



AGREEMENT

THIS AGREEMENT made and entered into this 11th day of April, 2018 between:

MARGATE COMMUNITY REDEVELOPMENT AGENCY, FLORIDA, A DEPENDENT DISTRICT of the City of Margate, authorized to do business in the State of Florida, 5790 Margate Blvd., Margate, Florida, 33063, (hereinafter referred to as "**MCRA**"); and Atlantic Studios, Inc., a Florida corporation, whose mailing address is P.O. Box 671012, Coral Springs, FL 33067 (hereinafter referred to as "**CONTRACTOR**").

WITNESSETH:

IN CONSIDERATION of the mutual covenants and conditions as herein expressed and of the faithful performance of all such covenants and conditions, the parties do mutually agree to enter into an agreement for production of the "Groove+Green" event series as outlined in Exhibit "A" attached hereto and part of this AGREEMENT.

ARTICLE I

THE AGREEMENT DOCUMENTS

The AGREEMENT Documents consist of all of the following: Scope of Services, the Certificate of Insurance, which are made a part of this AGREEMENT, or any additional documents which are required to be submitted under the AGREEMENT, and all amendments, modifications and supplements issued on or after the effective date of the AGREEMENT.

ARTICLE 2

SCOPE OF THE WORK

CONTRACTOR shall furnish all of the labor, materials, equipment, transportation, supplies and services necessary to perform all of the work required by the AGREEMENT Documents for:

GROOVE + GREEN EVENT SERIES

The CONTRACTOR shall provide the services as outlined in the Scope of Services attached hereto as Exhibit "A" and as follows:

1. Produce the "Groove+Green" event series including conceptualization, market, staff, and orchestration of all infrastructure and logistics needs.
2. The CONTRACTOR agrees to implement all activities and prepay for expenses related to the facilitation of "Groove+Green" event series as outlined in the Scope of Services attached hereto as Exhibit "A".

ARTICLE 3

AGREEMENT TIME

TIME IS OF THE ESSENCE OF THIS AGREEMENT. The work to be performed under this AGREEMENT shall be commenced upon the date of AGREEMENT Commencement specified in the Notice to Proceed and subject to authorized adjustments. The AGREEMENT term shall be for a period of one hundred eighty (180) days (May – September, 2018) providing all terms and conditions remain the same; and providing for availability of funding. This agreement may be renewed for an additional period of time upon execution of an amendment by both parties.

ARTICLE 4

CONTRACTOR FEES

4.1 MCRA shall pay to CONTRACTOR an amount not to exceed Forty Thousand and 00/100 (\$40,000) Dollars for the Scope of Services to be performed pursuant to the Agreement. The payments shall be made following each of the ten "Groove+Green" scheduled events at an amount not to exceed Four Thousand and 00/100 (\$4,000) Dollars for each event to be held on the following dates: May 13, May 27, June 10, June 24, July 8, July 22, August 12, August 26, September 9, and September 23, 2018.

4.2 The MCRA shall pay the CONTRACTOR for the services provided for each of the “Groove+Green” events as follows:

- a. The MCRA shall pay CONTRACTOR an amount not to exceed Four Thousand and 00/100 Dollars (\$4,000) in conjunction with each of the ten scheduled “Groove+Green” events.
- b. The budget for “Groove+Green” shall be approved by the MCRA Executive Director prior to the event series. Funds shall be disbursed to the CONTRACTOR by the MCRA in the amount not to exceed Four Thousand and 00/100 Dollars (\$4,000) for each, only after receipt of an invoice provided by CONTRACTOR for the services rendered as per the Scope of Services attached hereto as Exhibit “A”.
- c. Under no circumstances shall the MCRA be required to pay more than the approved funding set forth herein.
- d. All funding provided by the MCRA is to be used solely within the boundaries of the MCRA areas and in furtherance of the MCRA Plan.
- e. If CONTRACTOR secures monetary sponsorship for “Groove+Green”, CONTRACTOR shall pay to the MCRA fifty percent (50%) of the funds for said sponsorship. If MCRA secures monetary sponsorship for “Groove+Green”, MCRA shall retain one hundred percent (100%) of sponsorship funds.

