

RESOLUTION NO. 2020-025

RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, APPROVING A SERVICES AGREEMENT BETWEEN THE CITY OF HIALEAH AND XTREME FX, LLC, TO PROVIDE CUSTOMIZED VISUAL, AUDIO AND PYROTECHNIC SPECIAL EFFECTS FOR THE CITY'S YEARLY FOURTH OF JULY CELEBRATION, FOR A TERM OF THREE YEAR COMMENCING ON JULY 4TH, 2020 AND ENDING ON JULY 4TH, 2022, WITH THE OPTION TO RENEW FOR AN ADDITIONAL TWO-YEAR TERM, IN AN AMOUNT NOT TO EXCEED \$45,000.00 PER YEAR; AND AUTHORIZING THE MAYOR, OR HIS DESIGNEE, AND THE CITY CLERK, AS ATTESTING WITNESS, ON BEHALF OF THE CITY, TO EXECUTE THE SERVICES AGREEMENT ATTACHED HERETO IN SUBSTANTIAL FORM AND MADE A PART HEREOF AS EXHIBIT "1"; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Xtreme FX, LLC ("XFX") is a special effects company that is in the business of providing special customized visual, audio and pyrotechnic effects for events;

WHEREAS, City desires that retain the services of XFX to provide customized visual, audio and pyrotechnic special effects for the City's yearly Fourth of July Celebration, pursuant to the terms and conditions of the Services Agreement, attached hereto in substantial form and made a part hereof as Exhibit "1" ;

WHEREAS, XFX has the experience and ability, and the City has relied on representations made by XFX as to its experience and ability to perform the services as provided for in this Agreement; and

WHEREAS, it is in the best interest of the City to enter into this Services Agreement with XFX to provide a special customized visual, audio and pyrotechnic special effects for the City's yearly Fourth of July Celebration, for the benefit and enjoyment of the residents of the City of Hialeah.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, THAT:

Section 1: The foregoing facts and recitations contained in the preamble to this resolution are hereby adopted and incorporated by reference as if fully set forth herein.

Section 2: The City of Hialeah, Florida hereby approves a Services Agreement between the City of Hialeah and Xtreme FX, LLC, to provide customized visual, audio and pyrotechnic special effects for the City's yearly Fourth of July celebration, for a term of three years commencing on July 4th, 2020 and ending on July 4th, 2022, with the option to renew for an additional two-year term, in an amount not to exceed \$45,000.00 per year, and authorizes the Mayor, or his designee, and the City Clerk, as attesting witness, on behalf of the City, to execute the Services Agreement attached hereto in substantial form and made a part hereof as Exhibit "1". The City Council hereby approves, adopts and ratifies all prior actions, approvals, payments and other actions whatsoever taken by the Mayor, or his designee, on behalf of the City in the performance of the Services Agreement.

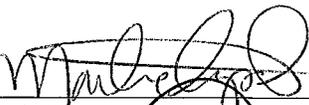
Section 3: This resolution shall become effective when approved by majority vote of the City Council and signed by the Mayor or at the next regularly scheduled City Council meeting, if the Mayor's signature is withheld or if the City Council overrides the Mayor's veto.

PASSED AND ADOPTED this 11 day of February, 2020.


Paul B. Hernandez
Council President

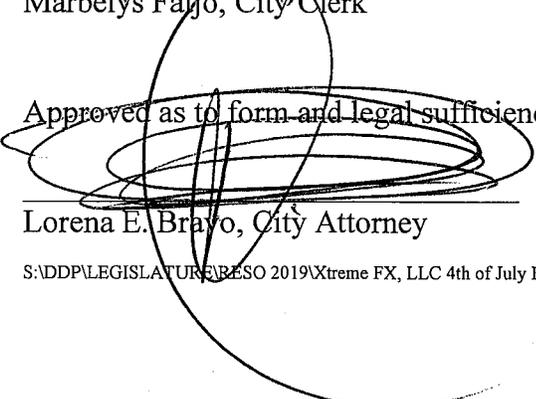
Attest:

Approved on this 14 day of February, 2020.


Marbelys Fajó, City Clerk


Mayor Carlos Hernandez

Approved as to form and legal sufficiency:


Lorena E. Bravo, City Attorney

Resolution was adopted by a 7-0 vote with Councilmembers, Cue-Fuente, De La Rosa, Garcia-Roves, Hernandez, Perez, Tundidor and Zogby, voting "Yes".

**SERVICES AGREEMENT BETWEEN
THE CITY OF HIALEAH AND XTREME FX, LLC**

THIS AGREEMENT ENTERED INTO THIS ____ day of _____, 2020, in Miami-Dade County, Florida, by and between the City of Hialeah (hereinafter referred to as the "City") located at 501 Palm Avenue, Hialeah FL 33010, and Xtreme FX, LLC, an limited liability company formed under the laws of the State of Florida, with an address at 992 Tamiami Tr, Unit E2, Port Charlotte, FL 33953 ("XFX").

WHEREAS, XFX is a special effects company that is in the business of providing customized visual, audio and pyrotechnic effects for events;

WHEREAS, City desires that retain the services of XFX to provide customized visual, audio and pyrotechnic effects for the City's yearly Fourth of July Celebration, pursuant to the terms and conditions of this Agreement;

WHEREAS, XFX has the experience and ability, and the City has relied on XFX's representations as to its experience and ability to perform the services as provided for in this Agreement; and

WHEREAS, the City and XFX desire to enter into this Services Agreement to provide customized visual, audio and pyrotechnic effects for the City's yearly Fourth of July Celebration commencing on July 4th, 2020 and ending on July 4th, 2022, with an option to renew for an additional two year term under the same terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants, promises, terms and conditions set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and XFX, intending to be legally bound, agree as follows:

**ARTICLE 1
INCORPORATION OF RECITALS**

The parties represent that the recitals set forth above are true and correct. The recitals are incorporated by reference in their entirety and are deemed a part of this Agreement.

**ARTICLE 2
SCOPE OF SERVICES**

2.1 XFX agrees to provide the City with customized visual, audio and pyrotechnic effects for the City's yearly Fourth of July Celebration, as specifically described in the Scope of Work, attached hereafter and incorporated herein as Exhibit "A". Additional services not specifically indicated in Exhibit "A", shall only be provided when requested and approved by the City in writing, at a rate mutually agreed by the parties.

2.2 XFX shall provide all personnel, equipment, materials and supplies that may be reasonably inferred from this Agreement, whether or not expressly identified as necessary or required, to perform the services as provided by this Agreement.

2.3 XFX shall provide all personnel, equipment and means of transportation necessary for the removal, disassembling and/or dismantling of any and all equipment or fixture installed or utilized as a result of XFX's performance of the services as required under the Agreement.

