

EXHIBIT A

ORDINANCE NO. 2015- 61

CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A LICENSE AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND LS EVENTS LLC FOR THE BRAZILIAN FESTIVAL; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to law, ten (10) days' notice has been given by publication in a paper of general circulation in the City, notifying the public of this proposed ordinance and of a public hearing in the City Commission Chambers of the City of Pompano Beach; and

WHEREAS, a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore,

BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That an Agreement between the City of Pompano Beach and LS Events LLC, a copy of which Agreement is attached hereto and incorporated herein by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Agreement.

SECTION 3. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 4. This Ordinance shall become effective upon passage.

PASSED FIRST READING this 26th day of May, 2015.

PASSED SECOND READING this 9th day of June, 2015.


A handwritten signature in blue ink, appearing to read "Lamar Fisher", is written over a horizontal line.

LAMAR FISHER, MAYOR

ATTEST:


A handwritten signature in blue ink, appearing to read "Asceleta Hammond", is written over a horizontal line.

ASCELETA HAMMOND, CITY CLERK

FP/ds

5/8/15

L:ord/2015-337

City of Pompano Beach

LICENSE AGREEMENT

with

LS Events LLC

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THIS AGREEMENT ("Agreement"), entered into this 11th day of June, 2015, by and between:

CITY OF POMPANO BEACH, a municipal corporation located in Broward County, Florida (hereinafter "CITY"),

and

LS EVENTS LLC, a Florida Limited Liability Company (hereinafter "LICENSEE").

WHEREAS, LICENSEE is desirous of conducting an annual Brazilian Festival for the next five (5) years at the CITY's Community Park and Amphitheatre (collectively the "Property" depicted in Exhibit 1 attached hereto and made a part hereof); and

WHEREAS, the Brazilian Festival showcases Brazilian culture and includes music, display areas, a kid zone area, food and drink concessions, and other related activities (collectively the "festival activities" as described in the Scope of Festival Activities attached hereto and made a part hereof as Exhibit 2); and

WHEREAS, CITY has determined that entering into this Agreement with LICENSEE to provide a Brazilian Festival at the Property is in the best interest of the public; and

WHEREAS, CITY and LICENSEE desire to enter into this Agreement setting forth the parties' mutual understandings and undertakings.

NOW, THEREFORE, in consideration of the conditions, covenants and mutual promises herein contained, CITY and LICENSEE agree as follows.

ARTICLE 1 REPRESENTATIONS

A. **Representations of CITY.** CITY makes the following representations to LICENSEE, which CITY acknowledges LICENSEE has relied upon in entering into this Agreement.

1. This Agreement is a valid, binding and permissible activity within the power and authority of the CITY and does not violate any CITY Code, Charter provision, rule, resolution, ordinance, policy or agreement of the CITY or constitute a default of any agreement or contract to which the CITY is a party.

2. The individuals executing the Agreement on behalf of the CITY are duly authorized to take such action, which action shall be, and is, binding upon the CITY.

3. LICENSEE shall be entitled to rely upon the accuracy and completeness of any information supplied by CITY or by others authorized by the CITY's Recreation Program Administrator.

B. **Representations of LS Events LLC.** LICENSEE makes the following representations to CITY, which CITY relies upon in entering into this Agreement.

1. LS Events LLC is a Florida Limited Liability Company duly organized, existing and in good standing under the laws of the State of Florida with the power and authority to enter into this Agreement.

2. LICENSEE's execution, delivery, consummation and performance under this Agreement will not violate or cause LICENSEE to be in default of any provisions of its governing documents, rules and regulations or any other agreement to which LICENSEE is a party or constitute a default thereunder or cause acceleration of any obligation of LICENSEE thereunder.

3. The individual executing this Agreement and related documents on behalf of LS Events LLC is duly authorized to take such action which action shall be, and is, binding on LICENSEE as memorialized by Exhibit 3.

4. There are no legal actions, suits or proceedings pending or threatened against or affecting LS Events LLC or its principals that LICENSEE is aware of which would have any material effect on LICENSEE's ability to perform its obligations under this Agreement.

5. LICENSEE represents it has the ability, skill and resources to complete its requisite responsibilities under this Agreement.

