezz, Batuke Samba Funk at Hollywood ArtsPark Experience
Klass at Big Night Little Haiti
Akoustic at Big Night Little Haiti
Inner Circle at Colors of the Caribbean, Hollywood ArtsPark Experience
Dance Band Night launch with the French Horn, North Beach Bandshell
Orchestre Septentrional at Big Night Little Haiti
Wild Belle, Ana Tijoux, Bluejay at TransAtlantic Festival, North Beach Bandshell
Budos Band, Puerto Candelario, MyDeer at TransAtlantic Festival, North Beach Bandshell
Wood Brothers, Rachel Goodrich at Hollywood ArtsPark Experience
Zing Experience at Big Night Little Haiti
George Porter Jr, Nathan and Zydeco Cha Chas at Hollywood ArtsPark
Galactic at Hollywood ArtsPark Experience

2014

Diego El Cigala at Fillmore
Lakou Mizik at Big Night in Little Haiti
Harmonik at Big Night in Little Haiti
Season Launch Party with Alma Tropicalia at PAMM
Caetano Veloso at Fillmore Miami Beach
Bossacucanova at Boca Brazilian Beat
Shleu Shleu Miami All Stars, Ayabonmbe at Big Night in Little Haiti
Nu Look at Big Night in Little Haiti
Midnite, Wayne Wonder, Harmonik at Hollywood ArtsPark Experience: Colors of the Caribbean
Boukman Eksperyans at Big Night in Little Haiti
Dja Rara, Rara Kuyu at Big Night in Little Haiti
Astro, Bombino, The Courtney John Project, Esteman, Afrobeta, Tremends, Eagle Chief, Hunters of the Alps at Heineken TransAtlantic Festival
Kevin Johansen + The Nada at New World Center
Papaloko & Loray Mistik at Big Night in Little Haiti

BeauSoleil, Jon Cleary, Miami Heat Street Band at Hollywood ArtsPark Experience: New Orleans
Alan Cavé at Big Night in Little Haiti

Antonio Zambujo at Aventura Arts & Cultural Center
Djakout #1 at Big Night in Little Haiti

2013

Toto La Momposina at Hollywood ArtsPark Experience: Colombia
Wanito at Big Night in Little Haiti
RAM at Big Night in Little Haiti
Arcade Fire (The Reflektors) at the Little Haiti Cultural Center
T-Vice at Big Night in Little Haiti
Jorge Drexler at the New World Center, Miami Beach
Canzoniere Grecanico Salentino, Nicola Conte, Giacomo Toni, I Am the Distance at
Hollywood ArtsPark Experience: Italy with Italian HIT Week
Les Freres de Jean & Aroze at Big Night in Little Haiti
Estrela Brilhante & Nation Beat at Big Night in Little Haiti
Seu Jorge at Hollywood ArtsPark Experience: Rio
Tabou Combo at Big Night in Little Haiti
Marisa Monte at Fillmore Miami Beach
Stevy Mahy at Big Night in Little Haiti
KES, The Resolvers at Hollywood ArtsPark Experience: Colors of Caribbean
Emeline Michel at Big Night in Little Haiti
Bajofondo, Bomba Estereo, Zuzuka Poderosa, The Hongs, Beat Machines, Krisp,
Psychic Mirrors, Mr Pauer at Heineken TransAtlantic Festival
Magnum Band at Big Night in Little Haiti
Bonarama, Bad Apples Brass Band at Hollywood ArtsPark Experience: New Orleans
Pink Martini at Fillmore Miami Beach
Carimi at Big Night in Little Haiti
Femi Kuti at Grand Central

2012

Mikaben at Big Night in Little Haiti
Antonio Carmona at Hollywood ArtsPark Experience: Spain
Arnaldo Antunes at Arttime Theater
Boukman Eksperyans at Big Night in Little Haiti
Nouvelle Vague at Grand Central
Gilberto Gil, RF 25th Season Launch at New World Center
Misty Jean at Big Night in Little Haiti
Subsonica, Negrita, Mannarino, Mama Marjas, Boom da Bash, Uma at HIT Week
Les Freres de Jean at Big Night in Little Haiti
Jean P Jam and Rasin Lakay at Big Night in Little Haiti
Manno Charlemagne at Big Night in Little Haiti
David Rudder, Marcia Griffin at Hollywood ArtsPark Experience: Colors of
Caribbean
James Germain at Big Night in Little Haiti
T-Vice, Samba Zao at Big Night in Little Haiti

Buika at Fillmore Miami Beach
Tabou Combo at Big Night in Little Haiti
Quantic, Pedrito Martinez, Seun Kuti, Gold Dust Lounge at Heineken TransAtlantic Festival
Jovanotti at Grand Central
Paco de Lucia at Fillmore Miami Beach
Spok Frevo Orquestra at Hollywood ArtsPark Experience: Brazil
Jahnesta at Big Night in Little Haiti
Disip at Big Night in Little Haiti
Jowee Omicil at Big Night in Little Haiti

2011

Kazak International at Big Night in Little Haiti
Maria Bethania at Fillmore Miami Beach
Tinariwen at Grand Central
BelO at Big Night in Little Haiti
Nicola Conte, Caparezza, Subsonica, Apres La Classe, Casino Royale, Erica Mou at Italian HIT Week
Vincent Segal and Ballake Sissoko at Little Haiti Cultural Center
Shleu Shleu Miami All Stars at Big Night in Little Haiti
Manu Chao at Bayfront Amphitheater
Seun Kuti at Artime Theater
Marcelo D2 at Fillmore Miami Beach
Boukan Ginen at Big Night in Little Haiti
Magnum Band, Ayabonmbe at Big Night in Little Haiti
Bethova Obas at Big Night in Little Haiti
Céu, Nortec Collective, Antibalas, Cleveland Jones, Tango Conspiracy, Bomba Estereo, Spam Allstars at Heineken TransAtlantic Festival
Zenglen at Big Night in Little Haiti
Philip Glass at New World Center
Rara Kuyu, Jean P Jam at Big Night in Little Haiti
Yann Tiersen at Grand Central
Jorge Drexler at Fillmore Miami Beach
Novalima at Grand Central

2010

Buika at Adrienne Arsht Center for Performing Arts
Djavan at Fillmore Miami Beach
Natacha Atlas at Colony Theater
Ivete Sangalo at American Airlines Arena
Seu Jorge and Almaz at Fillmore Miami Beach
Caetano Veloso at Fillmore Miami Beach
Bomba Estereo, Orquesta Contemporanea de Olinda, Vieux Farka Toure, Locos Por Juana at Heineken TransAtlantic Festival

AIR at Fillmore Miami Beach
Nouvelle Vague at Artime Theater

2009

Bela Fleck, Edgar Meyer and Zakir Hussain at Gusman Center
Gal Costa at Adrienne Arsht Center for Performing Arts
Adriana Calcanhotto at Colony Theater
Buika at Gusman Center
Cucu Diamantes, Tinariwen, Budos Band, Aterciopelados, Curumin, Ximena Sarinana, Javier Garcia, Zizek and Rachel Goodrich at Heineken TransAtlantic Festival
Mariza at Adrienne Arsht Center for Performing Arts
Daniela Mercury, Brazil on the Beach at Hollywood Beach

2008

Pablo Zigler and New Tango Quartet at UM Gusman Hall
Bajofondo at Fillmore Miami Beach
Yelle at Polish American Club
Milton Nascimento and Jobim Trio at Adrienne Arsht Center
Chico Cesar at Culture Room
Mart'nalía at Culture Room
Gilberto Gil at Fillmore Miami Beach
Zakir Hussain and Masters of Percussion at Artime Theater
Bonde de Role, Antonio Carmona, The Pinker Tones, Babylon Circus, Rootz Underground at Heineken TransAtlantic Festival
Asha Bhosle at Broward Center
Jorge Villamazar, Hamilton Holanda, DJ Gaudi at CIFO: Rhythm Foundation 20th anniversary
Pink Martini at Adrienne Arsht Center
Jose Gonzalez at Artime Theater

2007

Youssou N'Dour at Gusman Center
Nosso Trio at UM Gusman Hall
Martirio at Artime Theater
Chambao US debut, Sidestepper, Jorge Drexler, The Pinker Tones, Céu US debut, Aterciopelados at Heineken TransAtlantic Festival
Buika US debut at Artime Theater
Macaco US debut at Studio A
Gilberto Gil at Adrienne Arsht Center
Anoushka Shankar at Adrienne Arsht Center
Paco De Lucia at Adrienne Arsht Center

2006

Marisa Monte at Gusman Theater
Bebo Valdes and Lincoln Center Latin Jazz Orchestra at Jackie Gleason Theater
Bossacucanova at Studio A
Natacha Atlas at Artime Theater
Os Mutantes at Artime Theater
Refugee All Stars of Sierra Leone at Gusman Theater (Fete de la Musique)
Medeski Martin and Wood at JVC Jazz Festival, North Beach Bandshell
Nouvelle Vague, Seu Jorge, Lenine US debut, Bajofondo Remixed, Amadou and Mariam, Fusible at Heineken TransAtlantic Festival

2005

Chava Alberstein at North Miami Beach Performing Arts Theater
Jorge Drexler at Artime Theater
Youssou N'Dour at Artime Theater
Mariza at Gusman Theater
Ojos de Brujo at Gusman Theater (Fete de la Musique)
Simon Diaz at Gusman Theater
Bossacucanova, Maria Rita, Carmen Consoli at Heineken TransAtlantic Festival
Vishwa Mohan Bhatt at Broward Center
Bajofondo US debut at Artime Theater
Celso Fonseca at Yuca
Seu Jorge at I/O (Vagabond)
Brazilian Girls at I/O (Vagabond)

2004

Al Kindi Ensemble/Whirling Dervishes of Damascus at Gusman Center
David Byrne at Gusman Center
Federico Aubele at I/O (Vagabond)
Caetano Veloso at Gusman Center
Bethova Obas at North Miami Beach Performing Arts Theater
Bebel Gilberto at Margaret Pace Park
Bembeya Jazz at Brickell Village (Fete de la Musique)
Joao Bosco and Gonzalo Rubalcaba at Artime Theater
Fernanda Porto, Karsh Kale, Juana Molina, Savath and Savalas, Sidestepper, Zero 7, Agape at Heineken TransAtlantic Festival
Omar Sosa at Artime Theater
Paco de Lucia at Gusman Center
Ojos de Brujo US debut at Artime Theater
Antibalas at I/O

2003

Susana Baca at Cafe Nostalgia
Cesaria Evora at Jackie Gleason Theater
Gotan Project at Mansion
Natacha Atlas, Electro Bamako, DuOud, So Kalmery (Vive Le World) at North Beach Bandshell
Moreno Veloso +2 at Cafe Nostalgia
Sidestepper at Marlin Hotel
Mariza US debut at Lincoln Hotel
Yerba Buena, Antibalas, DJ Dolores, Orchestra Santa Massa, Spam All Stars at TransAtlantic Festival, North Beach Bandshell
Jane Birkin at Lincoln Theater