2.4 XFX warrants and represents that its employees, subcontractors or agents performing the services required under this Agreement have the proper skill, training, background, knowledge, experience, integrity and character necessary to perform the services in a competent and professional manner.

2.5 XFX shall comply will all applicable federal, state, and local laws, codes, ordinances, regulations or rules in the performance of this Agreement, including but not limited to, applicable health, aviation, safety and accessibility standards and regulations.

2.6 XFX shall not create any conditions that are unsafe or pose a risk or danger to the health, safety, life or welfare of the public as a result of its performance of this Agreement. XFX shall be responsible for repairing any damage caused to the City's property as a result of its performance of the services as required under this Agreement.

2.7 XFX shall clean up after each event as it relates to the SOW under this Agreement.

2.8 XFX shall be allowed free and clear access to the site of the event to commence the set up, assembly and installation of the equipment and fixtures included in Exhibit "A", until the complete removal of the same.

ARTICLE 3
TERM AND OPTION TO RENEW

3.1. This Agreement shall be in effect for a period of three (3) years ("Initial Term"). XFX shall provide customized visual, audio and pyrotechnic effects to the City for the City's annual Fourth of July Celebration commencing on July 4, 2020, and ending on July 4, 2022 unless otherwise terminated or renewed as set forth in this Agreement.

3.2 Provided that XFX has not defaulted in the performance of its obligations pursuant to this Agreement, that XFX has the capability in all respects to fully perform under this Agreement, that XFX has the integrity and reliability that will ensure good faith performance, and that the parties mutually agree, this Agreement may be renewed, at the City's discretion, for an additional two-year term, upon the same terms and conditions set forth in this Agreement, including cost. The City shall notify XFX in writing of its intent to renew for a successive two-year term 30 days prior to the expiration of the Initial Term.

ARTICLE 4
COMPENSATION

4.1 The City shall pay the total sum of \$45,000.00 for the services provided by XFX as required by this Agreement for each year, as more particularly described in Exhibit "A". This amount represents the total amount due and payable to XFX for its performance of this Agreement. There shall be no other costs, expenses, fees, taxes, charges, or compensation due to XFX for the services rendered pursuant to this Agreement. For the first year, the City shall pay XFX fifty percent (50%) of the amount due upon execution of this Agreement, and fifty percent (50%) on february 3rd, 2020. For any subsequent year, the City shall pay XFX fifty percent (50%) of the amount due at the beginning of the fiscal year, and fifty percent (50%) on the the first business day of Februray of each year.

4.2 XFX understands and agrees that the City, during any fiscal year, is not authorized to expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year and that any contract, verbal or written, made in violation of these prohibitions is null and void. XFX understands and agrees that consequently, no money may be paid on such contract beyond such limits. Nothing contained in this Agreement shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executed only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. XFX shall not proceed with services under this Agreement without the City's written verification that the funds necessary for XFX's compensation and other necessary expenditures are budgeted as available within the appropriate fiscal year budget. The City does not represent that said budget item will be adopted, such determination being the prerogative of the City Council at the time of the adoption of the budget.

ARTICLE 5
NONDELEGABLE PERFORMANCE

XFX acknowledges that in entering upon this Agreement, the City has relied upon the XFX's background and experience, including any prior experience in providing these or other similar services to the City. As such, the duties and obligations undertaken by XFX pursuant to this Agreement shall not be delegated or assigned to any other person or entity, in whole or in part, unless the City shall first consent in writing to the performance or assignment of such service or any part thereof by another person or entity. In any instance wherein XFX desires to effect an assignment or delegate any right or responsibility of performance under this Agreement, XFX shall provide to the City all documents and information that the City may reasonably request to allow the City to evaluate whether the proposed assignee or delegate has the integrity, reliability, experience and capability in all respect to fully perform in good faith. The City shall have full discretion to approve or deny, with or without cause, any proposed or actual assignment of XFX. Any assignment made by XFX without the express written consent of the City shall be null and void and shall be grounds for the City to declare a default of this Agreement.

ARTICLE 6
INDEMNIFICATION

XFX, for itself, and its officers, directors, employees, subcontractors, agents, representatives, successors, assigns, and any other individual or entity who may attempt to sue or be sued on its behalf, hereby unequivocally waives, releases, holds harmless, indemnifies, covenants not to sue, agrees to defend, and forever discharges the City of Hialeah, its officers, elected or appointed, directors, employees, agents, attorneys, contractors and all other persons, entities, organizations and corporations affiliated therewith (all of whom constitute the "Released Parties") from any and all kinds of claims, suits, causes of action, damages, losses, liabilities, costs or expenses, including court costs and attorney's fees at all level of proceedings (including appellate level), and from any judgments, orders or decrees entered thereon or resulting therefrom, for any personal injury, loss of life, damage to property, claim for royalties, infringement of coopyright, tradename, trademark, patent or trade secret, or any other liability, loss, cost or expense of any kind (collectively "Claims"), arising out of, resulting from, relating to, is incidental to or is in any way connected to the XFX's performance of this Agreement, including by way of illustration and not limitation, (i) any negligent installation, replacement, removal, or maintenance of equipment used in the performance of this Agreement; or (ii) any negligent inspection, failure to warn, or failure to make safe any dangerous condition caused by XFX; or (iii) any failure of XFX to perform or comply with any of the covenants, agreements, terms or conditions contained in this Agreement; (iv) any infringement of copyrights, trademarks, tradenames, trade secrets, patents or failure to pay any fees or royalties; or (v) XFX's failure to pay or in any way related to any work, labor, services, materials, equipment or other items performed or furnished for or in connection with this Agreement. XFX shall not be responsible for Claims, as collectively defined in this section, caused by the negligent acts or omissions of the Released Parties. XFX expressly agrees to indemnify, defend and hold harmless the City's Released Parties, or any of them, from and against all liabilities which may be asserted by an employee or former employee of XFX, as provided above, for which the XFX's liability to such employee, or former employee would otherwise be limited to payments under state Workers' Compensation or similar laws. This provision shall survive the termination or expiration of this Agreement, as applicable.

ARTICLE 7
FORCE MAJEURE

7.1 If XFX is prevented from or delayed in performing its duties under this Agreement by an event of force majeure, including fires, hurricanes, severe weather, floods, pandemics, quarantines, war, civil disturbances, acts of terrorism, labor disputes, or acts of God, then XFX shall be excused from performance during the period of such disability. XFX shall not be excused from performance under this Agreement for events related to increased costs, or changing economic conditions, including, without limitation, increased costs of fuel, labor, insurance, or other expenses of performing services under this Agreement.