6. The standard of care for all services furnished by LICENSEE and its employees, subcontractors or other agents under this Agreement shall be that of other professional public festival sponsors.

7. CITY shall be entitled to rely upon the professional administrative, management and interpersonal skills of LICENSEE or others authorized by LICENSEE under this Agreement.

8. LICENSEE represents and warrants it has and will continue to maintain all licenses and approvals required to conduct business and provide services under this Agreement and that it will at all times conduct its activities in a professional, reputable manner.

9. LICENSEE agrees to be bound by all terms, conditions, duties, obligations and specifications set forth in this Agreement.

ARTICLE 2
NON-ASSIGNABILITY AND SUBCONTRACTING

A. This Agreement is not assignable and LICENSEE agrees it shall not sell, assign, transfer, merge or otherwise convey any of its interests, rights or obligations under this Agreement, in whole or in part, to any other person, corporation or entity without prior written approval from CITY.

B. Any attempt by LICENSEE to assign or transfer any of its rights or obligations under this Agreement without first obtaining CITY's written approval shall result in CITY's immediate cancellation of this Agreement. Specifically, no formal assignment of any right or obligation under this Agreement shall be binding on CITY without the formal written approval of the City Commission of Pompano Beach.

C. This Agreement and the rights and obligations therein shall not be assignable or transferable by any process or proceeding in court, or by judgment, execution, proceedings in insolvency, bankruptcy or receivership. In the event of LICENSEE's insolvency or bankruptcy, CITY may, at its option, terminate and cancel this Agreement without any notice of any kind whatsoever, in which event all rights of LICENSEE hereunder shall immediately cease and terminate.

D. Nothing herein shall be construed to create any personal liability on the part of CITY, its agents, officers or employees nor shall it be construed as granting any rights or benefits hereunder to anyone other than CITY and LICENSEE.

ARTICLE 3
TERM AND RENEWAL

The term of this Agreement shall extend over a five (5) year period but the license shall only be effective for the specific dates provided for in this Article. The parties reserve the right to extend this Agreement with one five-year renewal option provided both parties agree in writing to said extension. Renegotiation should commence at least 180 days prior to termination of the original five (5) year term.

Set up for the Brazilian festival(s) shall commence at 8am on the date listed below and clean-up shall be complete by 8 pm on the date listed below.

<u>Set Up</u>	<u>Festival Dates</u>	<u>Clean Up</u>
October 13, 2015	October 17, 2015	October 19, 2015
October 18, 2016	October 22, 2016	October 24, 2016
October 17, 2017	October 21, 2017	October 23, 2017
October 16, 2018	October 20, 2018	October 22, 2018
October 15, 2019	October 19, 2019	October 21, 2019

<u>Set Up</u>	<u>Festival Rain Dates</u>	<u>Clean Up</u>
October 13, 2015	October 18, 2015	October 20, 2015
October 18, 2016	October 23, 2016	October 25, 2016

October 17, 2017	October 22, 2017	October 24, 2017
October 16, 2018	October 21, 2018	October 23, 2018
October 15, 2019	October 20, 2019	October 22, 2019

LICENSEE shall make the decision whether or not to utilize the rain date a minimum of three (3) days prior to said rain date and provide written notification to the City in accordance with the provisions of Article 16 herein.

If circumstances beyond the control of either party, such as those set forth in Article 21 herein, prevent or delay either party from timely performance of their obligations hereunder, both parties agree to cooperatively work together towards scheduling a reasonable alternative date.

ARTICLE 4

ACCOUNTING AND RECORDKEEPING PROCEDURES

A. LICENSEE shall use such accounting methods and procedures as may be prescribed by CITY, in accordance with generally accepted accounting principles, which shall include but not be limited to, those methods and procedures set forth in this Article and in Exhibit 4 attached hereto and made a part hereof.

B. LICENSEE shall be required to record and preserve complete and accurate records for all activities and revenues generated under this Agreement for a period of five (5) years after its termination or as otherwise required by applicable law(s). However, if an audit has been initiated and audit findings have not been resolved, the records shall be retained until resolution of the audit findings.