2002

Caetano Veloso at Jackie Gleason Theater
Issa Bagayogo, P18, Cheikha Rimitti (Vive Le World) at North Beach Bandshell
Zakir Hussain and Masters of Percussion at Gusman Theater
Thievery Corporation at Billboard Live
Los Munequitos de Matanzas at Jackie Gleason Theater
Natalie MacMaster at North Beach Bandshell
Omar Faruk Tekbilek at Lincoln Theater

2001

Bebel Gilberto at Lincoln Theater
Philip Glass and Foday Musa Suso at Lincoln Theater
Paulo Moura at North Beach Bandshell
Diblo Dibala at North Beach Bandshell
Al Kindi Ensemble/Whirling Dervishes at Colony Theater
Susana Baca at FIU, Cafe Nostalgia

2000

Jobim Morelembaum Quartet at Lincoln Theater
Cesaria Evora at Gusman Center
Marisa Monte at Gusman Center
Chico Cesar and Rita Ribeiro at North Beach Bandshell
Toto La Momposina at North Beach Bandshell
Zakir Hussain and Masters of Percussion at NMB Performing Arts Theater
Thomas Mapfumo at Cafe Nostalgia
Virginia Rodrigues at Colony Theater

1988 – 1999

Caetano Veloso, 11/1999, Jackie Gleason Theater
Ile Aiye, 8/1999, North Beach Bandshell

Gilberto Gil, 7/1999, Gusman Theater, Miami
Ravi and Anoushka Shankar, 1/1999 at Jackie Gleason Theater
Virginia Rodrigues, 11/1998, Colony Theater
Inti Illimani, 10/1998, Gusman Theater
Joao Gilberto, 6/1998, Jackie Gleason Theater
Egberto Gismonte, 6/1998, Lincoln Theater
Luciano, 10/1997, Cameo Theater
Susana Baca, 10/1997, Big Fish
Caetano Veloso, 6/1997, Jackie Gleason Theater
Susana Baca US debut, 11/1995, South Florida ArtCenter
Baaba Maal, Oumou Sangare, Boukman Eksperyans, Femi Kuti: Africa Fete, 7/1995, Marlin Gardens
Nana Vasconcelos, 5/1995, Colony Theater
Tom Ze, 3/1995, Colony Theater
Foday Musa Suso, 4/1995, Colony Theater
Marisa Monte, 1994, Colony Theater
The Skatalites, 12/1994, Marlin Hotel
Gato Barbieri, 11/1994, Stephen Talkhouse
New Orleans Klezmer Allstars, 9/1994, Stephen Talkhouse
Kasaav, Angelique Kidjo, Baaba Maal, Ziskakan: Africa Fete, 7/1994, Marlin Gardens
Ali Akbar Khan, 5/1994, Lincoln Theater
Gal Costa and Gilberto Gil, 1993, Jackie Gleason Theater
Eddie Palmieri and Hilton Ruiz, 11/1993, Gusman Center
Yma Sumac, 10/1993, Stephen Talkhouse
Lucky Dube, 6/1993, Cameo Theater
Albita Rodriguez, 8/1993, Stephen Talkhouse
Mario Bauza, 4/1993, Stephen Talkhouse
Baha Men, 3/1993, Stephen Talkhouse
Toots and the Maytals, Boukman Eksperyans, 11/1992, Cameo Theater
Don Cherry, Nana Vasconcelos and Karl Berger: Miami Rhythm Intensive, 1/1992, Cameo Theater
Olodum, 7/1991, Cameo Theater
Mario Bauza, 10/1991, Cameo Theater
Arturo Sandoval, 10/1990, Cameo Theater
Hermeto Pascoal, 5/1990, Cameo Theater
Malathini and Mahotella Queens, 4/1990, Cameo Theater
Alpha Blondy, 4/1990, Cameo Theater
Ladysmith Black Mambazo, 4/1990, Cameo Theater
David Byrne, 3/1990, Cameo Theater
Burning Flames, 3/1990, Cameo Theater
Mercedes Sosa, 11/1989, Gusman Theater
Jimmy Buffett and Caribe Musicale: Eddie Palmieri, Tabou Combo, Andy Narrell, 7/1989, Bayfront Ampitheater
Culture, 3/1989, Cameo Theater
Sun Ra and the Arkestra, 1/1989, Cameo Theater
Gilberto Gil, Sonny Okosun: New Music America, 12/1988, Cameo Theater

Ornette Coleman, Jamaaladeen Tacuma: New Music America, 12/1988, Cameo Theater

Milton Nascimento, 8/1988, Gusman Theater

Jimmy Cliff, Magnum Band, 6/1988, Cameo Theater

King Sunny Ade, 6/1988, Cameo Theatre

Burning Spear, 4/1988, Cameo Theater

MIAMI BEACH

PROCLAMATION

WHEREAS

The Rhythm Foundation was founded in Miami Beach in 1988 with a mission of presenting outstanding world music to a diverse South Florida audience, originally working out of the Cameo Theater and an integral part of the cultural rebirth of Miami Beach. By 1991, the Foundation was an independent non profit cultural organization, presenting an average of 15 concerts each year at venues throughout the city, the Jackie Gleason Theater, Lincoln Road, Colony Theater and area clubs. As well, educational and outreach programs were scheduled at the Wolfsonian and the Bass Museums.

WHEREAS

During the summer of 1999, the Rhythm Foundation began programming a series of concerts in the North Beach Bandshell, and this quickly proved to be one of the most popular venues. Rhythm Foundation audiences, which come from the tri-county area and beyond, fell in love with the North Beach neighborhood and the lively yet relaxed ambience of the Bandshell. Since 1999, the Rhythm Foundation has presented several concerts in the Bandshell each year, focusing on popular world music artists enjoyed by people of all ages from toddlers to senior citizens.

WHEREAS

The Rhythm Foundation also presents in other venues, including the Carnival Center for the Performing Arts, Gusman Theater and other area clubs and theaters. The Foundation is supported primarily by ticket sales, although it has several long-standing corporate partners, a grant from the City of Miami Beach Cultural Arts Council, the County Department of Cultural Affairs and the State. Additionally, the Foundation has a dedicated base of supporting members.

WHEREAS

In January 2006, the Rhythm Foundation reorganized its Board of Directors, to reflect the growing stature of the organization and to prepare for the most-ambitious program to date - the 20th anniversary season which commences in October 2007.

NOW THEREFORE, DO I, David Dermer, as Mayor of the City of Miami Beach, hereby proclaim March 14, 2007 as

A RHYTHM FOUNDATION DAY

in the City of Miami Beach.



MAYOR

DAVID DERMER

COMMISSIONER

JERRY LIBBIN

Rock pianist pops into town for concert series

Marco Benevento performs with Rhythm Foundation

BY BEN CRANDELL
Staff writer

There is no questioning the adventurous, independent-minded bona fides of Marco Benevento, the jazzy, jammy, psych-rock pianist who on Saturday, will usher in a new music series called Seaside Sessions at the North Beach Bandshell in North Miami Beach.

But did the man whose influences range from post-bop jazz pianist Brad Mehldau to Parliament-Funkadelic and Talking Heads keyboardist Bernie Worrell really just say that Meghan Trainor's "All About That Bass" is one of his favorite jams?

"I love listening to the radio and listening to really pop pop music," says Benevento, the father of two girls, ages 6 and 8. He lists Taylor Swift, Rihanna and Daft Punk among other favorites. "I enjoy listening to the production and the formula of it all. There's this thing going on in pop music that's causing artists to just blow up. It's ear candy to everybody, and it's just crazy to me. There's something to learn about that."

Educated at the Berklee College of Music and for a decade a fixture in the vanguard of the New York music scene that counts Brooklyn as its capital, Benevento is best known for richly textured instrumental music, produced on a customized piano, keyboards, sequencers, pedals and drum machines, that can knit a warm retro fuzz and digital chill into something fresh.

Since his 2007 triple album "Live at Tonic," recorded at the downtown New York club that gives the album its name, Benevento has been both a solo artist and a member of a circle of loopy bands whose music you will not hear on Y100. Among them: Garage A Trois, with Galactic's Stanton Moore, Skerik and Mike Dillon; Benevento/Russo, with drummer Joe Russo; the Grateful Dead tribute band Joe Russo's Almost Dead; and the Led Zeppelin homage Bustle in Your Hedgerow.

Benevento's most recent group, heard on the 2014 album "Swift," includes drummer Andrew Borger (Tom Waits, Norah Jones) and bassist Dave Dreiwitz, who recently reunited with his old band, the pugnacious Ween.

"They are one of the greatest bands ever," Benevento says of Ween. "I really think they should be in the Rock 'n' Roll Hall of



MICHAEL BENEVENTO/COURTESY

Marco Benevento performs Saturday in North Miami Beach.

Fame."

The adventurous Seaside Sessions series, produced by the Rhythm Foundation, also has scheduled a Jan. 23 performance by acclaimed young trumpeter Christian Scott and a Jan. 30 show by DRKWAV, a boldly experimental electronic trio led by former South Floridian John Medeski (with Skerik and Adam Deitch).

After a decade in Brooklyn, Benevento and his wife and kids now live in Saugerties, N.Y., near the Catskill Mountains, where he has a separate cabin that serves as a recording studio, which he calls Fred Short. In April, he will release the album "The Story of Fred Short," which weaves more vocal work from Benevento into the labyrinth of sound, heard on the new song "Dropkick."

"It's pretty representative of what a lot of the songs sound like on the record. It's pretty synthy, there's a lot of drum machine, and vocals and catchy little hooks," he says.

Benevento spent much of the holidays cooped up with the family singing along to one of the kings of the pop hook with their vinyl version of 1963's "A Christmas Gift for You From Phil Spector" in heavy rotation. Benevento's favorite tune: "The Bells of St. Mary's" by Bob B. Soxx & the Blue Jeans.

Spector famously wrote the code for what pop songs of the 1960s sounded like. Benevento would have no problem hacking his way into the modern version.

"I think it would be cool to try to plop a song into the music world that actually fits into that category," says Benevento, laughing. "To be on the radio, to have a hit. Just one song. One three-minute song. I'm intrigued by the hit factor."