4.3 Payments shall be made to CONTRACTOR only pursuant to the terms of this AGREEMENT, and only for work completed. This contract price shall be full compensation for all costs associated with completion of all the work in full conformity with the requirements as stated or shown, or both in the AGREEMENT documents.

ARTICLE 5

PAYMENT

5.1 Rain or Shine Clause: Each of these events within the “Groove+Green” series is considered to be “rain or shine.” Atlantic Studios will make every attempt to continue operating the event, even through periods of inclement weather. The event will only be canceled or closed during operating hours as a result of severe weather or acts of God (e.g., lightening, tropical storm conditions), and only following careful consideration and consultation with MCRA staff. The decision to cancel or end the event prior to completion will be a mutually agreed upon decision by the MCRA’s representative and the CONTRACTOR. If an event is canceled due to severe weather or acts of God seventy-two (72) hours or more in advance of the event’s scheduled date and time, CONTRACTOR will be reimbursed for expenses incurred, plus 10% administrative fee. If an event is canceled

due to severe weather, acts of God, or at the sole discretion of the MCRA or the City of Margate, and there are fewer than seventy-two hours remaining before the event's published/regularly scheduled start date and time, the MCRA shall pay Atlantic Studios the full \$40,000 installment, minus any reduction in costs Atlantic Studios can negotiate with its vendors, (e.g. Canopy rental, portable restrooms).

5.2 The CONTRACTOR shall requisition payment for work completed. Payments shall be based upon services provided and price quoted in the Scope of Services as attached hereto as Exhibit "A".

5.3 Payment shall be made as above upon full completion of the job as determined by MCRA unless otherwise specified herein. MCRA shall make payment to CONTRACTOR within thirty (30) calendar days after its approval.

5.4 MCRA may withhold in whole or in part, payment to such extent as may be necessary to protect itself from loss on account of:

- a. Defective work not remedied.
- b. Claims filed or unreasonable evidence indicating the probable filing of claims by other parties against the CONTRACTOR.
- c. Failure of the CONTRACTOR to make payment to SUBCONTRACTORS or suppliers for materials or labor.
- d. Damage to the MCRA or another CONTRACTOR not remedied.
- e. Reasonable evidence that the work cannot be completed for the unpaid balance of the AGREEMENT time.
- f. Reasonable evidence that the work will not be completed within the AGREEMENT Time.
- g. Persistent failure to carry out the work in accordance with the AGREEMENT Documents.

When the above grounds are removed or resolved or the CONTRACTOR provides a surety bond or consent of surety satisfactory to the MCRA which will protect the MCRA in the amount withheld, payment may be made in whole or in part.

ARTICLE 6

MISCELLANEOUS PROVISIONS

6.1. Terms used in this AGREEMENT which are defined in the Special and General Conditions of the AGREEMENT shall have the meanings designated in those Conditions.

6.2. This AGREEMENT shall have been deemed to have been executed within the State of Florida. The validity, construction, and effect of this AGREEMENT shall be governed by the laws of the State of Florida. Any claim, objection or dispute arising out of this AGREEMENT shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida.

6.3. Should any part, term or provision of this AGREEMENT be by the courts decided to be invalid, illegal or in conflict with any law of the State, the validity of the remaining portion or provision shall not be affected thereby.

6.4. CONTRACTOR shall not assign or transfer the AGREEMENT or its rights, title or interests therein without MCRA'S prior written approval. The obligations undertaken by CONTRACTOR pursuant to the AGREEMENT shall not be delegated or assigned to any other person or firm unless MCRA shall first consent in writing to the assignment. Violation of the terms of this Paragraph shall constitute a breach of AGREEMENT by CONTRACTOR and the MCRA may, at its discretion, cancel the AGREEMENT and all rights, title and interest of CONTRACTOR shall thereupon cease and terminate.