ARTICLE 5

RESPONSIBILITIES OF LICENSEE

A. A proposed Site Plan for festival activities is attached hereto and made a part hereof as Exhibit 5, however, LICENSEE shall make any revisions and adjustments to the Site Plan requested by the CITY's Contract Administrator or its departments prior to commencing any festival activities under this Agreement. In addition, LICENSEE shall be required to obtain the CITY's Contract Administrator's written approval of both the final Site Plan and Schedule of Events prior to commencing any of the set up activities referenced herein.

A minimum of sixty days prior to the set-up date(s) listed in Article 3 herein, LICENSEE shall submit the following documentation for CITY's review and approval:

1. A proposed final detailed Schedule of Events;
2. A description of all festival activities and events to occur on the Property during the term of this license;
3. A proposed final Site Plan depicting the location of all booths, tents, stages, kids zone area, display areas, port-o-lets, parking, etc.... which shall be subject to the approval of the CITY departments authorized to require revisions to same;
4. A Maintenance of Traffic Plan ("MOT Plan") as further described in Paragraph C of this Article;

5. Copies of any and all contracts Licensee enters into attendant to the festival activities; and
6. Any other information or documentation required by City.

B. Protection of Property. LICENSEE shall take no action which would cause damage to the Property and, in this regard, shall place all booths, stages, vendors, port-o-lets, etc. in locations which will not cause damage to the landscaping, foliage or other part(s) of the Property. No heavy equipment or motor vehicles shall be brought onto the Amphitheatre site.

If any damage to the Property is caused by festival activities, LICENSEE understands and agrees that CITY will perform any and all required remedial work and LICENSEE shall be required to reimburse CITY for same within two weeks of receipt of CITY's detailed written invoice for same.

C. Maintenance of Traffic Plan ("MOT Plan"). Not less than sixty (60) days prior to set up of the festival activities(s), LICENSEE shall annually provide CITY a preliminary construction and traffic flow schedule which includes detailed information regarding opening and closing times for all streets or lanes and the use of variable message signs. LICENSEE shall provide a final MOT Plan for the CITY's review and written approval no later than thirty (30) days prior to opening day of the festival(s). No additional street or lane closures will be permitted unless included in the MOT Plan and approved in writing by the CITY's Contract Administrator.

D. Clean-up of Property. LICENSEE shall be responsible for clean-up of the Property and removal of all debris and trash during and after festival activities in accordance with Article 3 above, including dismantling, clean-up and removal of any booths, tents, supplies, equipment, stages, display areas, port-o-lets, or any other temporary facility.

E. City Booth. During the festival activities, LICENSEE shall provide CITY a standard size booth in the main vendor tent or other mutually acceptable location for CITY's own use.

F. LICENSEE Responsible For All Contracts. LICENSEE agrees to be solely responsible for all contracts or agreements of any nature for the festival activities. All contracts shall be negotiated by LICENSEE and secured at LICENSEE's sole expense. CITY shall not be named as a party in any contract and CITY shall have no obligation to ensure payment to any individual or entity for goods and/or services provided in conjunction with the festival activities. LICENSEE represents and warrants that prior to the festival activities, LICENSEE shall have secured all necessary performing rights and licenses.

In addition, LICENSEE shall ensure that all performance payments required to be made under such licenses are made promptly and appropriately paid. Copies of said licenses shall be submitted to CITY a minimum of three (3) business days prior to set up of festival activities. CITY shall have no responsibilities to any performing rights licensing organization for any performances during the Event.

G. Concession Rights. During festival activities and to the extent permitted by law and City Code, LICENSEE shall have exclusive concessionaire rights on the Property.

H. Required Licenses and Permits. LICENSEE, at its own expense, shall obtain and provide CITY a copy of all licenses and permits required for the festival activities a minimum of three (3) business days prior to set up. In particular, LICENSEE shall provide sanitary and food facilities in accordance with applicable laws and regulations of the Florida Department of Environmental Protection and the Broward County Health Department.

I. Compliance With all Laws. In the conduct of its activities under this License Agreement, LICENSEE shall comply with all applicable federal and state laws and regulations and all applicable county and city ordinances and regulations, including, but not limited to, compliance with the Americans with Disabilities Act with respect to all ramping. Ignorance on LICENSEE's part shall in no way relieve LICENSEE from this responsibility. LICENSEE, at its sole expense, shall purchase all necessary licenses and permits required by the State of Florida, Broward County, and the CITY.