Marco Benevento will perform 7-11 p.m. Saturday, at the North Beach Bandshell, 7275 Collins Ave., in Miami Beach. Brika will open. Tickets cost \$25 in advance. Call 305-672-5202 or go to Rhythm-Foundation.com

6D | Sun Sentinel SunSentinel.com Friday, January 29, 2016 PN

Go! Friday

Your guide to getting out, brought to you by the staff of SouthFlorida.com

John Medeski's DRKWAV alights on Miami Beach

By BEN CRANDELL
Staff writer

John Medeski is an experienced and respected musician (Medeski, Martin and Wood), articulate and educated (Fort Lauderdale's Pinecrest School, New England Conservatory of Music), with a career made on fearless improvisation. So it is interesting to find the jazzish keyboardist dance so tentatively around a description of the sound he's producing now.

It's not that he can't find the words — though the darting, Brooklyn-y speed of his speech slows, the adjectives coming only after circuitous consideration — but that putting a name on it might somehow damage its essence, put out the light on its volatile black magic.

Saturday night at the North Beach Bandshell on Miami Beach brings the local premiere of Medeski's boldly experimental electronic trio that includes pioneering sax sorcerer Skerik and revered electro-funk percussionist Adam Deitch (Lettuce). A daring departure from the jazzy, jammy,

groove-driven charms of Medeski, Martin and Wood, the trio goes by DRKWAV.

The label came from the working title of the first track the trio recorded for its 2015 album "The Purge." Haunting and cinematic, the song "Darkwave" is a hyper industrial instrumental, an insistent, throbbing transmission that pierces a claustrophobic gloom with scratches and howls, its orchestral ambitions grounded by an undercurrent of dirty drum 'n' bass. It is a dark room you do not want to leave.

But for all the shadowy mystery to be found on DRKWAV songs such as "Datura" and "Hell Bass," there is an element of something spiritual, something celestial, a euphoria in the murk. Clubs that have booked DRKWAV have been known to clear out tables to create a dance floor.

"Dark is not really negative," Medeski says, letting out a laugh. "Things happen in the dark that can't happen in the light. There are rituals that only happen at night, throughout the history of man. You can see inwardly in the



RHYTHM FOUNDATION/COURTESY

DRKWAV is, from left, Skerik, John Medeski and Adam Deitch.

darkness in a way you can't in the light. That's why people close their eyes to meditate."

A 1983 graduate of Pinecrest, Medeski played in all the bands offered at the private school (yes, xylophone in the marching band), and was a youthful fixture on the local jazz-fusion scene, including gigs at Fort Lauderdale's old Musicians Exchange. Jaco Pastorius asked him to join his band on a tour of Japan in the early 1980s, but Medeski had to decline. He was 16, and his mom wouldn't have

it.

Speaking from his mother's house in Fort Lauderdale, Medeski says he is anxious to play a gig in the unique but familiar vibe of South Florida. "Environment definitely affects performance, and this band is very improvised," he says.

If there is a journey to be taken while listening to DRKWAV, it's an especially vivid one when experienced live, Medeski says.

"Bill Evans, the great piano player, called it a process, but I actually see it as a spirit. Making music in the moment, improvising for that moment, when it's happening, when it's really good, there's a cathartic thing that happens between the players, the music and the audience that nothing else can duplicate, because it is a now, never-again sort of thing," Medeski says.

DRKWAV will perform with opening act Aroze Troubadou 7 p.m. Saturday at the North Beach Bandshell, 7275 Collins Ave., in Miami Beach. Tickets cost \$25 and \$30. Call 305-672-5202 or go to RhythmFoundation.com.

The North Beach Bandshell Finds Its Rhythm, Again



Photo: Live at the Bandshell: photo credit: Luis Olazabal

WRITTEN BY: FERNANDO GONZALEZ

ARTICLE RATING

After playing a couple of pieces -- and even with news of a blizzard hitting the East Coast as background -- New York-based trumpeter Christian Scott addressed the still enthusiastic, hardy crowd at the North Beach Bandshell and noted the obvious: "It's cold. We thought we were escaping the cold coming to Miami, but I see that we didn't."

The chilly temperatures didn't seem to affect the quality of the music on Saturday, Jan. 23, but the show, which also featured guitarist Aaron Lebos, Reality, and the Ethiopian trio Hailu Mergia, was as much about the music as it was a community celebration of the renovated venue.

The concert was the second installment of the Seaside Sessions, a three concert series presented by [The Rhythm Foundation](#), the Miami Beach-based non-profit now managing the North Beach Bandshell.

"We love this venue," said Laura Quinlan, director of foundation. As it turns out, she actually grew up in North Beach and recalled coming to the Bandshell to roller skate and attend Halloween costume contests. "We started presenting events here with The Rhythm Foundation in 1999. We had an Afro- Brazilian show, we also did a French World Music series called Vive Le World and then, in 2003, we started the TransAtlantic Festival. Those were great experiences for us, very transformative. In many ways, they set us in the direction for our future."

The North Beach Bandshell Finds Its Rhythm, Again

The Rhythm Foundation was one of several organizations that used the Bandshell, but for years, the venue “was just a shell. It had no sound, no electricity. When you wanted to use it you had to hire the city electrician to come and connect power, which was very costly,” noted Daniel Veitia, a member of the Mayor’s Blue Ribbon Panel on North Beach Revitalization, which was convened in 2014. “Finally, the city decided on a capital improvement project for the entire park. The work on the renovation of the Bandshell started in 2011. They spent \$3 million renovating it.”

The North Beach Bandshell is an open-air amphitheater located at Collins Avenue and 73 Street and was designed by architect Norman Giller in 1961. It is considered an important work of what has come to be known as *Miami Modern (MiMo)* architecture. The updates included an expanded stage and a new backstage area as well as new lighting and audio equipment.

Last year, after a bidding process, the City of Miami Beach awarded management of the North Beach Bandshell to the Rhythm Foundation. Producing shows at a venue is one thing, managing is something else, a change Quinlan welcomes.

“We bid on it because we thought that it could be a good change of pace to run a venue instead of being a nomadic presenter,” she said. “We made the facility really easy for other cultural organizations and groups to rent and bring their own productions. It’s a very turnkey operation, and we have the marketing infrastructure to get the crowds out here.”

According to Veitia, “We hope to have something happening here [at the Bandshell] every weekend.” Veitia, who sits in the Mayor’s North Beach Master Plan Steering Committee, is an owner of Urban Resource, a real estate and property management company, and is on the board of The Rhythm Foundation. “The Rhythm Foundation hasn’t even been here a year and the amount of activation that has already been created is amazing.”

The contract between the Foundation and the City calls for a minimum of 35 events a year. The North Beach Bandshell program already stretches from jazz to chamber music and from food trucks and music events to a Kundalini yoga festival.

And, “in a kind of homage to the past we developed Dance Band Night,” says Quinlan. “It’s building upon the memory of the old Saturday dance nights. It’s a very family friendly night for people to come out and dance.”

CHRISTIAN SCOTT ON BEING AN HBO CHARACTER AND OCCASIONALLY BLEEDING ONSTAGE

A A BY DAVID ROLLAND

THURSDAY, JANUARY 21, 2016 | 8 DAYS AGO



Jazz is here to stay, according to Christian Scott.

"My mouth is ripped up after each set. My dentist doesn't like it," the 32-year-old says. But a bit of blood won't stop him. "With the trumpet, you can't take two days off because that feels like a month. When I'm not on the road, I put in three to seven hours a day on it."

"I play intensely, and I try to leave it all on the stage."

Christian Scott was born and raised in that nexus of jazz, New Orleans. He fell in love with the city's music immediately. It also helped that his uncle was the alto sax player Donald Harrison Jr. "I wanted to be just like him, but if I played his instrument, I couldn't be in a band with him. So I picked something close to the alto sax — the trumpet."

After he graduated from Berklee College of Music, the next step in his life became a made-for-TV event — literally. A character on the HBO show *Treme* was partly based on Scott when he was trying to make a name for himself in New Orleans. "David Simon [the creator of *Treme* and *The Wire*] had a relationship with my uncle. The setting where he wrote the show was in New Orleans right after Katrina. He made a character [Delmond Lambreaux] who was building his career and was torn between staying in New Orleans and moving to New York. He was a hybrid character between me and my uncle. Then his father's character was a hybrid between my uncle and grandfather."

Scott seemed grateful for the attention *Treme* gave him and jazz music, but he denies the idea that jazz is a dying art form. "If that were true, I wouldn't be able to make a living out of it. There wouldn't be a jazz festival in every city."

Christian Scott aTunde Adjuah: NPR Music Tiny Desk Concert




He has a theory on why it's mostly older crowds at those jazz festivals. "There was a neo-classical movement in the '80s that said all players had to be of a certain pedigree. Jazz became a very academic form that was focused on the past. It's hard to get a new generation into the music if it is focused on their grandparent's generation."

Scott is looking to change that though. He tries to impose hip-hop and world music influences into his newest album, *Stretch Music*. "I was looking for a gateway sound for people that aren't avid jazz listeners."


Because of that, the crowd at the North Beach Bandshell on Saturday will be an eclectic one. He's hopeful new listeners will show up and confident he can convert them into jazz lovers. "I play intensely, and I try to leave it all on the stage."

Sometimes, that includes his blood.

Christian Scott with Hailu Mergia. 7 p.m. Saturday, January 23, at North Beach Bandshell, 7275 Collins Ave., Miami Beach; 305-672-5202; northbeachbandshell.com. Tickets cost \$25 plus fees via eventbrite.com.

Contact:  David Rolland

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THE BLOG

Rhythm Foundation's Seaside Sessions Is Breath Of Fresh Air

🕒 01/27/2016 01:14 pm ET | Updated 5 days ago

Like 25



J.J. Colagrande

Professor, Author of novels "Headz" & "Decò"



Miami has long had an issue with attracting innovative music.

Many national touring bands often skip Florida all together, unless they are playing a huge music festival. This goes more-so for jam bands, jam-tronica, jazz and funk troupes and other experimental or world music. Whether it's a lack of venues, or poor ticket sales, Miami has a problem appreciating certain genres of music. We are not New Orleans, a city of sound. We are more a city of sight: look at me, follow me, like me, tweet me, share me, look at me, pay me, mi-mi-mi-My-ami.

And then you have groups that exist going against this grain.

The Rhythm Foundation is one such group. Others exist too, like Massive Ideas, Moksha and the NY based producers behind the Grassroots Festival in Virginia Key.

But the Rhythm Foundation is probably the most consistent organization delivering authentic jam and multi-cultural world music to Miami. The Rhythm Foundation IS Miami's version of New Orleans.

Whether in Little Haiti during the third Friday series "Big Night in Little Haiti" or the dope TransAtlantic Festival in April, or now with Seaside Sessions at the North Beach band shell, I've said this before: [the rhythm foundation is gonna get you.](#)

The Seaside Sessions seems as awesome as selling sea shells by the sea shore.

(say that three times fast)

This Saturday is the last in the series, featuring DRKWAV, led by John Medeski (keyboards), Skerik (saxophones) and Adam Deitch (drums) three master musicians who come together with improv-heavy psychedelic fusions.