7.2 If the City is prevented from or delayed in hosting the Fourth of July Celebration including fires, hurricanes, severe weather, floods, pandemics, quarantines, war, civil disturbances, acts of terrorism, labor disputes, or acts of God, then the City may cancel the

Fourth of July Celebration upon five (5) days' written notice to XFX without incurring any further obligation to XFX. If the City cancels or suspends the Fourth of July Celebration due to an event of force majeure after Reflection has delivered, installed, and assembled the equipment or fixture and otherwise has provided the services on the date of the event, the City shall pay XFX for its services pursuant to the Agreement.

7.3 The Party seeking relief as a result of a force majeure event shall promptly notify the other Party in writing when it learns of the existence of a force majeure event and the force majeure event has terminated. If an event of force majeure occurs within sixty (60) days from any Fourth of July Celebration and XFX cannot determine within fifteen (15) days from the occurrence of the event and with reasonable certainty whether the force majeure event will prevent XFX from providing the services, the City in its discretion, can terminate this Agreement upon five (5) days' written notice to XFX.

ARTICLE 8

INDEPENDENT CONTRACTOR

8.1 The City shall have no obligation to pay or provide for XFX's employees. XFX, its employees, agents or representatives, shall be deemed to be independent contractors and not agents or employees of the City and shall not attain any rights or benefits under the civil service or pension ordinances of the City, or any rights or benefits generally afforded classified or unclassified employees of the City, such as pension benefits, worker's compensation, health, insurance, unemployment benefits or any other rights or privileges granted to the City's officers and employees

8.2 This Agreement shall not be interpreted in any way as establishing a relationship of co-partners or a joint venture between the Parties or as constituting XFX as an agent, representative or employee of the City for any purpose.

ARTICLE 9

INSURANCE

9.1 XFX shall provide, pay for and maintain, no later than ten (10) days after this Agreement is presented to XFX for signature, such insurance as indicated in the Insurance Checklist attached as Exhibit "B" to this Agreement, including Workers' Compensation Insurance, Public Liability and Property Damage Insurance, Comprehensive General Liability Insurance, Contractual Liability Insurance, Automobile Liability Insurance and Owner's Protective Liability Insurance, which shall remain in force at all times during the term of this Agreement and any renewal thereof. XFX shall furnish, prior to execution of this Agreement by the City, Certificates of Insurance, which indicate that insurance coverage has been obtained for all required insurance policies. XFX agrees to secure and pay the premiums for the policies of insurance with the minimum insurance limits required. Each such policy will be in the name of XFX with the City named as an additional insured and shall cover all of XFX's operations covered in this Agreement.

9.2 Such policies shall be issued by United States Treasury-approved companies authorized to do business in the State of Florida, and having agents upon whom service of process may be made in the State of Florida. The company must be rated no less than "A" as to management, and not less than Class "X" as to financial strength by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the City's Risk Manager. XFX shall specifically protect the City by naming the City as an additional insured under the Public Liability Insurance Policy, the Contractual Liability Insurance Policy, the Automobile Liability Insurance Policy and the Owner's Protective Liability Insurance Policy.

9.3 All policies shall provide a notice of cancellation or restriction: The policies must be endorsed to provide City with at least 30 days notice of cancellation and/or restriction. Failure to maintain the insurance required above shall be just grounds for termination of this Agreement.

9.4 XFX agrees that the insurance coverage required shall include those classifications as are listed in standard liability insurance manuals, which most nearly reflect the operations of XFX.

ARTICLE 10

DEFAULT AND TERMINATION

10.1 Subject to the requirement of notice as provided in this Article 10, the City may cancel this Agreement upon the occurrence of any of the following events:

10.1.1 Insolvency/Bankruptcy. If during the term of this Agreement:

- a. XFX files a voluntary petition in bankruptcy; or
- b. XFX is adjudicated insolvent; or
- c. XFX obtains an order for relief under Section 301 of the Bankruptcy Code (11 U.S.C. § 301); or
- d. XFX files any petition or fails to contest any petition filed against it seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any laws relating to bankruptcy, insolvency or other relief for debtors; or
- e. XFX seeks or consents to or acquiesces in the appointment of any trustee, receiver, master, custodian or liquidator of XFX, or any of XFX's property or any and all of the revenues, issues, earnings, profits or income thereof; or
- f. XFX makes an assignment for the benefit of creditors; or
- g. XFX fails to pay XFX 's debts generally as they become due; or

- h. XFX conceals, removes or permits to be concealed or removed, any part of XFX 's property, with intent to hinder, delay or defraud XFX 's creditors or any of them, or makes or suffers a transfer of any of XFX 's property which may constitute an illegal preference or be considered an insider transaction, as defined in the Bankruptcy Code, or which may be fraudulent under any bankruptcy, fraudulent conveyance or similar law; or shall have suffered or permitted, while insolvent, any creditor to obtain a lien upon any of XFX 's property through legal proceedings which is not vacated within 30 days from the date thereof; or
- i. A petition is filed in a court of competent jurisdiction against XFX seeking any determination of bankruptcy, reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal or state statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, which petition is not vacated or dismissed within an aggregate of 90 days (whether or not consecutive) from the date of the filing thereof; or
- j. Any trustee, receiver, custodian or liquidator of XFX, or of any of the property of XFX and/or of all or any party of this Agreement and/or of any or all of the revenues, issues, earnings, profits or income therefrom, is appointed without the prior written consent of the City, which appointment shall remain unvacated and unstayed for an aggregate of 90 days (whether or not consecutive) from the date of the appointment;

10.1.2 With the exception of failing to perform the services on the scheduled date, XFX fails to perform or observe any term, covenant, agreement or condition of this Agreement, on the part of XFX to be performed within 30 days after prompt written notice thereof from the City, unless such performance shall reasonably require a longer period, in which case XFX shall not be deemed in default if XFX commences the required performance promptly and thereafter pursues and diligently completes such action.

10.1.3 XFX fails to perform the services on the scheduled date, time or location.

10.2 Notice and Cure. With the exception of XFX's failure to perform the services on the scheduled date, time or location, neither party shall be in default under this Agreement or in breach of any provision hereof unless and until the other party shall have given such party written notice of such default and the defaulting party shall have failed to cure the default within 30 days, or 7 days if the default concerns City's failure to pay, after receipt of such notice. However, where such default cannot reasonably be cured within such 30-day period, the time for curing such default shall be extended for such period of time as may be necessary under the circumstances if the defaulting party shall proceed promptly to cure the same and prosecute such cure with due diligence.

10.2.1 There shall be no requirement of notice or cure period owed to XFX for its failure to perform the services on the scheduled date, time or location. There shall be no extension or

rescheduling of the Fourth of July Celebration to allow XFX the opportunity to cure its failure to perform the services without the prior written consent of the City.

10.2.2 Termination shall be effective upon the date specified in the City's written notice to XFX and upon said date, this Agreement shall be deemed immediately terminated. Upon such termination, liability of the City under this Agreement to XFX shall cease and the City may exercise all remedies available to it.