J. Emergency Access. LICENSEE agrees to provide any and all emergency access required by the CITY and its employees for the safety and welfare of the community and those attending the festival activities, including emergency entrance into any gates which are locked. If, in the course of LICENSEE's operations, CITY or its officers, agents and employees become aware of any condition on the Property which may be dangerous, upon being notified, LICENSEE shall immediately correct such condition or cease operations so as not to endanger persons or property.

K. Recycling. LICENSEE agrees to utilize its best efforts to recycle materials in the recycling containers provided by the CITY for this purpose.

L. Refundable Security Deposit. LICENSEE shall annually provide CITY a refundable security deposit of Five Thousand Dollars (\$ 5,000.00) thirty (30) days prior to set up for each festival date.

M. Notification to Surrounding Businesses. A minimum of four (4) weeks prior to set up for each annual festival, LICENSEE shall be required to provide all residences and businesses located within one half mile of the Property, written notice of the dates, times and location of the festival activities, including all associated road closures, and also provide copies of such notices to CITY's Contract Administrator.

O. LICENSEE shall be responsible to pay any and all sales taxes and other charges of any nature or kind, which may be assessed against LICENSEE's provision of services or goods under this Agreement.

P. LICENSEE is responsible for hiring and managing its own employees, all of which shall be a minimum of eighteen (18) years old, under LICENSEE's exclusive direction and control and not deemed agents or employees of the CITY.

Q. LICENSEE shall be solely responsible for compensating its employees, representative and other agents and complying with all federal, state and local laws, ordinances and regulations pertaining to employment of such persons including, but not limited to, provision of workers' compensation insurance and any other benefits required by law.

R. LICENSEE shall be responsible to ensure that all its employees, other agents or representatives are suitable in terms of general character, knowledge, ability, manner and conduct.

S. LICENSEE shall maintain, and be required to verify, that it operates a "Drug Free Workplace" as set forth in § 287.087, Florida Statutes.

T. LICENSEE shall utilize the Property exclusively for the activities described herein and not allow any part thereof to be used for any immoral or illegal purposes. LICENSEE shall not allow, suffer or permit the Property to be used for any purpose, business, activity, use or function to which the CITY objects, including gambling.

U. A minimum of forty (40) days before each annual set up of festival activities, LICENSEE agrees to deliver thirty (30) light pole banners to the Property, the dimensions and design of which shall have been pre-approved in writing by the CITY's Contract Administrator prior to LICENSEE's production and delivery of same.

ARTICLE 6 RESPONSIBILITIES OF CITY

A. CITY shall conduct a final inspection immediately prior to the festival activities each year to ensure that the locations of booths, port-o-lets, stages, etc. are in accordance with the final Site Plan approved by the CITY.

B. CITY shall provide free parking for festival activities on the shaded areas depicted on Exhibit 6.

C. CITY shall provide sufficient recycling containers to accommodate LICENSEE's best efforts to recycle materials resulting from festival activities.

D. CITY shall annually furnish the supplies, equipment, facilities and personnel listed in Exhibits 7 and 8 which shall change annually to comport with the CITY's current costs for salaries and other related expenditures.

E. A minimum of thirty (30) days before each annual set up of festival activities, CITY, at its own cost, agrees to install within three (3) miles of the Property, where space is available along US1 and/or Atlantic Boulevard, thirty (30) light pole banners produced and provided by Licensee.

ARTICLE 7 MISCELLANEOUS TERMS AND CONDITIONS

A. LICENSEE's Responsibility for Damage or Loss of CITY Property. A representative of the CITY and LICENSEE shall annually inspect and document by photographs the condition of the Property prior to set up and after clean-up of festival activities. CITY expects the Property to be restored to the same condition which existed prior to set up of the festival activities.

If the Property or any portion thereof, or any structure attached thereto, or any equipment, fixture, or other item located thereon, including the grass or asphalt, shall be destroyed, damaged, marred, altered, or physically changed during the term in any manner whatsoever, then CITY will take the necessary remedial action to cause such repair or replacement to occur and LICENSEE shall pay CITY for any such expenditures within two (2) weeks after receipt of CITY's written invoice for same.

B. No Leasehold: Property "As Is". LICENSEE and CITY intend this Agreement shall be a license and privilege and that no leasehold or other interest in the Property is conferred upon the LICENSEE hereunder. LICENSEE takes the Property in "as is" condition.