Previous shows brought together keyboard wizard Marco Benevento, the New Orleans-raised, Berklee-educated, Manhattan-based Christian Scott, and Ethiopian jazz keyboard and accordionist Hailu Mergia.

Just smart, deep music created by talented and skilled musicians in a setting one block from the beach where the air literally tastes like salt.

Simply put it's a breathe of fresh air.

Let's hope they continue to deliver events like this.

And, more importantly, let's hope we learn to appreciate them.

Follow J.J. Colagrande on Twitter: www.twitter.com/jjcolagrande

Miami's Ten Best Concerts Coming in April 2016

BY RYAN PFEFFER

FRIDAY, APRIL 1, 2016 AT 8:05 A.M.



Beirut, Kazoots, EMEFE, and more are set to perform at the TransAtlantic Festival.

Photo courtesy of the Rhythm Foundation

A A

5. TransAtlantic Festival with Beirut, Kazoots, EMEFE, and more. *Friday, April 8, and Saturday, April 9, at the North Beach Bandshell, 7275 Collins Ave., Miami Beach. Tickets cost \$22 to \$53 via eventbrite.com.*

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After our recent conversation with Beirut frontman Zach Condon, you should be very excited about this show. The Rhythm Foundation's TransAtlantic festival will give Miami its first chance to see the very-hot-right-now Beirut live at one of Miami Beach's most enduring venues: the North Beach Bandshell.

See & Do

The Transatlantic Festival returns with two days of world music f Like 28

Get to know sounds from around the world at the Rhythm Foundation's annual showcase of global music.



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By Christian Portilla | cportilla@miamiherald.com
4/4/2016

This weekend North Beach is getting a dose of musical restoration as it preps for The Rhythm Foundation's 14th annual TransAtlantic Music Festival at the North Beach Bandshell.

The fest will take place on Friday and Saturday beginning at six in the evening and feature headlining indie folk band Beirut with their Florida debut, Mexican sextet Troker and local Miami act Afro-Haitian Kazoots.

On Saturday eight-member collective EMEFE will take to the stage with follow-up acts by Psychic Mirrors and Chantil Dukart.

Local eateries Hot Satellite Pizza and The Plant MIA will be there to satisfy any hunger pains, and Crown Concepts will be running a full bar, giving guests a discount for using the sustainable and plastic free souvenir metal cups for sale to create a green festival atmosphere.

Aside from bringing the programming to the Bandshell, The Rhythm Foundation is now managing the venue and is working to keep the event creative and exciting with the support of The Knight Foundation and other sponsors.

This year the concert series is expanding its flavor to the Bandshell's neighboring areas including a visual arts hub with an LED marquee adjacent to the Bandshell Park, video screenings on the North Beach trolley, a sunset raga on the Beatles Mandala, and after parties at surrounding bars and clubs.

TransAtlantic Festival bringing Beirut to Miami



Beirut, aka Zach Condon, will perform at the North Beach Bandshell April 8, opening night at the TransAtlantic Festival. (Drew Reynolds / Courtesy)



By **Ben Crandell** • Contact Reporter

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.@bandBeirut to make South Florida debut at @RFWorldMusic's TransAtlantic Festival.

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APRIL 6, 2016, 9:17 AM

For more than a decade, since he announced himself as Beirut with the critically lauded indie-folk album "Gulag Orkestar," and on through the exotic ambition of the 2009 double EP "March of the Zapotec," Zach Condon, a son of the American West (Santa Fe, N.M.), seemed destined for a show in the exotic musical frontier that is Miami. That it never happened is a curious thing. But on Friday, Beirut and band will arrive to share music from a new album, "No No No," as one of the headliners of the TransAtlantic Music Festival. The producer of the annual Friday-Saturday festival, the Rhythm Foundation, has assembled another thoughtful lineup of boundary breakers, with Day 1 performers Beirut, Mexico's Troker and Haitian rockers Kazoots followed on Day 2 by New York Afro-funk octet EMEFE (led by Miles Arntzen of Antibalas), Miami's Psychic Mirrors and R&B singer Chantil Dukart. As the Rhythm Foundation describes it, this is "the sound of the world right now."

Related



Upcoming concerts

APR. 25, 2016



Music events

SEP. 30, 2015



North Beach Bandshell

The Rhythm Foundation, Miami Beach, 2015



NORTH
BEACH
**BAND
SHELL**

North Beach Bandshell 2015

The Rhythm Foundation is proud to have been awarded the management of the North Beach Bandshell by the City of Miami Beach earlier this year. This unique open air amphitheater - a MiMo gem - anchors the neighborhood's cultural and business district.

To activate the Bandshell, we set about creating programs to delight both North Beach residents and visitors - furthering the strong community and helping introduce new people to this charming neighborhood. Enhanced communications ensure that everyone knows what is coming up.

Here is a photo look back at some highlights from this first year. We look forward to continuing our work at the North Beach Bandshell in 2016 and beyond!





The Rhythm Foundation 'got the keys' to the Bandshell March 25 - just in time for the City of Miami Beach's #100 Centennial celebration, which included a special concert by Miami's iconic Spam All Stars (also marking their 20th anniversary that night). Mayor Levine, before cutting a giant City of Miami Beach birthday cake, awarded DJ Le Spam with a centennial coin. Thousands of people enjoyed this beautiful evening.

Photos these pages courtesy of Spam All Stars





Dance Band Night, every 2nd Thursday, is the signature monthly event at the North Beach Bandshell. Featured artists in 2015 included gypsy jazz ensemble The French Horn, Haitian konpa quintet Aroze Troubadou, Colombian cumbia folklorists Barrio Abajo, the UM Frost School of Music Big Band, salsa big band Conjunto Impacto, classic Americana contradance ensemble Cornbread, samba singer Rose Max, rockabilly night with Slip and the Spinouts. With support from the National Endowment for the Arts in 2016, we can look forward to even more great nights dancing with the 'real' stars at the North Beach Bandshell.







Dancing under the stars at the Bandshell at Dance Band Night, every second Thursday. This series was created with a nod to the venue's historical Saturday evening big band dances, but with a variety of musical styles to engage the entire North Beach community.





October is Italian American Heritage Month. HIT Week brought three fantastic Italian bands to the Bandshell, and a big crowd dancing tarantella.









Afrobeta's Mooncake Jam (and CD Launch party) in October drew a capacity crowd. Photos this page by Oscar Robayna





The 13th TransAtlantic Festival in April continued a long line of innovative international bands in concert each spring at the Bandshell. This edition brought indie stars Wild Belle, Colombian cumbia group Puerto Candelario, Chilean emcee Ana Tijoux, Afrobeat big band Budos, and a selection of several top locally-based bands as well.

The crowds enjoyed two days of music, plus exciting vendors and community partners.





The 2016 edition of
TransAtlantic Festival will be
presented with support from
the John S. and James L.
Knight Foundation.





Melina Almodovar, La Muñeca de la Salsa, has been a popular 'regular' at the Bandshell. She and her Orquesta took part in the Noche de San Juan en Miami Beach in June, along with other top salsa and Puerto Rican plena groups. She returned to the Bandshell with her North Beach Salsa Festival in October.

(photo upper left and lower right courtesy of Melina Almodovar, others Rhythm Foundation)





A large and festive crowd came to the Bandshell July 4th to watch the Final Match of the Copa America 2015 soccer match. Fittingly for the neighborhood often called "Little Buenos Aires", the game pitted Argentina vs Chile.

After Argentina was beaten in the penalty kick phase, the handful of Chileans in the crowd celebrated. The crowd later enjoyed the City of Miami Beach's 4th of July concert and fireworks show just behind the Bandshell.

photos: The Rhythm Foundation

The Miami Symphony Orchestra's brass group performed holiday favorites in November - the first of several orchestral concerts at the Bandshell this winter.

Below, MISO conductor Eduardo Maturet (2nd right), and Rhythm Foundation chair James Quinlan (right) enjoyed the show with friends Rudy and Betsy Perez, longtime Bandshell supporters.





The University of Miami Frost School of Music Big Band celebrated Frank Sinatra's 100th birthday in December. A very large crowd enjoyed Old Blue Eyes' hits, and danced along with the South Florida Lindy Collective.

photos both pages courtesy of Rhythm Foundation



A wonderful year of music and cultural events at the North Beach Bandshell closed with an extravaganza: The Miami Gay Men's Chorus Magic City Christmas: Elf U.

photos this page: The Rhythm Foundation



2015 Programs were supported by City of Miami Beach, Miami-Dade Department of Cultural Affairs, The Miami Foundation, Terra Group, Car2Go, Boardwalk Properties, KGP Management, Baptist Health of South Florida, North Beach Property Owners, Claro Development, Urban Resource.

The Rhythm Foundation acknowledges the North Beach Bandshell committee, who meet monthly to ensure community participation in the venue: Daniel Veitia (chair), Benton Galgay (North Beach Bandshell Manager), Laura Quinlan (TRF), North Beach residents Katie Sanoja (also TRF board member), Nathaniel Korn, Gail Frank, Raymond Adrian (UNIDAD), Jose Elias (Community Arts and Culture), Matis Cohen (Kahunah Management), Cindy Casanova (CMB Parks Department).

2016

2016 will bring a new year of outstanding music and cultural events to the North Beach Bandshell. We look forward to the January launch of *Seaside Sessions*, a three-week musical odyssey of innovative jazz artists and international music. The acclaimed Nu Deco Ensemble makes their Miami Beach debut in January, as well. Rock fans, legendary shredder Yngwie Malmsteen presents Guitar Gods Festival in February. Community Arts and Culture is planning several world music weekends with their long-running Day at the Beach series. The Rhythm Foundation's signature TransAtlantic Festival in April promises some great bands for their 14th edition. In May we launch the Miami Beach Kundalini Yoga Festival - two days of mantra, meditation and music. We will welcome back Orchestra Miami in the spring for a free concert by the full group. Also coming up, several great evenings of salsa and Latin rhythms, wonderful dance and fitness events and of course the community-oriented monthly Food Truck and Music Fest. We will see YOU at the Bandshell!

Photo Credits: Luis Olazabal, except as noted

NorthBeachBandshell.com // RhythmFoundation.com // (305) 672-5202







The Rhythm Foundation
2015



BUILDING CULTURE IN NORTH BEACH

THE NEW TROPIC RESEARCH REPORT
RHYTHM FOUNDATION | DEC 2015

the project

How might we understand and extend the impact of Rhythm Foundation's work in the North Beach community?

We set out to examine how Miami locals think about and engage in artistic and cultural opportunities, how their behavior and preferences relate to Rhythm Foundation's work, and how that work generates economic impact in the community. Our goal is to understand challenges and opportunities for engaging more Miamians in Rhythm Foundation's work, and to demonstrate its unique economic impact.