10.3 In addition to and notwithstanding any other provisions in this Agreement, the City may cancel this Agreement for convenience, without cause, upon providing XFX with ninety (90) days written notice.

ARTICLE 11 **GENERAL CONDITIONS**

11.1 Notice. All notices or other communications which shall or may be given pursuant to this Agreement shall be in writing and shall be delivered by personal service, or by certified mail addressed to the other party at the address indicated herein or as the same may be changed from time to time. Such notice shall be deemed given on the day on which personally served; or if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

CITY

XTREME FX, LLC

Jorge F. Hernandez, Director
City of Hialeah – Milander Center
4800 Palm Avenue
Hialeah, Florida 33012
Telephone: (305) 827-0681

Nicole Johnson
992 Tamiami Tr, Unit E2
Port Charlotte, Florida 33953
Telephone: (800) 695-9739

With a Copy to:

City Clerk
City of Hialeah
501 Palm Avenue, 3rd Floor
Hialeah, Florida 33010-0040
Telephone: (305) 883-5824
Facsimile: (305) 883-5814

11.2 Award of Agreement. XFX warrants that it has not employed or retained any person employed by the City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person employed by the City any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or resulting from the award of this Agreement.

11.3 Conflict of Interest. XFX is aware of the conflict of interest laws of the City (Hialeah Code ch, 26, Art. I and II), the County (Code of Miami-Dade County, Florida § 2-11.1), and the State of Florida (Chapter 112, Part III, Florida Statutes) and agrees that it shall fully comply in all respects with the requirements of said laws.

11.4 Nondiscrimination. XFX agrees that it shall not discriminate as to race, color, creed, national origin, religion, age or disability in connection with its performance of this Agreement. XFX shall comply with all federal, state and local laws applicable to XFX's services, specifically including those covering Equal Opportunity Employment and the Americans with Disabilities Act. Failure to comply with any applicable laws will be grounds for termination of this Agreement for cause.

11.5 Records. The Florida Public Records Law may be applicable to the XFX's records or documents pertaining to this Agreement. XFX agrees to comply with all applicable provisions of the Florida Public Records Law including records retention schedules.

11.6 Entire Agreement. This Agreement and its attachments and exhibits constitute the entire agreement of the parties and accurately set forth the rights, duties, and obligations of each to the other. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect.

11.7 Amendments. No amendments to this Agreement shall be binding on either party unless in writing and signed by both parties.

11.8 Construction of Agreement. This Agreement shall be construed and enforced according to the laws of the State of Florida. Venue for any litigation, which may arise in connection with this Agreement, shall be in Miami-Dade County, Florida. XFX agrees to be subject to the jurisdiction (subject matter and in personam) of the courts in Miami-Dade County, Florida and amenable to process.

11.9 Miscellaneous.

11.9.1 Captions, title and paragraph headings are for convenient reference and are not a part of this Agreement. Such captions, title or paragraph headings shall not be deemed in any manner to modify, explain, enlarge or restrict any of the provisions contained in this Agreement.

11.9.2 No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

11.9.3 Should any provisions, paragraph, sentence, work or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, such provisions, paragraphs, sentences, words or phrases shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable to conform with such laws, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.

11.9.4 Further Assurances. All parties hereto upon the request of any other party shall execute such further instruments or documents as may be reasonably required by the requesting party to implement the terms, conditions and provisions of this Agreement.

11.9.5 Nothing in this Agreement shall be interpreted or construed to mean that the City waives its common law sovereign immunity or the limits of liability set forth in Section 768.28, Florida Statutes.

11.9.6 Neither XFX nor City intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

11.9.7 XFX represents that it is duly organized and validly existing under the laws of the State of Florida, with full legal right and authority to enter and perform its obligations under this Agreement, and that the officer signing on behalf of XFX is duly authorized to execute and deliver this Agreement without further approvals or authorizations.

THIS SPACE LEFT INTENTIONALLY BLANK.
IT IS FOLLOWED BY THE SIGNATURE PAGE.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by the respective duly authorized officials, on the day and year first above written.

City of Hialeah, Florida
501 Palm Avenue
Hialeah, Florida 33010-0040

Attest:

Authorized signature on behalf of
City of Hialeah

Marbelys Fatjo, City Clerk

Mayor Carlos Hernandez

(SEAL)

Approved as to form and legal sufficiency:

Lorena Bravo, City Attorney

XTREME FX, LLC
Authorized signature of the firm:

Attest:

By: _____

Corporate Secretary
Typed/printed name: _____

Title: _____

Date: _____

State of Florida
County of Miami-Dade

Sworn to and subscribed before me on this _____ day of _____, 2020, by _____, on behalf of XTREME FX, LLC, in his/her capacity as _____.

____ Personally known or ____ Produced valid photo identification

Commission:

Notary Public, State of Florida

EXHIBIT "A"