C. Articles Left on Premises. LICENSEE understands and agrees that the CITY shall not in any way be responsible for any personal property of festival patrons or LICENSEE, its contractors, sub-contractors, representative or other agents, which is left on the Property and that LICENSEE bears any and all risks of loss. Any article(s) remaining on the Property at the conclusion of festival activities each year shall become the property of the CITY.

D. CITY's Right Make Improvements, Modify the Property and the Number and Manner of Streets Closures. Throughout the term of this license and notwithstanding any other term or condition herein, CITY retains the right, in its sole discretion, to modify and reconfigure the Property, including, but not limited to, attendant green and open space areas and the public right-of-way. Specifically, both parties agree that the public right-of-way and open and green space areas may be temporarily or permanently relocated, reconfigured, modified or closed at CITY's sole discretion. LICENSEE agrees to make adjustment to any such changes implemented by CITY.

ARTICLE 8 INDEMNIFICATION OF CITY

A. LICENSEE shall indemnify, defend and save harmless the CITY from and against all claims, demands, losses, costs, damages, suits, judgments, penalties, expenses and liabilities of whatsoever kind arising directly or indirectly out of or in connection with LICENSEE's provision of services under this Agreement whether same occurs or the cause arises on or away from the Property except that LICENSEE shall not be liable under this Article for damages arising out of injury or damage to persons or property arising from the sole negligence, gross negligence or willful misconduct of the CITY, any of its officers, agents or employees.

B. LICENSEE covenants and agrees that if CITY is made a party to any litigation against LICENSEE or in any litigation commenced by any party other than LICENSEE relating to this Agreement or the Property, then LICENSEE shall and will be responsible to pay all costs and expenses, including reasonable attorney's fees and court costs, incurred by or imposed upon LICENSEE or CITY by virtue of any such litigation.

C. LICENSEE shall be solely responsible for insuring all stock, inventory, monies or other personal property at the Property against damage or loss of any nature or kind. LICENSEE acknowledges and agrees that CITY assumes no responsibility whatsoever for any personal property placed at the Property and, with the exception of damages or loss suffered as a result of CITY's negligence, CITY is hereby expressly released and discharged from any and all liability for any loss, injury or damage to persons or property which may be sustained by reason of LICENSEE's presence and occupancy at the Property.

D. The indemnification provisions of this Article shall survive the termination of this License Agreement.

ARTICLE 9 INSURANCE

LICENSEE shall maintain insurance in the amounts and subject to all conditions set forth in Exhibit 9 attached hereto and made a part hereof and shall not commence operations under this Agreement until proof of insurance detailing the terms and provisions of coverage has been received and approved in writing by the CITY's Risk Manager.

ARTICLE 10 INDEPENDENT CONTRACTOR

Both CITY and LICENSEE agree that LICENSEE is an independent contractor and not a CITY employee. CITY shall not be liable for any wages, salaries, debts, liabilities or other obligations for LICENSEE's employees, agents or other representatives performing obligations of LICENSEE hereunder. Except as otherwise provided hereunder, neither party is the agent of the other nor is authorized to act on behalf of the other in any matter.

ARTICLE 11 DEFAULT AND DISPUTE RESOLUTION

A. If either party claims the other is in default of this Agreement, the parties may, but are not required to, timely schedule a conference or meeting and make every reasonable effort to reach an amicable resolution. Both parties shall be entitled to have representatives present at any such meeting or conference.

B. If there is a default of any covenant or obligation under this Agreement, the defaulting party shall be given ten (10) calendar days to cure said default after written notice from the other in accordance with Article 16 herein.

If the party receiving written notice of default provides written notice denying same within ten (10) calendar days of receipt or the alleged default has not been remedied within ten (10) calendar days after receipt of written notice and is continuing, either party may appeal in writing to the CITY Manager for the CITY in accordance with Article 16 herein.

Upon receipt of said written appeal or demand, the CITY Manager for the CITY may request additional information relating to the dispute from either or both parties, which shall be provided within a reasonable time. Upon the CITY Manager's receipt and timely review of the disputed matter, the CITY Manager may make a decision regarding the alleged default as he/she deems appropriate under the circumstances. If the CITY Manager's decision is not implemented within the deadline set forth therein, the sixty (60) day advance written notice provision set forth in Article 13 herein shall not apply and it shall be lawful for either party to immediately terminate this Agreement in addition to any other remedies provided by law.

