RESOLUTION NO. 2019-018

RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, APPROVING A PRODUCTION SERVICES AGREEMENT BETWEEN THE CITY OF HIALEAH AND REFLECTIONS PRODUCTIONS, INC. TO PRODUCE THE CITY'S YEARLY FOURTH OF JULY CELEBRATION FOR A TERM OF THREE YEARS, IN AN AMOUNT NOT TO EXCEED $81,846.73 PER YEAR; AND AUTHORIZING THE MAYOR, OR HIS DESIGNEE, AND THE CITY CLERK, AS ATTESTING WITNESS, ON BEHALF OF THE CITY, TO EXECUTE THE PRODUCTION SERVICES AGREEMENT ATTACHED HERETO IN SUBSTANTIAL FORM AND MADE A PART HEREOF AS EXHIBIT "1"; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Reflections is in the business of technical event production, which shall include without limitation concert production, event lighting, mobile staging, sound system, video production, and back line rental;

WHEREAS, City desires to retain the services of Reflections to produce the City's yearly Fourth of July Celebration pursuant to the terms and conditions of this Agreement;

WHEREAS, Reflections has the experience and ability, and the City has relied on Reflections' representations as to its experience and ability to perform the services as provided for in the Production Services Agreement; and

WHEREAS, it is in the best interest if the City to enter into this Production Services Agreement with Reflections Productions, Inc. for the production of the City's yearly Fourth of July Celebration commencing on July 4th, 2019 and ending on July 4th, 2021, with an option to renew for an additional 2-year term, under the same terms and conditions set forth in the Production Services Agreement, attached hereto in substantial form and made a part hereof as Exhibit "1".

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

Section 1: The City of Hialeah, Florida hereby approves a Production Services Agreement between the City of Hialeah and Reflections Productions, Inc. to produce the City's

yearly Fourth of July celebration for a term of three years, in an amount not to exceed $81,846.73 per year; and authorizes the Mayor, or his designee, and the City Clerk, as attesting witness, on behalf of the City, to execute the Production 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 Production Services Agreement.

Section 2: 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 12 day of February, 2019.

Vivian Casáls-Muñoz
Council President

Attest:

Approved on this 19 day of February, 2019.

Marbelys Fatjo, City Clerk

Mayor Carlos Hernandez

Approved as to form and legal sufficiency:

Lorena E. Bravo, City Attorney

Resolution was adopted by a 6-0-1 vote with Councilmembers, Zogby, Lozano, Casáls-Munoz, Garcia-Martinez, Caragol and Hernandez, voting "Yes" and with Councilmember Cue-Fuente absent.

PRODUCTION SERVICES AGREEMENT BETWEEN THE CITY OF HIALEAH AND REFLECTIONS PRODUCTIONS, INC.

THIS AGREEMENT ENTERED INTO THIS _____day of February, 2019, 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 Reflections Production, Inc., a Florida corporation, located at 23750 SW 132 Avenue, Homestead, Florida 33032 (hereinafter referred to as "Reflections").

WHEREAS, Reflections is in the business of technical event production, which shall include without limitation concert production, event lighting, mobile staging, sound system, video production, and back line rental;

WHEREAS, City desires that retain the services of Reflections to produce the City's yearly Fourth of July Celebration, pursuant to the terms and conditions of this Agreement;

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

WHEREAS, the City and Reflections desire to enter into this Production Services Agreement for the production of the City's yearly Fourth of July Celebration commencing on July 4th, 2019 and ending on July 4th, 2021, with an option to renew for an additional two year term under the same terms and conditions set forth in this Production Services 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 Reflections, 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 Reflections agrees to provide the City with technical event production for the City's yearly Fourth of July Celebration, as specifically described in the five year base contract proposal No. 445352, attached hereafter and incorporated hereain 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.

EXHIBIT
tabbies
1

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

2.4 Reflections 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 Reflections warrants that it will, at all times, employ, maintain and assign to the performance of this Agreement a sufficient number of competent and qualified personnel.

2.6 Reflections 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.

2.7 Reflections 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. Reflections 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.

2.8 Reflections shall provide adequate power within 100' of the performance area or stage at the City's expense. Should Reflections require a "Tie in" to electrical service, the City shall provide a qualified electrician to connect and disconnect.

2.9 The City shall be responsible to apply for and obtain any permits and/or licenses that may be required for the production of the event. Furthermore, to the extent required by law, when recording a video, the City shall be responsible for getting proper releases for use of image, voice and likeness in this and future productions for the City. This shall include blanket releases and permission of use of copy written material.