This stage of our project focused in particular on new target audiences, including young professionals in Miami and cultural explorers who are broadly interested in the arts but not currently engaged in the North Beach Bandshell programming.

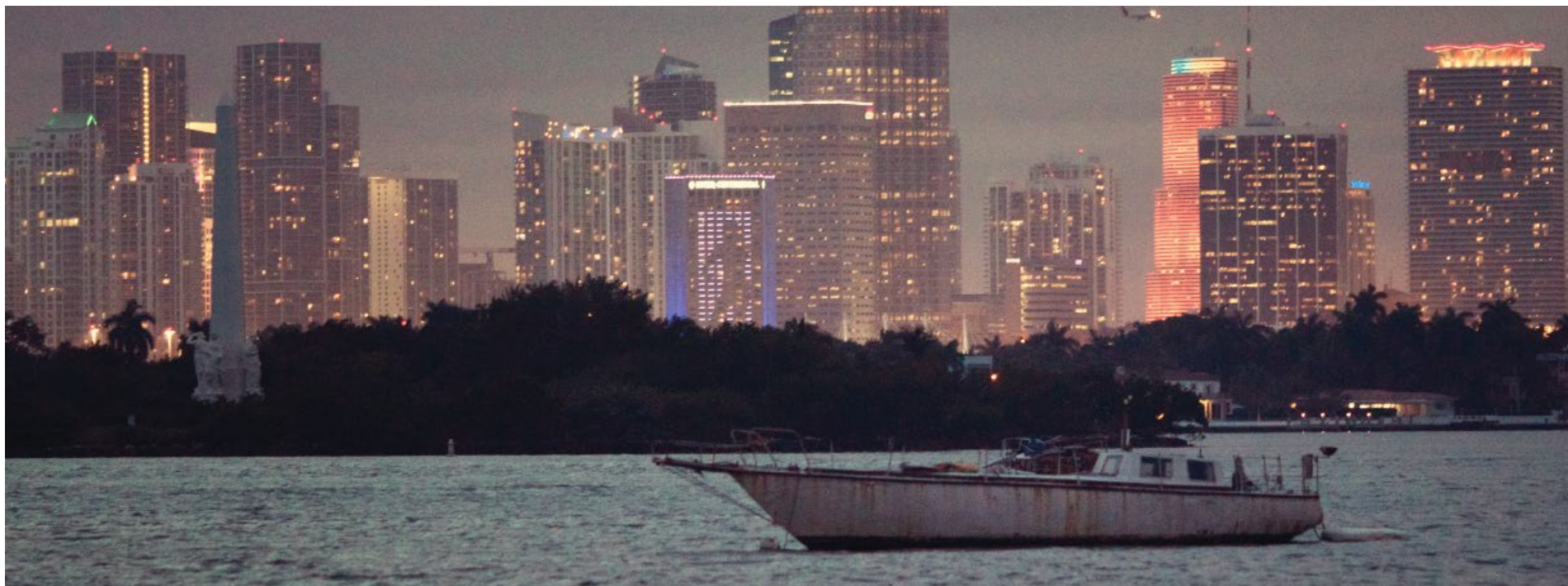
Rhythm Foundation has established a unique position in the Miami community and a strong reputation for important cultural programming. We know anecdotally that its work in other communities has helped change the narrative, generate economic growth, and strengthen cultural connections.

Rhythm Foundation's management of the North Shore bandshell represents an important opportunity to vest this work and impact in a changing neighborhood; to demonstrate a direct opportunity and impact.

As Miami's urban core has grown in the last decade, so has its cultural community. From tech startups to civic innovation to the performing arts, a panoply of new projects and people have begun building new experiences and ideas here.

We find that this crowded space encourages more locals to be open to new experiences and cultural opportunities in an abstract sense. Miamians know there's a lot happening, and they want to experience it. In practice, though, they struggle to curate these opportunities, to identify





what most interests them, and to build context around cultural offerings. In every facet of their local lives, new generations of users (increasingly, of every age) are demanding experiences that are wrapped in community and connectivity; organizations offering cultural opportunities must engage beyond the performance.

Over the course of two months, The New Tropic team used a combination of human-centered and market research tactics to explore and help answer the research question.

This process included:

- In-depth interviews with more than 40 Miami locals in the target audience, exploring their behaviors and preferences
- On-site immersive research at Rhythm Foundation performances at the Bandshell
- Market research through The New Tropic's media channels
- Economic impact analysis examining the estimated quantitative effect of the Bandshell
- Interviews with local business owners

Our research process is driven primarily by qualitative, rather than statistical, human insights. We seek to understand the experiences of other people in an anthropological, human way; to immerse ourselves in their worldview.

In concert with economic impact analysis, this helps us arrive at a set of rich insights and opportunities that, when used in concert with the other research and information an organization like Rhythm Foundation collects, can help produce bold new strategies for demonstrating impact and generating innovative programming for the Miami community.

key findings

How do Miami locals think about and participate in cultural opportunities?

Arts is not a separate part of our local experience

Miami's curious locals don't think of artistic or performing arts or cultural experiences as a distinct area of their behavior or calendar. The locals we spoke with thought of every local event, from a business panel to a dive bar rock concert to an opera as part of the same mix of experiences.

How might we make the Bandshell a core part of the regular experience of going out and exploring Miami?

Word of mouth is everything

Curious locals make their decisions about what's interesting and what to do based on what their friends recommend. This isn't a new insight by itself, but given the highly digital and social media-driven behavior of these audiences in other contexts, word of mouth remains far and away the most important marketing tool for cultural experiences.

How might we better activate Rhythm Foundation's fans and followers for word-of-mouth marketing to attract new audiences?



Our friends drive our behavior

Even among the die-hard and dedicated art connoisseurs with whom we spoke, finding and exploring with friends was a core motivator of behavior. We want our experiences to be social.

How might we make Rhythm Foundation performances something that's always better with friends?

Facebook is key for event discovery

Aside from word-of-mouth, Facebook is the most important and most widely-used event and experience discovery tool among Miami's curious locals. However, straight event ads aren't engaging; people like interacting with brands that feel alive and unique.

How might we create a compelling presence for Rhythm Foundation on social media?

Newsletters are still relevant, if they're good

Many curious locals use local newsletters from trusted media brands (like ours, wink) and from organizations they like, as a way to discover what's going on. However, we heard that the quality of these newsletters varies widely, and people feel inundated by promotional blasts that don't offer much value.

How might we create a special e-mail product for RF?

Curation is king

Locals feel overwhelmed by the variety of offerings available to them every day. There's so much media, so many events, so many experiences generating so much FOMO. It's exhausting for users. Helping locals curate what's happening is the best way to gain trust.

How might RF help curate the Miami cultural space?



What is the experience of North Beach Bandshell for neighborhood locals?

The local community keeps them rooted

North Beach residents and business owners feel deeply connected to the neighborhood because of its unique sense of local community. Locals enjoy experiences that make them feel connected to their neighbors; North Beach feels slower, more accessible, more stable than its southern counterpart. This engenders pride and engagement.

How might we grow the Bandshell's connection to the local North Beach community?

We crave cultural wrapping

The experience of attending a performance is missing some of the surrounding activities and setting that make people feel part of an artistic and cultural community. Miami's sprawl and urban disconnection make it hard for these things to happen; it tends to be a drive-in, drive-out experience, which makes it more difficult to create community and audience retention.

While neighborhood residents do spend time and energy and money in the surrounding area when they attend shows, they express a desire for more options and opportunities to do so. Business owners do note an increased engagement from concertgoers, but also a desire to help more of them connect to the neighborhood's local businesses.

How might we create better surrounding experiences for RF performances?

Locals fear the neighborhood is changing

Everyone we interviewed noted a concern that their neighborhood was being changed by real estate development, speculation, high-rise buildings, and corporate businesses that would push out locals.

Even among higher-income residents, the integrated feeling of North Beach was a strong attractor to cultural experiences and the area in general. Business owners sense the mixed benefit and risks of such growth, and are eager for ways to engage in the growth that keep the neighborhood true to its identity.

How might RF become part of the conversation about North Beach's community future?

Attendees want to connect with context

While everyone with whom we spoke praised RF's programming and the Bandshell's activation, some event attendees and local business owners said they could not identify how this programming was connected or how different shows related to one another. New programming in 2016 will help address this, but we heard a desire to feel like each activation is part of a longer engagement that locals and visitors alike can be proud to take part in.

How might we create a sense of context to attending Bandshell events?

We crave social experiences and sensibilities

Everyone we interviewed wanted a more social experience in the neighborhood. We want to meet our fellow attendees; get to know the surrounding businesses; and feel connected to something larger than the programming on stage.

How might we create rich social experiences at Rhythm Foundation programming?

art & culture users

Based on our interviews and immersions, we identified this persona map of how different types of curious locals think about and participate in cultural experiences.

Faithful curators

Motivated to share artistic experiences they love with others, the curator creates opportunities for their friends to participate in new cultural offerings, shares information about the art forms they enjoy, and serves as a guide to help others discover their passion. The curator seeks cultural experiences that push boundaries.