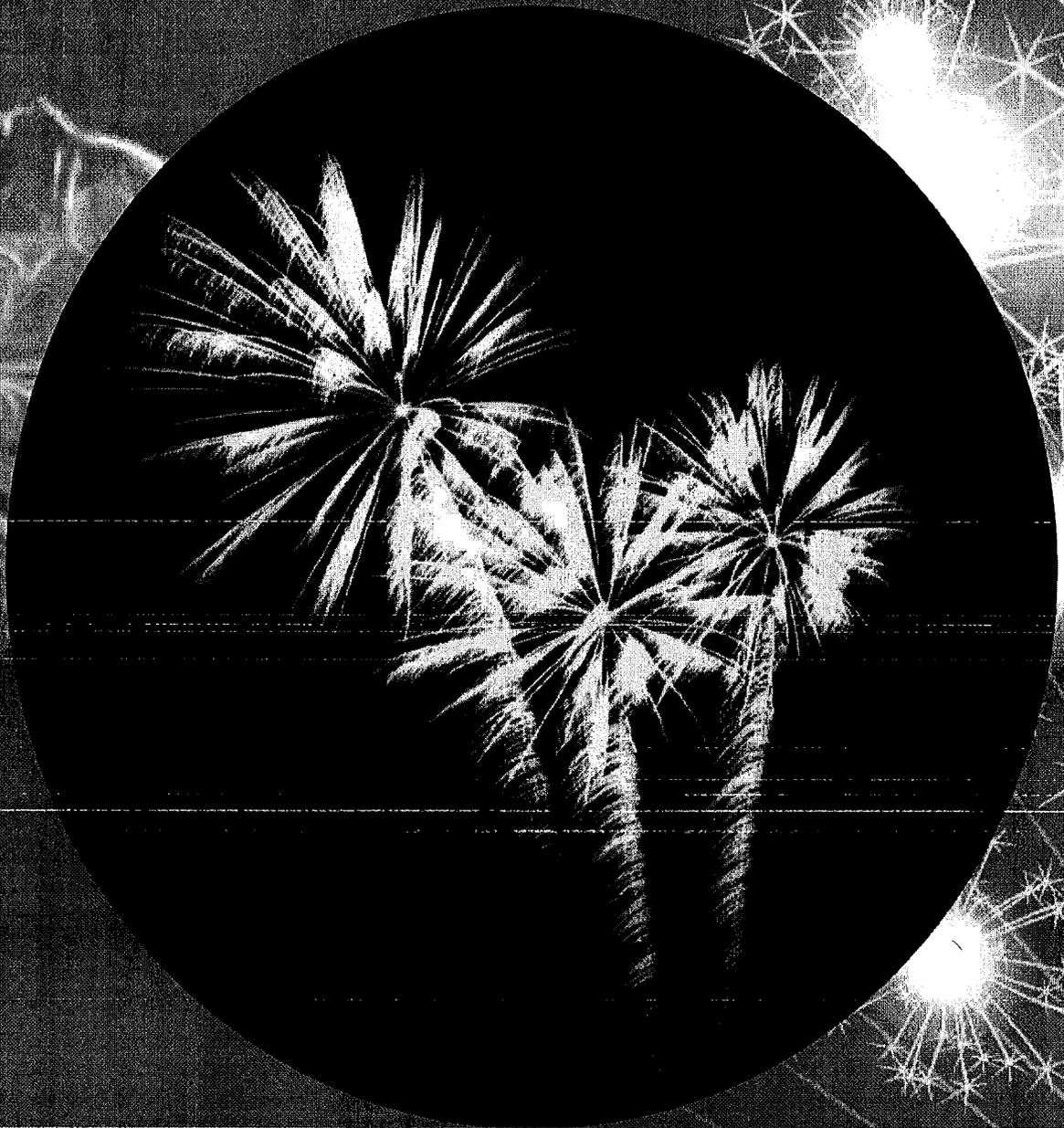
City of Hialeah

2020-2024

Presented By



EXHIBIT "A"



Here at Xtreme Events we have got you the ultimate WOW factor for you and your events!

EXHIBIT "A"

We Thank You!!!

Thank you for giving *Xtreme FX* the opportunity to submit this proposal for your upcoming event. This is a great opportunity to bring our experience and dedication to your stage. We take pride in every event we perform and will continue to do so in the years to come. It's what we do!

Included in this proposal is some background information about the company as well as the technicians that are a part of the *Xtreme Family*.

Xtreme FX is incredibly determined to execute the safest and most extraordinary show possible! We hope to be a part of your event production this year!

EXHIBIT "A"

How It All Started

The company was established in 2013 by one of the best technicians in the industry, Ryan Pedraza. With having 19 years of experience in the industry, Ryan chose to venture out on his own to establish a new company more friendly to the environment as well as the client's visions. With the older companies in the industry, he wanted to start *Xtreme FX's* own traditions that are more compatible with today's technology. *Xtreme FX* will strive to make that personal connection with every one of our clients to make their visions come to life safely!



Pictured Left - Ryan Pedraza - Owner / Show Producer

Pictured Right - Nicole Johnson - Show Producer

EXHIBIT "A"

Where We are Now

Since Starting the company in 2013, Xtreme FX is now known as the fastest growing fireworks company in the industry today. With our modern technology intertwined with "old school" bad to the bone displays, we are taking the industry by storm. Our employees are hand selected and taken through a vigorous process to ensure we have the best of the best in the country. Not only are our technicians able to assist on a display, they are fully capable of firing a show on their own with other technicians. Our employees are on a freelance contract basis. We have approximately 50 employees consistently firing displays throughout the year and steadily increasing as we grow. Although our company is fairly new, everyone employed as well as the owners, have been in the industry a minimum of five years. Our owners have been in the industry for 19 years minimum. Our technicians have been on high exposure shows such as: Tyler Farr, Joe Nichols, Tyler Perry, Miami Marlins, Miami Dolphins, Snoop Dogg, Lil Jon, Steve Harvey, BCS Bowl, Orange Bowl, Florida Citrus Sports, Tampa Bay Rays Baseball, Stone Crabs Baseball, City of Hialeah, Camping World Bowl, NASCAR, Film Festivals, Music Festivals (Tomorrowworld) and many, many more!

At Xtreme, we take pride in our safety record. Since beginning the company, there have been zero insurance claims, zero federal fines, and zero state fines. We have never had any out of service time periods as well. Safety is our number one priority and our record proves that!

EXHIBIT "A"