2.10 Reflections 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 ("Intial Term"). Reflections shall produce the City's annual Fourth of July Celebration commencing on July 4,

2019, and ending on July 4, 2021 unless otherwise terminated or renewed as set forth in this Agreement.

3.2 Provided that Reflections has not defaulted in the performance of its obligations pursuant to this Agreement, that Reflections has the capability in all respects to fully perform under this Agreement, that Reflections 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 Reflections 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 $81,846.73 for the services provided by Reflections 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 Reflections for its performance of this Agreement. There shall be no other costs, expenses, fees, taxes, charges, or compensation due to Reflections for the services rendered pursuant to this Agreement. For the first year, the City shall pay Reflections fifty percent (50%) of the amount due upon execution of this Agreement, and fifty percent (50%) on the date of the event. For any subsequent year, the City shall pay Reflections fifty percent (50%) of the amount due at the beginning of the fiscal year, and fifty percent (50%) on the date of the event.

4.2 Reflections 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. Reflections 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. Reflections shall not proceed with services under this Agreement without the City's written verification that the funds necessary for Reflections'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

Reflections acknowledges that in entering upon this Agreement, the City has relied upon the Reflections'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 Reflections 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 Reflections desires to effect an assignment or delegate any right or responsibility of performance under this Agreement, Reflections 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 Reflections. Any assignment made by Reflections 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

Reflections, 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 coypyright, tradename, trademark, patent or tradesecret, 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 Reflections'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 Reflections; or (iii) any failure of Reflections to perform or comply with any of the covenants, agreements, terms or conditions contained in this Agreement; or (iv) any infringement of copyrights, trademarks, tradenames, tradesecrets, patents or failure to pay any fees or royalties. Reflections shall not be responsible for Claims, as collectively defined in this section 11, caused by the negligent acts or omissions of the Released Parties. This indemnification shall survive the termination of this Agreement.

ARTICLE 7
FORCE MAJEURE

7.1 If Reflections 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 Reflections shall be excused from performance during the period of such disability. Reflections 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 Reflections without incurring any further obligation to Reflections. 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 Reflections 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 Reflections cannot determine within fifteen (15) days from the occurrence of the event and with reasonable certainty whether the force majeure event will prevent Reflections from providing the services, the City in its discretion, can terminate this Agreement upon five (5) days' written notice to Reflections.

ARTICLE 8
INDEPENDENT CONTRACTOR

8.1 The City shall have no obligation to pay or provide for Reflections's employees. Reflections, 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 Reflections as an agent, representative or employee of the City for any purpose.

ARTICLE 9
INSURANCE

9.1 Reflections shall provide, pay for and maintain, no later than ten (10) days after this Agreement is presented to Reflections 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. Reflections 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. Reflections 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 Reflections with the City named as an additional insured and shall cover all of Reflections'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. Reflections 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 Reflections 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 Reflections.

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. Reflections files a voluntary petition in bankruptcy; or

b. Reflections is adjudicated insolvent; or

c. Reflections obtains an order for relief under Section 301 of the Bankruptcy Code (11 U.S.C. § 301); or

d. Reflections 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. Reflections seeks or consents to or acquiesces in the appointment of any trustee, receive, master, custodian or liquidator of Reflections, or any of Reflections's property or any and all of the revenues, issues, earnings, profits or income thereof; or

f. Reflections makes an assignment for the benefit of creditors; or

g. Reflections fails to pay Reflections 's debts generally as they become due; or

h. Reflections conceals, removes or permits to be concealed or removed, any part of Reflections 's property, with intent to hinder, delay or defraud Reflections 's creditors or any of them, or makes or suffers a transfer of any of Reflections '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 Reflections '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 Reflections 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 or 90 days (whether or not consecutive) from the date of the filing thereof; or

j. Any trustee, receiver, custodian or liquidator of Reflections, or of any of the property of Reflections 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, Reflections fails to perform or observe any term, covenant, agreement or condition of this Agreement, on the part of Reflections 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 Reflections shall not be deemed in default if Reflections commences the required performance promptly and thereafter pursues and diligently completes such action.

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

10.2 Notice and Cure. With the exception of Reflections'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 Reflections for its failure to perform the servcies on the scheduled date, time or location. There shall be no extension or rescheduling of the Fourth of July Celebration to allow Reflections 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 Reflections and upon said date, this Agreement shall be deemed immediately terminated. Upon such termination, liability of the City under this Agreement to Reflections 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 Reflections 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

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

REFLECTIONS PRODUCTIONS, INC.