6.5. This AGREEMENT, and attachments, represents the entire understanding of the parties as to the matters contained herein. No prior oral or written understanding shall be of any force and effect with respect to those matters covered hereunder. This agreement may only be modified by amendment in writing signed by each party.

6.6. MCRA AND CONTRACTOR HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY ACTION, PROCEEDING, LAWSUIT OR COUNTERCLAIM BASED UPON THE AGREEMENT, ARISING OUT OF, UNDER, OR IN CONNECTION WITH THE WORK, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR THE ACTIONS OR INACTIONS OF ANY PARTY.

6.7. DISPUTES: NOT WITHSTANDING ANY OTHER PROVISIONS PROVIDED IN THIS AGREEMENT, ANY DISPUTE ARISING UNDER THIS AGREEMENT WHICH IS NOT DISPOSED OF BY AGREEMENT SHALL BE DECIDED BY THE EXECUTIVE DIRECTOR OF THE MARGATE COMMUNITY REDEVOPMENT AGENCY, WHO SHALL REDUCE

HIS DECISION IN WRITING AND FURNISH A COPY THEREOF TO THE CONTRACTOR. THE DECISION OF THE EXECUTIVE DIRECTOR OF THE MARGATE COMMUNITY REDEVOPMENT AGENCY AND THOSE PERSONS TO WHOM HE DELEGATES AUTHORITY TO DECIDE DISPUTES, SHALL BE FINAL AND CONCLUSIVE UNLESS DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE FRAUDULENT, CAPRICIOUS, ARBITRARILY, OR GROSSLY ERRONEOUS AS TO NECESSARILY IMPLY BAD FAITH, OR NOT SUPPORTED BY SUBSTANTIAL EVIDENCE.

6.8. TERMINATION FOR CONVENIENCE OF MCRA: Upon thirty (30) days written notice to CONTRACTOR, MCRA may, without cause and without prejudice to any other right or remedy, terminate the agreement for MCRA'S convenience whenever MCRA determines that such termination is in the best interests of MCRA. Where the agreement is terminated for the convenience of MCRA, the notice of termination to CONTRACTOR must state that the AGREEMENT is being terminated for the convenience of MCRA under the termination clause, the effective date of the termination and the extent of termination. Upon receipt of the notice of termination for convenience, CONTRACTOR shall promptly discontinue all Work at the time and to the extent indicated on the notice of termination, terminate all outstanding Subcontractors and purchase orders to the extent that they relate to the terminated portion of the AGREEMENT, and refrain from placing further orders with vendors and Subcontractors. CONTRACTOR shall be paid for all work completed satisfactorily up to the effective termination date. CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

6.9 INSURANCE: CONTRACTOR shall provide, pay for, and maintain in force at all times during the services to be performed, such insurance, including Worker's Compensation Insurance, Employer's, and Professional Liability Insurance. The Commercial General Liability policy shall provide contractual liability coverage as provided by the Standard ISO Policy Form CG 00 01. United States Treasury-approved companies authorized to do business in the State of Florida shall issue such policy or policies. CONTRACTOR shall specifically name the MCRA as additional insured under the Commercial General Liability insurance policy hereinafter described.

- a. Professional Liability Insurance: The limits of liability provided by such policy shall be no less than five hundred thousand dollars (\$500,000) each claim and annual aggregate.
- b. Worker's Compensation Insurance to apply for all employees in compliance with the "Worker's Compensation Law" of the State of Florida and all applicable Federal laws. In addition, the policy must include:
 - Employers Liability with a limit of \$100,000 each accident

- Notice of Cancellation and/or Restriction - The policy must be endorsed to provide the MCRA with thirty days (30 days) notice of cancellation.