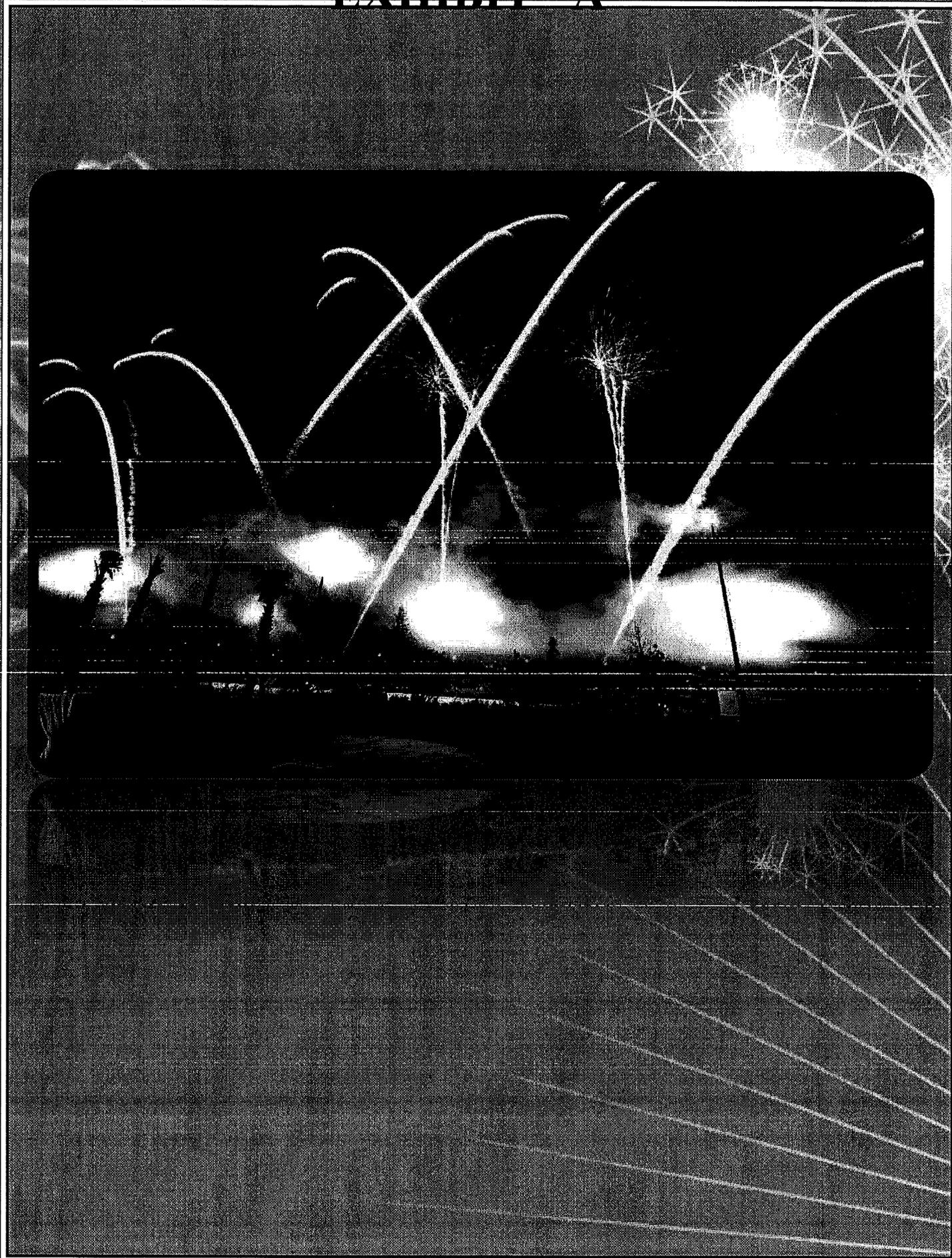


EXHIBIT "A"

Safety First

Safety of the audience and our technicians is our #1 priority. For every display, we have a specific safety plan implemented to ensure the safety of the audience and our technicians as well as environmental matters. We conform to the federal, state, and local safety regulations by obtaining all necessary permitting and approvals. Technicians will always take the necessary precaution before firing a show by doing a final walk through with the fire marshal as he gives approval for firing. Any water based displays, technicians will have proper personal flotation devices on at all times, no exceptions.

**THINK
SAFETY FIRST
WEAR
PERSONAL
PROTECTIVE
EQUIPMENT**

Xtreme FX is fully insured and certified in loading and performing display shows as well as special effects shows. Xtreme FX includes five million in general liability for each event as well as an additional five million in vehicle insurance. Any driver who drives HAZMAT for Xtreme FX has a commercial driver's license and HAZMAT training. We take pride in knowing our insurance is through one of the best agencies in the industry.

To ensure the safety of everyone at the event, Xtreme FX will never allow a show to be hand fired. We use the most up to date computer firing systems in the technology world today. We have the capability to fire wirelessly to get the maximum distance away from the show site to fire safely.

EXHIBIT "A"

**We want to exceed your expectations
EVERY time!!!!**

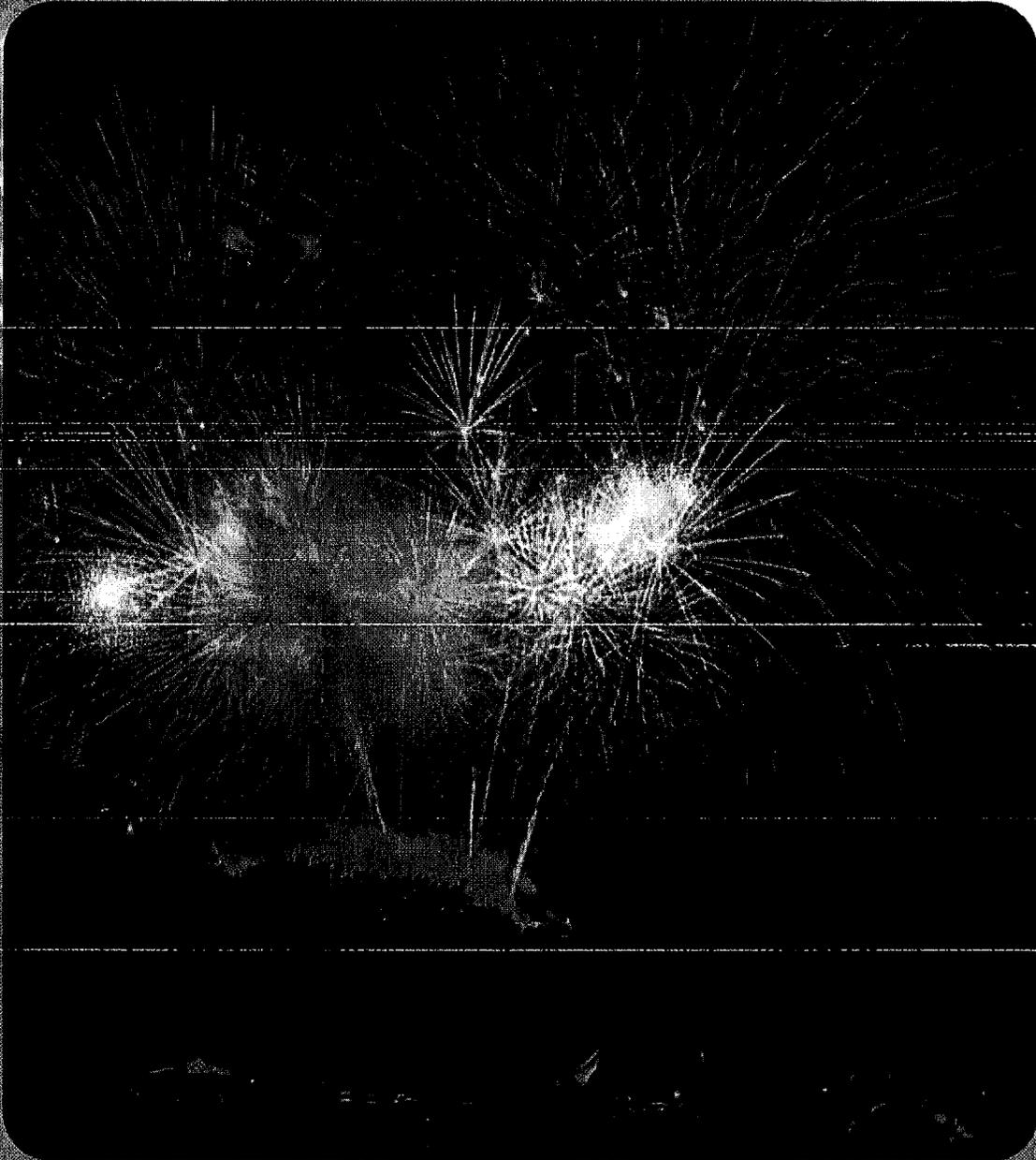


EXHIBIT "A"

2020 Insurance Coverage

We take pride in our insurance. That is why we have one of the best in the industry.