Thomas G. Mitchell
President
Reflections Productions, Inc.
23750 SW 132 Avenue
Homestead, Florida 33032
Telephone: (786) 504-2369

With a Copy to:

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

11.2 Award of Agreement. Reflections 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. Reflections 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. Reflections 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. Reflections shall comply will all federal, state and local laws applicable to Reflections'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 Reflections's records or documents pertaining to this Agreement. Reflections 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. Reflections 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 Reflections 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 Reflections 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 Reflections 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

Reflections Productions, Inc.
a Florida corporation
23750 S.W. 132 Avenue
Homestead, Florida 33032

Attest:

Authorized signature of the firm:

_____
Corporate Secretary
Typed/printed name:_____

By: _____

Title:_____

Date:_____

State of Florida
County of Miami-Dade

Sworn to and subscribed before me on this _____ day of _____, 2019, by _____, on behalf of Reflections Productions, Inc., in his/her capacity as _____.

____ Personally known or____ Produced valid photo identification

Commission:

_____
Notary Public, State of Florida

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REFLECTIONS PRODUCTIONS INC.
Florida's Creative Source

CONTRACT

9/5/2018

23750 SW 132 Avenue Homestead, FL 33032 (786) 504-2369

Show Name: 4240-City of Hialeah JULY 4 2019-2024 5 year Base Contract #445352

Invoiced to:

City of Hialeah

20 East 6th Street
Hialeah, FL 33010
305-889-5701

Client Contact: David Fernandez
Contact Cell: jfhernandez@hialeahfl.gov

Setup Staging 6/30/2019 -
Set up Lighting -
Set Audio/Lasers 7/4/2019 -
Show -
Strike 7/6/2019 -

Venue: Milander Center for the Arts
4800 Palm Avenue
Hialeah, FL 33012
Venue Contact: Jorge
(305) 827-0681

Sales Person: Thomas Mitchell tom@reflectionsproductions.com 786-255-4949
Project Manager:

Terms: 50% / Balance Prior to Show

Stage

Quantity	Description	Duration
1	Apex 4240 Mobile Stage System	1 Days
	Note: *Package price is for Equipment only. Delivery, Set up labor, Rigging, Monitoring, Strike & Return are billed separate.*	
8	4' by 8' stage deck extentions	1 Days
1	walls	1 Days
1	Apex 2420 Mobile Stage System	1 Days
1	8X8 Rolling Stage Riser	1 Days
3	12" box truss- ECONOMY 10' (Trussit)	1 Days

Sound

Quantity	Description	Duration
2	Yamaha CL5 ES w case	1 Days
1	Computer Laptop System	1 Days
2	RIO 3224 w Flight Case	1 Days
24	VTX V25 -II	1 Days
2	CM Load Star model L 1Ton Chain Hoist in Case	1 Days
18	VTX G28	1 Days
6	VTX S28	1 Days
6	JBL VRACK	1 Days

EXHIBIT A

Sound

Quantity	Description	Duration
2	JBL 515 Eons	1 Days
1	Eon Sub	1 Days
5	VTX M-22 Monitor (2)	1 Days
1	50' Snake 8x4	1 Days
2	16X OSP Snake	1 Days
10	Rolls of 25' Mic Cable (10 each)	1 Days
1	Mic stand Package (19)	1 Days
6	DI100 Direct Box	1 Days
2	Mic Package (12+6)	1 Days
1	Shure ULXD Wireless 4 pack System (4HH-Beta)	1 Days

Lighting

Quantity	Description	Duration
1	GRAND MA2 LITE Lighting Board w case	1 Days
6	Chauvet 4x4 Nexus 4 pack	1 Days
4	RGBWAUV Hex12IP- C	1 Days
4	6 Sticks	1 Days
2	DIMMING DISTRO W 12 Channel 2.4k per Leperchon Dimmer	1 Days
1	4240 Basic Grid Truss/Motor/Distro Package	1 Days
4	CM Load Star model L 1Ton Chain Hoist in Case	1 Days
6	12" box truss- HEAVY DUTY 10'	1 Days
4	Proton 3K Strobe 6 pack	1 Days
6	Robe Pointe 4 pack	1 Days
4	Robe Dual 1200 Wash	1 Days