Cultural connoisseurs

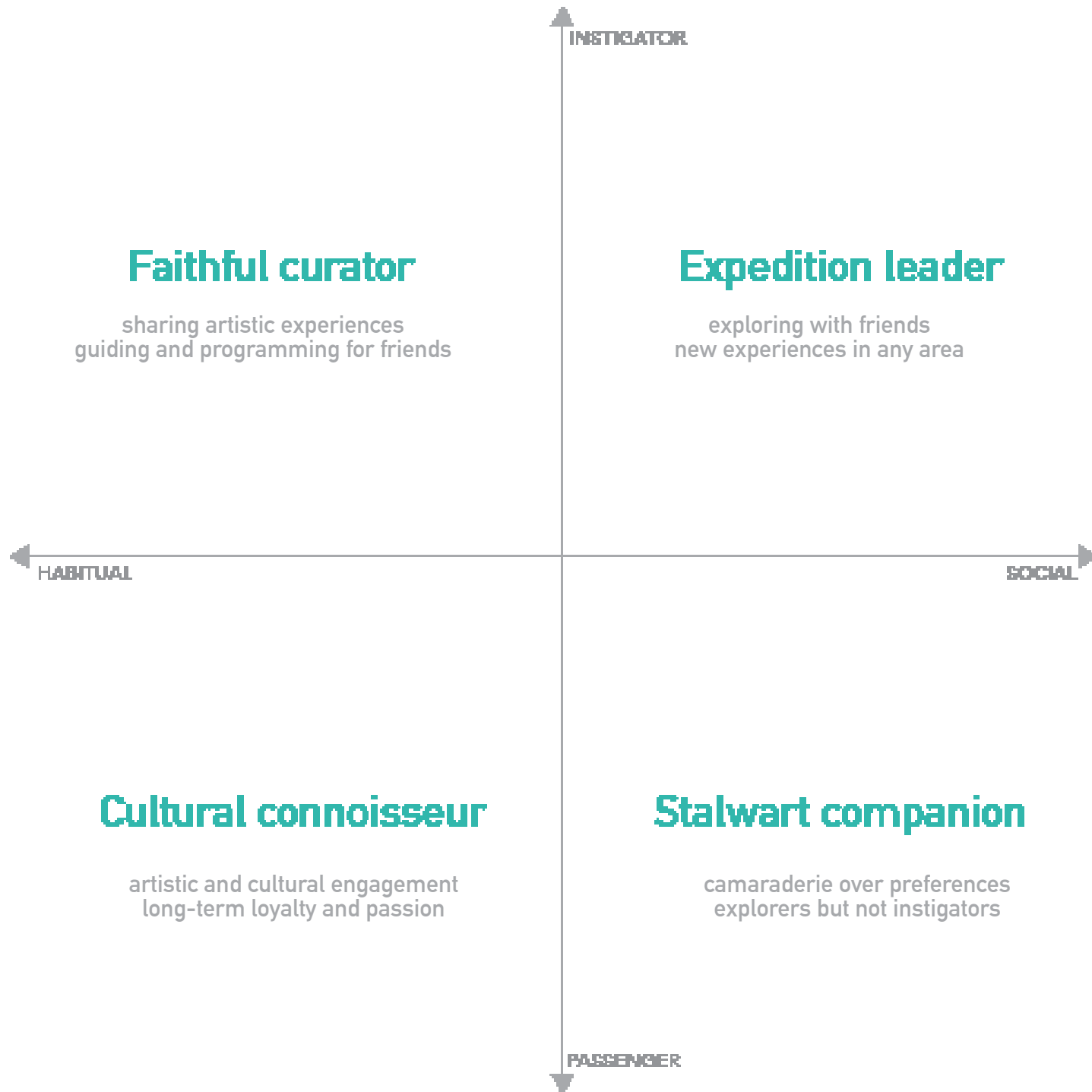
These users have the strongest artistic and cultural preferences. They have particular artistic formats and cultural organizations about which they care deeply, and are motivated by a desire to follow and support their work more than by a desire to share it with others. They are eager to attend new experiences, but finding and keeping their attention can be a challenge.

Expedition leaders

Driven by the desire to share experiences and memories with their friends, expedition leaders are always seeking and organizing new social journeys. They aren't motivated by specific types of experiences; they're open to anything that provides a new social engagement.

Stalwart companions

Companions value camaraderie more than specific experiences. They have broad cultural preferences, but tend not to act on them or invite others to participate in them. Companions rely instead on the instigators and expedition leaders in their networks to create those opportunities, which they are then excited to join.



economic impact

From July to December 2015, Rhythm Foundation generated more than

\$520,000 in direct economic impact

in the North Beach neighborhood of Miami Beach, and more than

\$1,212,000 in indirect and induced impact

throughout Miami-Dade County.

As numerous national studies have demonstrated, arts and culture programming has a uniquely valuable impact on local economies. Local arts and culture organizations, and the work they produce, keep a significantly higher percentage of their economic impact within the local region than many industries and economic sectors.

Nearly 100% of Rhythm Foundation's direct economic impact is retained in the local economy, generating a strong capture rate for indirect effects throughout the North Beach neighborhood in the form of spending with local restaurants and bars; patronage at local stores; and tourism and visitor spending, in addition to induced impact through vendors.

Our analysis and surveys with users of Rhythm Foundation events at the Bandshell found that a significant percentage of attendees stayed in the neighborhood after a performance and visited a shop, restaurant, or bar. Business owners supported this finding by noting a direct increase in business on days and at times surrounding Rhythm Foundation events, also telling us that the customers they received were high-value and seemed likely to return over time.

These figures were calculated using attendance figures from Rhythm Foundation events and direct revenue from these events, along with average neighborhood spending from attendees who visited local restaurants, bars, and stores during their visit. Indirect and induced impact was calculated using a 2.0 effective spending multiplier and average economic impact generated by neighborhood activity.

“There’s absolutely an uptick in business.”

Lou, hotel and restaurant owner

“The Bandshell is people from the neighborhood and people from outside; it’s great!”

Ali, 31, new North Beach homeowner

“One of my favorite things I stumbled on before moving is the Bandshell.”

Roberto, 45, North Beach resident

inspirations

Based on what we've found in this stage of the research, we collected these design questions to explore in the next phase of our work.

Cultural context

How might we make the Bandshell a core part of the regular experience of going out and exploring Miami?

How might we better activate Rhythm Foundation's fans and followers for word-of-mouth marketing to attract new audiences?

How might we make Rhythm Foundation performances something that's always better with friends?

How might we create a compelling social presence for Rhythm Foundation?

How might we create a special e-mail product for RF?

How might RF help curate the Miami cultural space?

How might we grow the Bandshell's connection to the local North Beach community?

On-site experience

How might we create better surrounding experiences for RF performances?

How might RF become part of the conversation about North Beach's future?

How might we create a sense of context to attending Bandshell events?

How might we create a sense of context to attending Bandshell events?

How might we create rich social experiences at Rhythm Foundation programming?

business: the new hotel



Ann Castellano & Lou Ramirez

Chef Lou Ramirez and his wife Ann Castellano run The New Hotel in North Beach, a boutique hotel that also operates Lou's Beer Garden gastropub in the backyard. Since acquiring the building in 2007, Ann and Lou have built a beloved locals spot and a highly-rated hotel that sustains their business.

"The goal was to create something that would attract locals and visitors," Lou says. "We definitely have locals who are our bread and butter."

While they say they "can't charge South Beach prices" for food, the local bar crowd and hotel guests drive most of their business.

Visitors to the neighborhood are looking for something calmer and more local than the hotels on South Beach. Because of this, Lou sees North Beach programming and culture attracting not just locals, but also tourists.

"Hell yeah- having the Bandshell has been great. There's absolutely an uptick in business," he says. "Having events every week is great for the neighborhood. It's a good environment; it's not South Beach."

"Hell yeah- having the Bandshell has been great. There's absolutely an uptick in business. Having events every week is great for the neighborhood."

"It's changing, but progress is progress."

business: team iguana sports

Ron Cater, owner and operator

Ron Cater got into the bike business more than 30 years ago, but he didn't feel at home until he moved to North Beach nine years ago, in 2006.

"I just want to do my thing," he says. "For me, I'm just trying to keep it simple. The neighborhood has changed, but in a good way." He says in the early years, he suffered many break-ins and lots of trouble with crime, but recently the neighborhood and business have both improved.

Cater does fear that the neighborhood will change so that local businesses can't survive. "Lincoln Road was mom and pops, and that changed. That will happen here."

"Businesses need to get more involved" in the neighborhood, he says. "The neighborhood wants to have that flavor."

Cater says that programming like the Bandshell has helped business and seems to be bringing more locals into the neighborhood to explore. He hopes this is able to continue as bigger developments and corporate projects enter the neighborhood.



"The neighborhood has changed, but in a good way. If I'm here 10 years or 10 minutes, it'd been good."

"The problem is businesses need to get more involved [in the neighborhood.] They haven't yet."

business: o cinema



Kareem, co-founder and director

O Cinema recently opened its second theater in North Beach in the old Byron Carlyle building. Now an area resident, director Kareem Tabsch says it's a unique neighborhood with a unique opportunity for cultural growth.

"It's a true community with very vibrant residential life.," he says. "It's important to bring continuous year-round cultural offerings 7 days a week, 52 weeks a year... it's great that the Rhythm Foundation operates the Bandshell."

"North Beach still feels authentic, liveable, walkable -- what would detract from that would be if the focus shifted more to tourists." He says the cultural growth in North Beach has driven strong attendance and business growth for O Cinema.

"It feels like a real community, and it still feels like it leans toward residents, not tourists. People take pride in the area."

"It's important to bring continuous year-round cultural offerings, 7 days a week, 52 weeks a year."

"It's great that the Rhythm Foundation operates the Bandshell."

"North Beach still feels authentic... what would detract from that would be if the focus shifted more to tourists."

business: on the rocks

Lucas, owner and operator

Lucas Vlahovic has been running On the Rocks sports bar in North Beach for more than 20 years, since first opening in 1994. Originally from Yugoslavia, Lucas says he knew when he first arrived in the neighborhood that it had a special character.

He's seen the neighborhood change in significant ways over the last two decades, but manage to retain its character. He's concerned, though, that this won't continue.

"A whole bunch of stuff came up here. People couldn't afford South Beach; this was undeveloped, but people could mess with you. You had to be careful," he says of his early days in the area.

"I don't want South Beach here. I want something calmer and more family friendly; I want to see mom and pops. Lots of young people are moving in; we have to keep them in the neighborhood," he says.

"I think the Bandshell is a great spot to bring people in and for the neighborhood. We needed a new performance space, and it's got us on the right track."

Since the Rhythm Foundation began its regular shows at the Bandshell, Lucas says he's "definitely" seen business increase around the performances, with the kind of customers he wants.

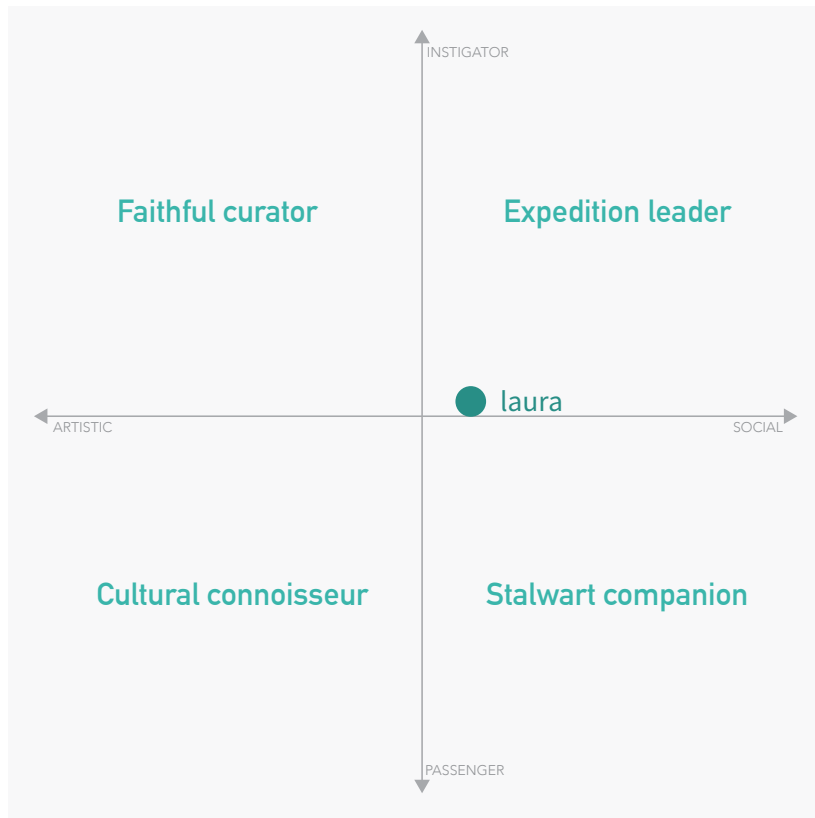


"I don't want South Beach here. I want something calmer and more family friendly; I want to see mom and pops. Lots of young people are moving in; we have to keep them in the neighborhood."