Insurance Agency:

Allied Specialty Insurance

10451 Gulf Blvd, Treasure Island, FL 33706

Expires: 12-17-2020

General Liability and Excess Umbrella Insurance Carrier:

T.H.E. Insurance Company

10451 Gulf Boulevard

Treasure Island, Florida 33706

Commercial Automotive Liability:

T.H.E. Insurance Company

10451 Gulf Boulevard

Treasure Island, Florida 33706

Xtreme FX carries five million dollars in general liability insurance that is maintained through a one year policy. Our insurance covers all product and completed operations. The policy is "per occurrence" instead of "per claim." We also carry 5 million commercial automobile insurance required by USDOT as well as comply with Workers compensation state statutory limits.

EXHIBIT "A"

Xtreme FX fully choreographs every show!!!



EXHIBIT "A"

Overview

At Xtreme FX, our mission is to simply entertain you and your audience with the most spectacular display you have never seen before in the safest way possible for the audience as well as our technicians.

All product in the show is of the highest quality produced in the industry today. With the product that is used, fire marshals feel more comfortable with the firing of a show simply because it is safer than the traditional fireworks normally used. All of our equipment is state of the art and the highest in the technology world today.

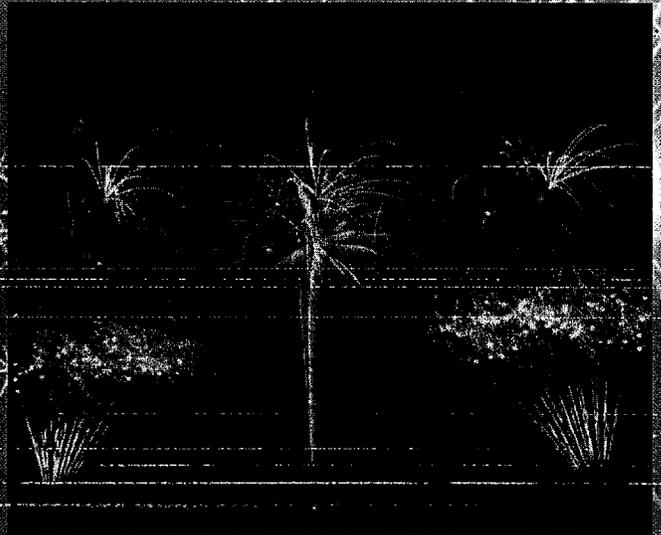
Xtreme FX strictly follows the Federal, state, county, and local laws. We also strictly enforce all FDA, NFPA 1123 and 1126 codes.

Show Date: July 4th 2020 – July 4th 2024

Show Price: \$45,000.00

This includes the following:

- 30 Minutes choreographed pyromusical
- 22 positions of Pyro total
- 18 tower pyro displays
- 552 tubes of fire
- 6 positions of gas fired pyro (throughout event)
- 3 positions of pyro behind stage on scaffolding
- Mayor pyro hits
- National Anthem Pyro
- Fire permitting
- Computer Fire System
- Highly qualified Technician crew with a minimum of 5 years of experience
- Insurance Coverage and certificates
- Travel Expenses



Show Values: \$55,000.00

Permitting: We will apply for all necessary permitting if required.

Technicians: One lead technician with one main assistant and at least 2 other show technicians per show.

Insurance: 5 million liability, 5 million in commercial auto, state limit of worker's compensation.

If you would like to add additional funding towards the display, the additional funds will go 100% into product only to create that Ultimate WOW! Factor! This display will be at competition level quality as well!

EXHIBIT "A"



Thank you for the opportunity to place a bid!

We look forward to your decision!

If you have any questions, please feel free to contact us any time!

Xtreme FX Company Number: 800-695-9739

Ryan Pedraza - Owner / Show producer- 732-542-1777

Nicole Johnson - Sales/ Show Producer- 865-560-6087

EXHIBIT "A"