Design

Quantity	Description	Duration
1	Lighting Programming/ Sync	1 Days

Electrical

Quantity	Description	Duration
2	6-Soco/6-21-20/6-l14-20/3-edison distro	1 Days

Electrical

Quantity	Description	Duration
4	3' / 4-Ot camlock 5 cond "pigtail"	1 Days
4	50' / 4-Ot camlock set of 5 extention	1 Days
2	L1420- 4 quad stringer 125/250v 75' (APEX)	1 Days
2	L1420- House Whip 125/250v 150'	1 Days

Security

Quantity	Description	Duration
4	Mojo Style Concert Barricade System (33')	1 Days

Video

Quantity	Description	Duration
1	Absen X5 32' by 18' Video Led Wall	1 Days
1	Roland V1600 HD Switcher	1 Days
1	Maxedia Broadcast Video Server	1 Days

Labor

Date	Start	End	QTY	Personnel/Task	Duration	Unit Price	Subtotal
Jun 29 19							
	10:00 AM	7:00 PM	1	CREW CHIEF/Set up Stage	9 Hour(s)		
	10:00 AM	7:00 PM	1	SE-1 Stage Engineer/Set up Stage	9 Hour(s)		
	10:00 AM	7:00 PM	6	STAGE HAND/Set up Stage	9 Hour(s)		
Jun 30 19							
	9:00 AM	6:00 PM	1	CREW CHIEF/Set Up	9 Hour(s)		
	9:00 AM	6:00 PM	1	ELECTRIC /Set Up	9 Hour(s)		
	9:00 AM	6:00 PM	1	SE-1 Stage Engineer/Set Up	9 Hour(s)		
	9:00 AM	6:00 PM	4	STAGE HAND/Set Up	9 Hour(s)		
Jul 1 19							
	9:00 AM	6:00 PM	2	A1- AUDIO TECHNICIAN/Set Up	9 Hour(s)		
	9:00 AM	6:00 PM	1	CREW CHIEF/Set Up	9 Hour(s)		
	9:00 AM	6:00 PM	1	ELECTRIC /Set Up	9 Hour(s)		
	9:00 AM	6:00 PM	2	L1- LIGHTING TECHNICIAN/Set Up	9 Hour(s)		
	9:00 AM	6:00 PM	3	STAGE HAND/Set Up	9 Hour(s)		

LABOR

Date	Start	End	QTY	Personnel/Task	Duration	Unit Price	Subtotal
Jul 2 19							
	1:00 PM	10:00 PM	2	A1- AUDIO TECHNICIAN/Rehersal	9 Hour(s)		
	1:00 PM	10:00 PM	1	A2- AUDIO TECHNICIAN/Rehersal	9 Hour(s)		
	1:00 PM	10:00 PM	1	CREW CHIEF/Rehersal	9 Hour(s)		
	1:00 PM	10:00 PM	1	ELECTRIC /Rehersal	9 Hour(s)		
	1:00 PM	10:00 PM	2	L1- LIGHTING TECHNICIAN/	9 Hour(s)		
	1:00 PM	10:00 PM	3	STAGE HAND/Rehersal	9 Hour(s)		
Jul 3 19							
	1:00 PM	10:00 PM	2	A1- AUDIO TECHNICIAN/Show	9 Hour(s)		
	1:00 PM	10:00 PM	1	A2- AUDIO TECHNICIAN/Show	9 Hour(s)		
	1:00 PM	10:00 PM	1	CREW CHIEF/Show	9 Hour(s)		
	1:00 PM	10:00 PM	1	ELECTRIC /Show	9 Hour(s)		
	1:00 PM	10:00 PM	2	L1- LIGHTING TECHNICIAN/Show	9 Hour(s)		
	1:00 PM	10:00 PM	2	STAGE HAND/Show	9 Hour(s)		
	10:00 PM	2:00 AM	2	A1- AUDIO TECHNICIAN/Strike	0 Hour(s)		
					OT: 4 Hour(s)		
	10:00 PM	2:00 AM	1	A2- AUDIO TECHNICIAN/Strike	0 Hour(s)		
					OT: 4 Hour(s)		
	10:00 PM	2:00 AM	1	CREW CHIEF/Strike	0 Hour(s)		
					OT: 4 Hour(s)		
	10:00 PM	2:00 AM	2	L1- LIGHTING TECHNICIAN/Strike	0 Hour(s)		
					OT: 4 Hour(s)		
	10:00 PM	2:00 AM	2	STAGE HAND/Strike	0 Hour(s)		
					OT: 4 Hour(s)		
Jul 4 19							
	10:00 AM	7:00 PM	1	A1- AUDIO TECHNICIAN/Strike	9 Hour(s)		
	10:00 AM	7:00 PM	1	A2- AUDIO TECHNICIAN/Strike	9 Hour(s)		
	10:00 AM	7:00 PM	1	CREW CHIEF/Strike	9 Hour(s)		
	10:00 AM	7:00 PM	1	ELECTRIC /Strike	9 Hour(s)		
	10:00 AM	7:00 PM	2	L1- LIGHTING TECHNICIAN/Strike	9 Hour(s)		
	10:00 AM	7:00 PM	6	STAGE HAND/Strike	9 Hour(s)		
Jul 5 19							
	10:00 AM	7:00 PM	1	CREW CHIEF/Strike Stage	9 Hour(s)		
	10:00 AM	7:00 PM	1	SE-1 Stage Engineer/Strike Stage	9 Hour(s)		