"I think the Bandshell is a great spot to bring people in and for the neighborhood."

people: laura

32, attorney



Laura is a longtime Miami resident who recently bought a home in North Beach after living in the neighborhood as a renter for several years. She's starting a new family, with a child on the way, and enjoys living in a locally-minded neighborhood. "It feels very much like a neighborhood. On the weekends we don't drive."

"Rhythm Foundation does a lot of stuff at the Bandshell, which is awesome. It attracts a lot of neighborhood people, which is nice compared to other events, where it's always the same group of people that go to everything."

"I can't think of anything that's missing," says Laura, but she fears that the growing popularity of the area and rising home prices will "push out the lower income families which help create the vibe of the neighborhood."

Laura hopes that local businesses can survive in the neighborhood, and that current residents won't be pushed out.

"The neighborhood is local and pretty diverse. On weekends we don't drive."

Laura, on why they bought a home in North Beach

"Rhythm Foundation does a lot of stuff at the Bandshell, which is awesome. It attracts a lot of neighborhood people."

Laura, on why she likes Rhythm Foundation programming

people: alejandro

42, engineer

Alejandro moved to North Beach six months ago from South Beach, and loves the neighborhood.

“South Beach is more lively, great nightlife and entertainment. But it doesn’t have the local vibe that North Beach has.”

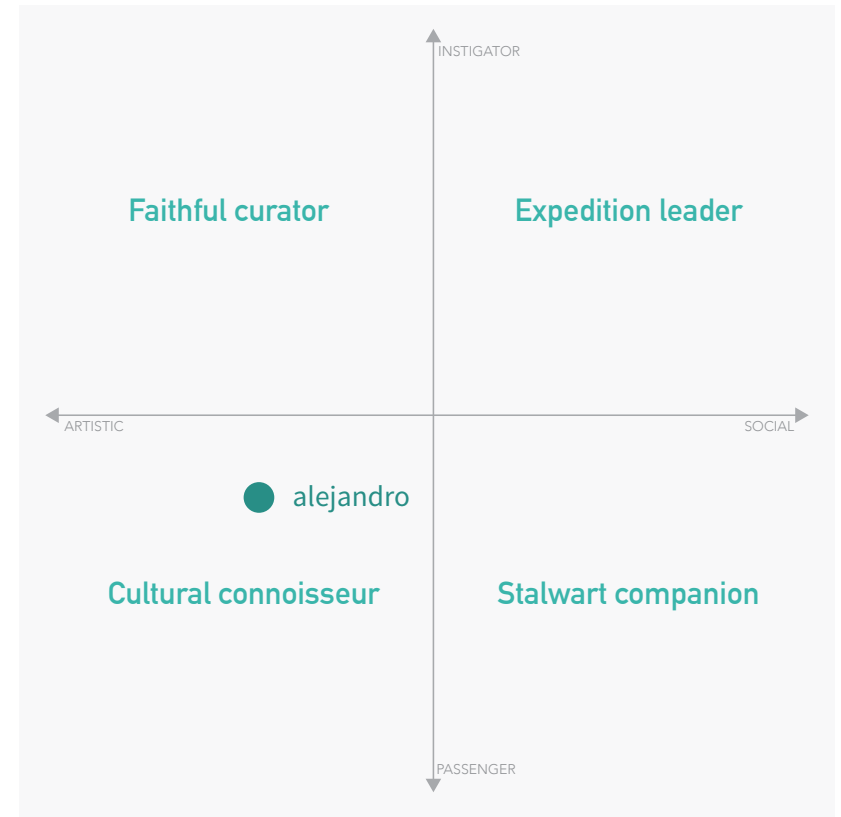
“One of my favorite things I stumbled on before moving there is the Bandshell; they renovated and installed a good audio system. They never have pre-recorded, it’s always live music and really cool.”

Alejandro says that there’s a lot of work that needs to be done in the neighborhood to clean up and improve the area, especially the downtown core; but he likes the family-friendly vibe, the parks and open spaces, and the trolley.

While he regularly attends events at the Bandshell and at O Cinema, he says “entertainment is still lacking as far as the arts,” and wishes there was more local programming in that style. “It’s a good start, but change is slow.”

“South Beach doesn’t have the local vibe that North Beach has.”

Alejandro, on why he likes exploring North Beach



“One of my favorite things I stumbled on before moving there is the Bandshell.”

Alejandro, on why he attends so many Bandshell events

people: alex

26, technology developer



Alex recently relocated to Miami, where he was born, from Chicago. He runs a startup company here in Miami, which takes most of his time and makes it difficult to attend events, but in Chicago he notes he was quite culturally engaged, regularly attending the symphony and other performing arts; but he has not gotten engaged here in Miami. When he does explore, he's not tied to a specific organization or art form; he's more interested in gathering his friends for a fun experience. He's the leader of the group.

While he says he acts as the leader, he doesn't consider himself "in the know" about arts and culture. He relies on his friends to tell him if something is important artistically. This suggests that expedition leaders and cultural connoisseurs work together to create group action around artistic events.

He's never attended a Bandshell event, but says it's easy for him to be convinced to attend things, and if asked, he would.

"It's never a waste of time - more often than not, the right people and a good scene make for a good event."

Alex, on trying new things with friends

"I used to go to [Chicago Symphony Orchestra] once a month. I haven't taken it upon myself to attend since moving back [to Miami]."

Alex, on his cultural habits and calendar

people: anastasia

30, designer

Anastasia is from Belarus, but has lived in a number of cities around the world including New York, San Francisco, and now Miami.

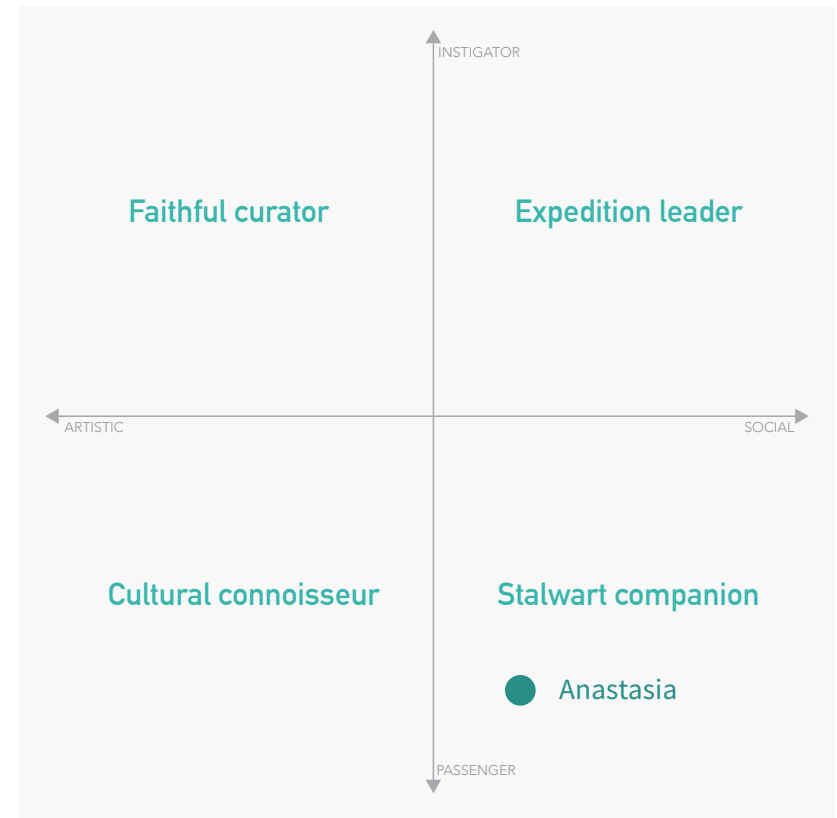
She values a broad set of cultural experiences, and includes food and culinary exploration in that. For her, going out to dinner with friends and trying a new place is in the same decisionmaking space as going to a performance, a gallery, or a talk.

She has a particular affection for ballet, because she grew up with it. She says she's usually not willing to pay a small amount for

She trusts her friends with "awesome taste" to recommend new experiences, and is willing to pay for quality events.

"Miami spoils you with good free things."

Anastasia, on paying for events



"When it hits all the senses - good music, lights, food, pleasant to eyes, ear, inspiring, teaches me something - then it's amazing"

Anastasia, on what makes a great experience for her

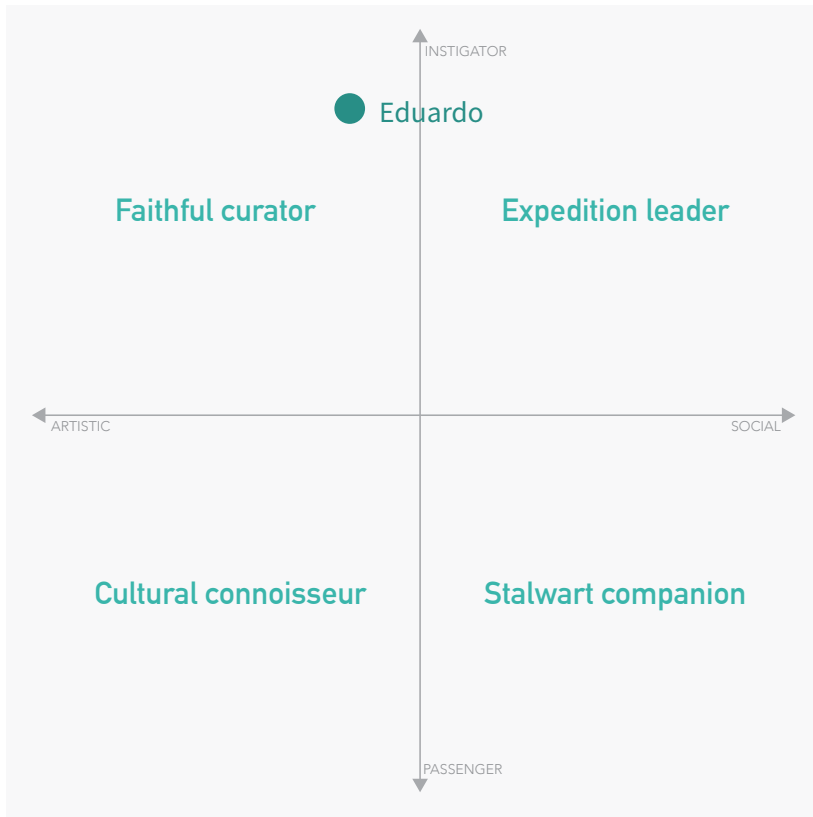
people: eduardo

36, marketing director

Eduardo is a Miami native whose extended family have been long-time cultural attendees and season ticket holders to many local cultural organizations. He wants to share that passion with others, and help them discover what he learned growing up.