Commercial General Liability with minimum limits of \$1,000,000 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability and \$1,000,000 general aggregate. Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Policy ISO CG 00 01, without restrictive endorsements, as filed by the Insurance Services Office and must include:

- Premises and/or Operations Independent Contractors Broad Form Property Damage Contractual Liability Coverage
- Personal Injury Coverage with Employee and Contractual Exclusions removed with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

The MCRA and the City of Margate are to be included as "Additional Insured" with respect to liability arising out of operations performed for MCRA by or on behalf of CONTRACTOR or acts or omissions of CONTRACTOR in connection with such operation.

Notice of Cancellation and/or Restriction - The policy must be endorsed to provide the MCRA with thirty (30) day notice of cancellation.

- c. Business Automobile Liability with minimum limits of \$1,000,000 per accident combines single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:

Owned vehicles
Hired and non-owned vehicles
Employer's non-ownership

Notice of Cancellation and/or Restriction - The policy must be endorsed to provide the MCRA with thirty (30) day notice of cancellation.

- d. CONTRACTOR shall provide to the MCRA a Certificate of Insurance or a copy of all insurance policies required by Article 8.9 including any subsection hereunder. The MCRA reserves the right to require a certified copy of such policies upon request. All endorsements and certificates shall state that MCRA shall be given thirty (30) day notice prior to expiration or cancellation of the policy.

- 6.10 REPRESENTATION: It is recognized that questions in the day-to-day conduct of the work under this AGREEMENT will arise. The CONTRACT ADMINISTRATOR shall act as the MCRA'S representative/agent to whom all communication on the day-to-day conduct under this AGREEMENT shall be addressed. CONTRACTOR shall inform the CONTRACT ADMINISTRATOR in writing of the representative of CONTRACTOR to whom matters involving the conduct of the Project shall be addressed.

Article 7

PUBLIC RECORDS

- 7.1 IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Telephone number: (954) 935-5330

E-mail address: cra@margatefl.com

Mailing address: 5790 Margate Blvd, Margate, FL 33063

- 7.2 The CONTRACTOR shall comply with public records laws, as follows:
- a. Keep and maintain public records required by the MCRA to perform the service.
 - b. Upon request from the MCRA's custodian of public records, provide the MCRA with a copy of the requested records or allow the records to be inspected or copied within a reasonable time 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 for the duration of the AGREEMENT term and following completion of the AGREEMENT if the CONTRACTOR does not transfer the records to the MCRA.
 - d. Upon completion of the AGREEMENT, transfer, at no cost, to the MCRA all public records in possession of the CONTRACTOR or keep and maintain public records required by the MCRA to perform the service. If the CONTRACTOR transfers all public records to the MCRA upon completion of the AGREEMENT, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the

CONTRACTOR keeps and maintains public records upon completion of the AGREEMENT, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the MCRA, upon request from the MCRA's custodian of public records, in a format that is compatible with the information technology systems of the MCRA.

IN WITNESSETH WHEREOF, the MCRA and CONTRACTOR have signed this AGREEMENT in duplicate. One counterpart each has been delivered to MCRA and CONTRACTOR. All portions of the AGREEMENT Documents have been signed or identified by MCRA and CONTRACTOR.

IN WITNESSETH WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

MARGATE COMMUNITY REDEVELOPMENT AGENCY

Tommy Ruzzano, Chair

____ day of _____, 2018

Samuel A. May, Executive Director

____ day of _____, 2018

WITNESS:

Print Name

____ day of _____, 2018

APPROVED AS TO FORM:

David N. Tolces, MCRA Board Attorney

____ day of _____, 2018

FOR CONTRACTOR

FOR CORPORATION: Atlantic Studios, Inc., a Florida Corporation

By Christian Gaidry, CEO

____ day of _____, 2018

ATTEST:

(CORPORATE SEAL)

By: _____

Print Name: _____

____ day of _____, 2018

**AGREEMENT BETWEEN MARGATE COMMUNITY REDEVELOPMENT AGENCY
(MCRA) AND ATLANTIC STUDIOS, INC.**