LABOR

Date	Start	End	QTY	Personnel/Task	Duration	Unit Price	Subtotal
	10:00 AM	7:00 PM	6	STAGE HAND/Strike Stage	9 Hour(s)		

Delivery/Misc

Quantity	Description
5	24' Box Truck w Lift Gate
2	APEX 4240 Transportation- South Florida
2	Trailer Transportation- Miami Dade County

Notes:
CLIENT to provide GENERATOR POWER & Risers

BAND to provide BACKLINE

Product Total:	$82,782.00
Discount:	($30,000.00)
Service Charge:	$200.63
Labor:	$26,039.10
Delivery/Misc:	$2,825.00
Job Total:	**$81,846.73**

Discount of $150,000 based on a five year contract.

Total Contract Value is $409,233.65

paid in bi-annual payments for 5 years of $40,923.37

Signature: _____ **Date:** _____

EXHIBIT "B"
CITY OF HIALEAH
INSURANCE CHECK LIST

INSURANCE	LIMITS
X 1. WORKERS' COMPENSATION AND EMPLOYEE'S LIABILITY	STATUTORY LIMITS OF THE STATE OF FLORIDA
X 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 SINGLE LIMIT FOR BODILY INJURY AND PROPERTY DAMAGE COMBINED EACH OCCURRENCE
X 3. BROAD FORM PROPERTY DAMAGE ENDORSEMENT	
X 4. CONTRACTUAL INDEMNITY/HOLD HARMLESS ENDORSEMENT EXACTLY AS WRITTEN IN "INSURANCE REQUIREMENTS' OF SPECIFICATIONS	$1,000,000 SINGLE LIMIT FOR BODILY INJURY & PROPERTY DAMAGE COMBINED EACH OCCURRENCE
X 5. AUTOMOBILE LIABILITY OWNED NON-OWNED/HIRED AUTOMOBILES INCLUDED	$1,000,000 SINGLE LIMIT FOR BODILY INJURY & PROPERTY DAMAGE COMBINED EACH OCCURRENCE
X 6. UMBRELLA LIABILITY	$1,000,000 EXCESS OF ALL PRIMARY COVERAGE
__ 7. GARAGE LIABILITY	$1,000,000 SINGLE LIMIT FOR BODILY INJURY AND PROPERTY DAMAGE COMBINED EACH OCCURRENCE
__ 8. GARAGEKEEPER'S LEGAL LIABILITY	$100,000 EACH OCCURRENCE

X 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."

__ 10. TEACHERS PROFESSIONAL LIABILITY	$1,000,000 EACH CLAIM
__ 11. LIQUOR LEGAL LIABILITY	$1,000,000 EACH OCCURRENCE

EXHIBIT
B

__ 12. CROSS LIABILITY OR SEVERABILITY OF INTERESTS CLAUSE ENDORSEMENT

___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:

X__16. THIRTY (30) DAYS CANCELLATION NOTICE REQUIRED

X__17. BEST'S GUIDE RATING — A-X OR BETTER OR ITS EQUIVALENT

__X__18. THE CERTIFICATE MUST STATE THE BID NUMBER AND TITLE

___19. CYBER LIABILITY — $1,000,000 EACH CLAIM

___ 20. POLLUTION LIABILITY — $1,000,000 EACH CLAIM

___21. ERRORS & OMMISSIONS/PROFESSIONAL LIABILITY — $1,000,000 EACH CLAIM