He values a diverse set of experiences, and includes business talks and other kinds of learning experiences in his cultural calendar, where he says he attends 1-2 events each week.

Eduardo wishes people knew more about the cultural options in Miami, but also feels many organizations don't deliver excellently-produced work, which turns him off.



“I won’t attend if I don’t think it will be well-produced.”

Eduardo, on what he looks for in an event

“I’ve never thought of Miami as a city of great art institutions.”

Eduardo, on why more young people don’t attend cultural events

people: morgan

25, writer

Morgan is a young recent transplant to Miami who works as a full-time copywriter at a media agency. She moved from a smaller town in North Carolina, but felt people were more engaged in arts and culture there as a community.

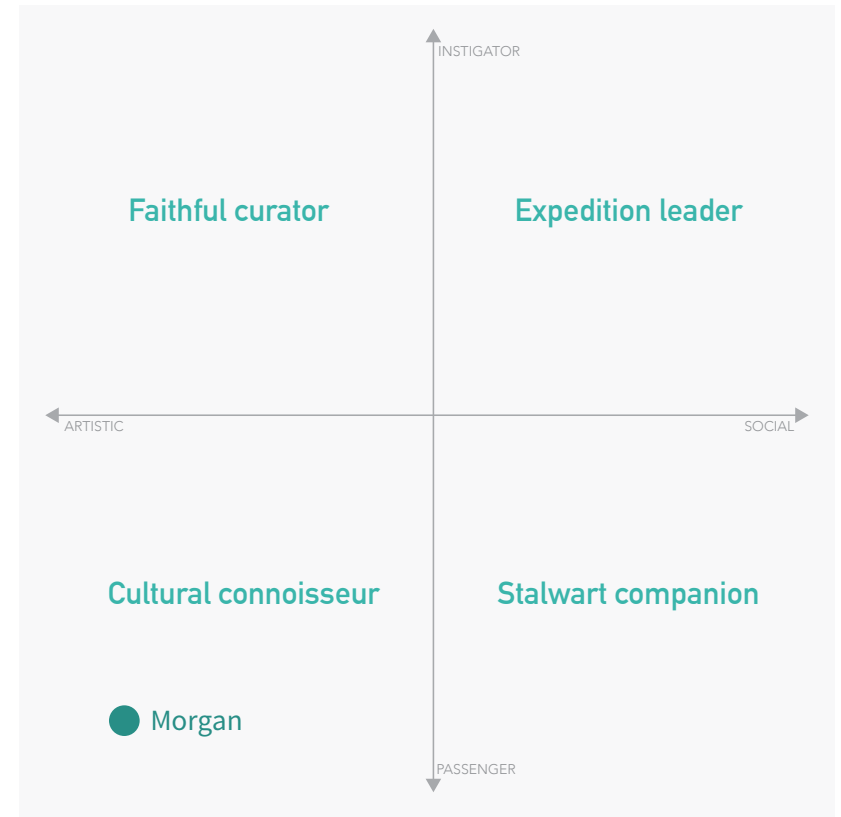
She used to be a New World Symphony season ticket holder, but gave up her season tickets because the system forced her to pick concert dates too early in advance for her variable schedule, which changes every day, so she often missed shows.

She will travel any distance for an art form she cares about, such as Southern music or symphony orchestra, and a perfect night out for her is being able to enjoy a quality show with a meal before or after. If friends are there, too, that's icing on the cake.

She has attended several Bandshell shows including Dance Band Night, and recommends them to all her friends.

"If it's a one off performance or a big thing, generally I give preference to that rather than an art exhibit that I can go to over the course of 3 months."

Morgan, on how she decides what to attend



"You do have to seek it out yourself - people may feel it's more challenging or have friends that invite you. But I got here, sought it out and found it."

Morgan, on finding art experiences she cares about in Miami

people: ali

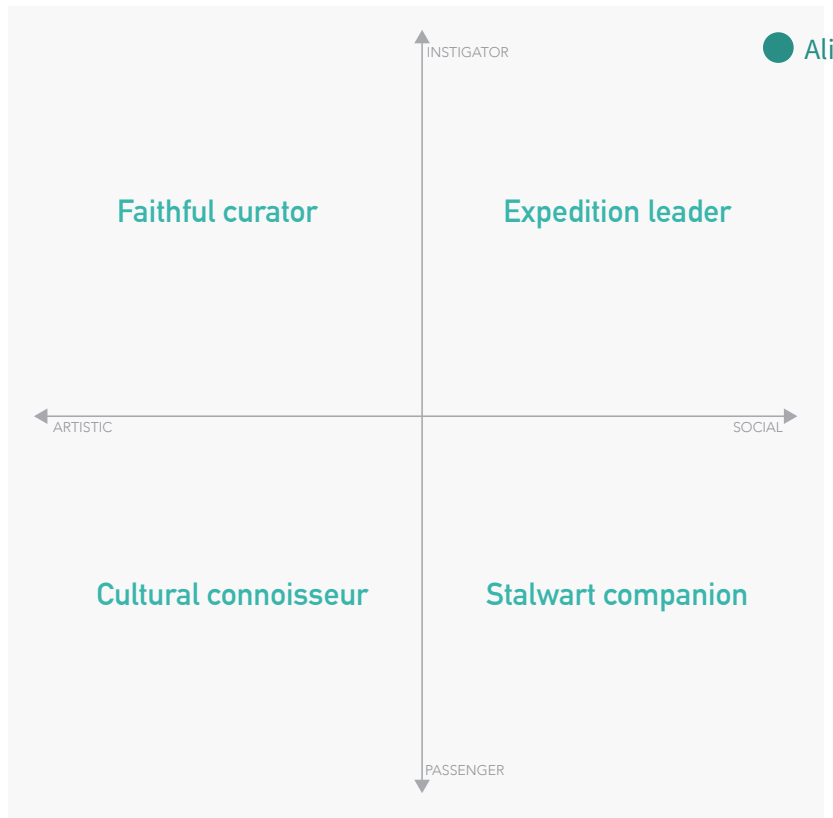
32, business associate

Alain is a Miami native who recently moved back from living and going to school in Boston. When growing up in Miami, he never felt it was a city with strong cultural experiences to offer.

When he first moved back to Miami, his first goal was to find a group of friends with whom he could travel. After four months, he says, he finally feels he's finding that group, to whom he can suggest new things to do and reliably find companions.

He isn't particular about what kind of experiences he attends, as long as they're fun and unique for his friend group. He's constantly searching for opportunities to suggest, whether they're artistic, exploratory, or just a backyard barbecue.

He and his friend group have attended one Bandsshell performance, and enjoyed the relaxed nature of it. He hopes to attend again in the future.



“If it sounds fun, do I have friends already going or can I invite a bunch of people to make this outing fun?”

Ali, on how he decides what to attend

“I’m starting to develop a go-to group after 4 months, which I love.”

Ali, on his cultural growth in Miami

people: kiran

40, administrative manager

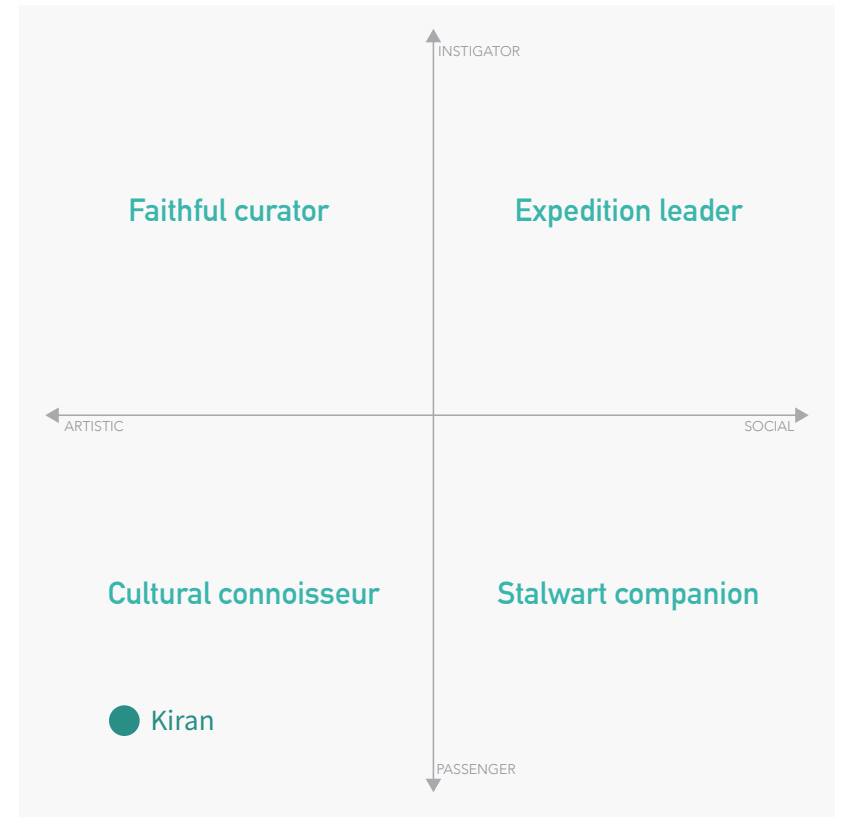
Kiran is a longtime Miami resident who recently got married, and transitioned from using art and cultural experiences as part of her single life, to using them as part of growing and building relationships with her family.

She likes to plan ahead and tries to see diverse cultural performances, noting that she signs up for “every newsletter” that art and culture organizations offer in Miami.

She recently spent an entire tax refund on tickets to new kinds of shows around town, from opera to rock shows to Broadway. Unlikely most of the people with whom we spoke, Kiran plans her calendar 3-6 months in advance, and does a “big scrape” of websites to find what she wants to buy and reserve.

“If we’re not engaging with the culture, we’re just living on the surface and we’ll be like the people that say ‘there’s nothing to do here, just going to clubs.’”

Kiran, on why she’s deliberate about planning her cultural calendar



“I like to RSVP early and plan around things.”

Kiran, on how she plans her schedule