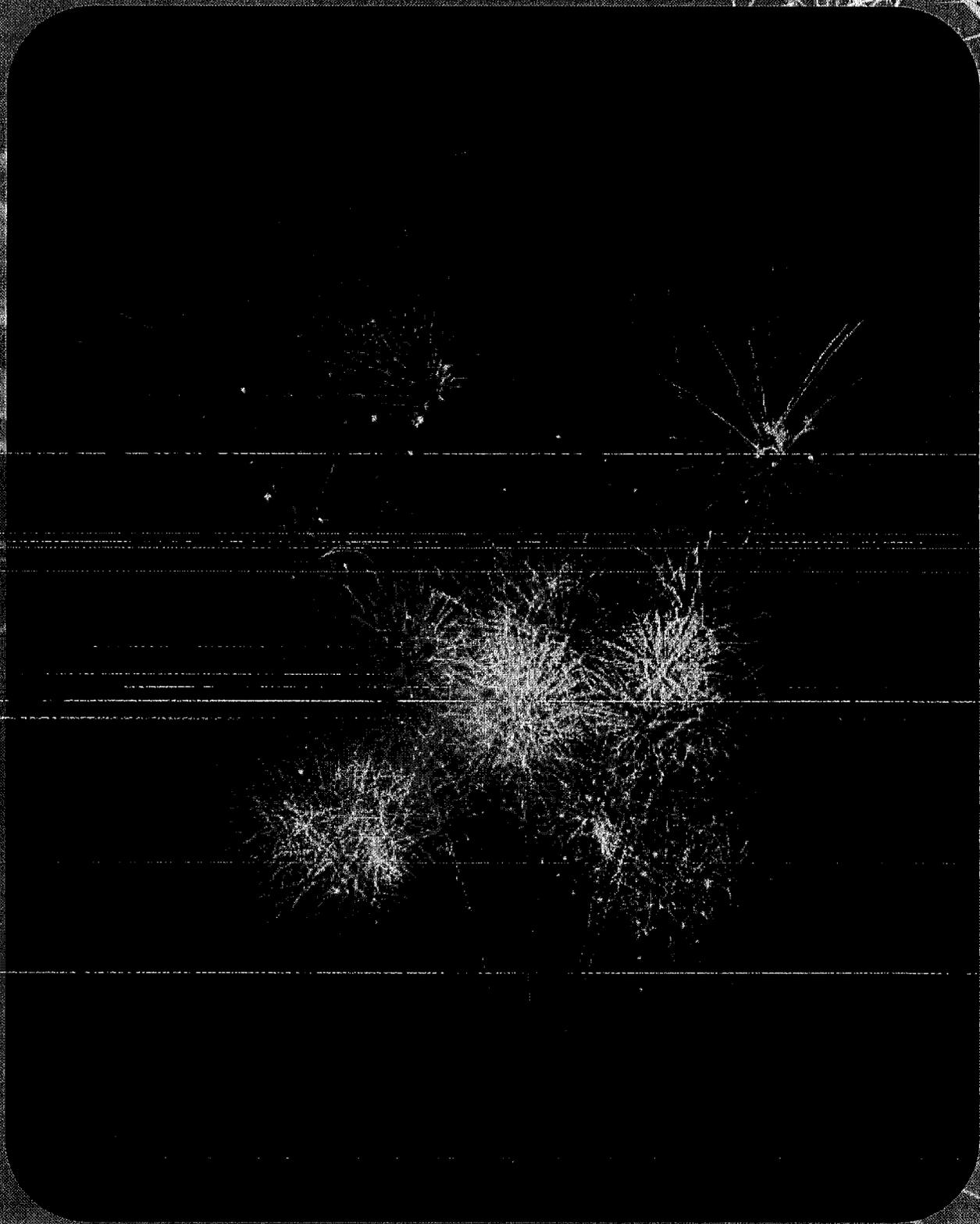


EXHIBIT "B"

CITY OF HIALEAH
INSURANCE CHECK LIST

INSURANCE	LIMITS
<u>X</u> 1. WORKERS' COMPENSATION AND EMPLOYEE'S LIABILITY POLICY ISSUED IN NAME OF VENDOR	STATUTORY LIMITS OF THE STATE OF FLORIDA
<u>X*</u> 2. COMMERCIAL GENERAL LIABILITY PREMISES OPERATIONS INCLUDED; PRODUCTS AND COMPLETED OPERATIONS INCLUDED; INDEPENDENT CONTRACTORS (O.C.P.) INCLUDED; ELEVATORS INCLUDED; SUPERVISION EXCLUSION DELETED; PERSONAL INJURY LIABILITY INCL	\$1,000,000 PER OCCURRENCE/ \$2,000,000 GENERAL AGGREGATE FOR BODILY INJURY AND PROPERTY DAMAGE COMBINED EACH OCCURENCE
<u>X</u> 3. BROAD FORM PROPERTY DAMAGE ENDORSEMENT (LIABILITY POLICIES)	
<u> </u> 4. CONTRACTUAL INDEMNITY/HOLD HARMLESS ENDORSEMENT EXACTLY AS WRITTEN IN "INSURANCE REQUIREMENTS' OF SPECIFICATIONS	
<u>X</u> 5. AUTOMOBILE LIABILITY OWNED NON-OWNED/HIRED AUTOMOBILES INCLUDED	\$1,000,000 SINGLE LIMIT FOR BODILY INJURY & PROPERTY DAMAGE COMBINED EACH OCCURRENCE
<u> </u> 6. UMBRELLA LIABILITY	\$5,000,000 EXCESS OF ALL PRIMARY COVERAGE
<u> </u> 7. GARAGE LIABILITY	\$1,000,000 SINGLE LIMIT FOR BODILY INJURY AND PROPERTY DAMAGE COMBINED EACH OCCURRENCE
<u> </u> 8. GARAGEKEEPER'S LEGAL LIABILITY	\$100,000 EACH OCCURRENCE
<u>X</u> 9. THE CITY MUST BE NAMED BY ENDORSEMENT AS ADDITIONAL INSURED ON THE INSURANCE POLICY AND THE FOLLOWING MUST ALSO BE STATED ON THE CERTIFICATE. "THESE COVERAGES ARE PRIMARY AND NON-CONTRIBUTORY TO ALL OTHER COVERAGES THE CITY POSSESSES FOR THIS CONTRACT ONLY."	
<u> </u> 10. TEACHERS PROFESSIONAL LIABILITY	\$1,000,000 EACH CLAIM
<u> </u> 11. LIQUOR LEGAL LIABILITY	\$1,000,000 EACH OCCURRENCE
<u> </u> 12. CROSS LIABILITY OR SEVERABILITY OF INTERESTS CLAUSE ENDORSEMENT	

CITY OF HIALEAH
INSURANCE CHECK LIST

INSURANCE

LIMITS

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13. XCU PROPERTY DAMAGE EXCLUSION DELETED AND THIS COVERAGE WILL PROVIDED
14. BUILDERS RISK FULL CONSTRUCTION COSTS OF THE PROJECT
15. OTHER INSURANCE AS INDICATED BELOW:
16. THIRTY (30) DAYS CANCELLATION NOTICE REQUIRED
17. BEST'S GUIDE RATING A-X OR BETTER OR ITS EQUIVALENT
18. THE CERTIFICATE MUST STATE THE BID NUMBER AND TITLE
19. CYBER LIABILITY \$5,000,000 EACH CLAIM
\$250,000 SOCIAL ENGINEERING
20. INFORMATION TECHNOLOGY ERRORS AND OMISSIONS INCLUDING CYBER LIABILITY AND PRIVACY PROTECTION \$1,000,000 EACH CLAIM
21. POLLUTION LIABILITY \$1,000,000 EACH CLAIM
22. ERRORS & OMISSIONS/PROFESSIONAL LIABILITY \$1,000,000 EACH CLAIM
23. BUSINESS PERSONAL PROPERTY COV. LIMITS EQUALING REPLACEMENT COST OF VENDOR'S PROPERTY
24. SPOILAGE COVERAGE LIMITS EQUALING REPLACEMENT COST OF VENDOR'S PROPERTY
25. LOSS OF INCOME COVERAGE. LIMITS ADEQUATE TO COVER LOSS OF INCOME AND EXTRA EXPENSE FOR 12 MONTHS
26. CRIME COVERAGE \$5,000,000 EACH CLAIM
EMPLOYEE DISHONESTY INCLUDING FORGERY, COMPUTER FRAUD AND WIRE TRANSFER FRAUD. SOCIAL ENGINEERING

<p>___ 27. ATHLETIC FIELD USAGE COMMERCIAL GENERAL LIABILITY PREMISES OPERATIONS INCL PRODUCTS AND COMPLETED OPERATIONS INCL PERSONAL INJURY LIABILITY INCL ATHLETIC PARTICIPANY LIABILITY INCL ABUSE AND MOLESTATION COVERAGE INCL</p>	<p>\$1,000,000 SINGLE LIMIT FOR BODILY INJURY AND PROPERTY DAMAGE COMBINED EACH OCCURRENCE</p>
<p>___ 28. SUBCONTRACTOR PROVIDER INSURANCE COVERAGE</p>	<p>\$1,000,000 GENERAL LIABILITY</p> <p>STATUTORY LIMITS FOR WORKERS COMPENSATION</p> <p>\$1,000,000 AUTOMOBILE LIABILITY</p>

*The following must be noted:

“General Liability policy may not contain a Fireworks or Pyrotechnics exclusion” or
“General Liability coverage includes coverage for Firework and Pyrotechnic displays”