The default and dispute resolution process described in this Article is non-exclusive and without prejudice to the right of either party to pursue other remedies available at law.

ARTICLE 12 TERMINATION

A. Either party may terminate this Agreement, in whole or in part, without cause upon forty-five (45) days advance written notice to the other in accordance with Article 16 herein.

B. Should either party fail to perform any of its obligations under this Agreement for a period of ten (10) days after receipt of written notice of such failure or deficiency, the non-defaulting party may elect to follow the Default and Dispute Resolution procedures set forth in Article 12 herein or terminate this Agreement upon sixty (60) days written notice to the other.

C. The foregoing rights of termination are in addition to any other rights and remedies that either party may have.

ARTICLE 13 NO DISCRIMINATION

During the performance of this Agreement, LICENSEE agrees not to discriminate against its or CITY's employees, contractors, subcontractors, or patrons of the Property, or in the solicitation or purchase of goods or services on the basis of race, color, religion, sex, age, national origin, ancestry, marital status, physical or mental disability.

ARTICLE 14 PUBLIC ENTITY CRIMES ACT

Through execution of this Agreement and in accordance with Section 287.133, Florida Statutes, LICENSEE certifies that it is not listed on the convicted vendors list maintained by the State of Florida, Department of General Services.

ARTICLE 15 NOTICES AND DEMANDS

Whenever it is provided herein that notice, demand, request, or other communication shall or may be given to, or served upon, either of the parties by the other, it must be in writing, sent by certified United States mail with return receipt requested, addressed to the party to whom it is intended at the places designated below until changed by written notice in compliance with the provisions of this Article. For the present, the parties designate the following respective places for giving of notice, to-wit:

For CITY:

CITY Manager
P.O. Drawer 1300
Pompano Beach, Florida 33061
dennis.beach@copbfl.com
954-786-4191 office
954-786-4504 fax

With a copy to:

Recreation Program Administrator
1801 NE 6th Street
Pompano Beach, Florida 33060
mark.beaudreau@copbfl.com
954-786-4034 office
954-786-4113 fax

For LICENSEE:

Luciano Sameli
1221 Brickell Avenue
Suite 908
Miami, Florida 33131
Luciano@lsentertain.com
305-803 0338 cell

ARTICLE 16 GOVERNING LAW AND VENUE

A. The Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance. CITY and LICENSEE submit to the jurisdiction of Florida courts and federal courts located in Florida. The parties agree that proper venue for any suit at law or in equity attendant to this Agreement shall be instituted and maintained only in courts of competent jurisdiction in Broward County, Florida.

B. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and in addition to every other remedy given herein, now or hereafter existing at law or in equity or by statute or otherwise.

ARTICLE 17 CONTRACT ADMINISTRATOR

A. The CITY's Recreation Program Administrator or his written designee shall serve as the CITY's Contract Administrator during the performance of services under this Agreement.

B. Luciano Sameli shall serve as LICENSEE's Contract Administrator during the performance of services under this Agreement.

ARTICLE 18 NO CONTINGENT FEE

LICENSEE warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for LICENSEE, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for LICENSEE any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

In the event of LICENSEE's breach or violation of this provision, the CITY shall have the right to terminate this Agreement without liability and, at CITY's sole discretion, to recover the full amount of such fee, commission, percentage, gift or consideration.

ARTICLE 19 ATTORNEY'S FEES

In the event of litigation between the parties, the prevailing party shall be entitled to recover all costs of collection, including a reasonable attorney's fees and court costs. The provisions of this paragraph shall survive termination of this Agreement.

ARTICLE 20 FORCE MAJEURE

Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, war, civil disorder, sabotage, accident, flood, acts of God or by any reason of any other matter or condition beyond the control of either party which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall economic hardship or lack of funds be considered an event of force majeure.

If CITY or LICENSEE are unable to perform, or are delayed in their performance of any obligations under this Agreement by reason of any event of force majeure, such inability or delay shall be excused at any time during which compliance therewith is prevented by such event and during such period thereafter as may be reasonably necessary for either party to correct the adverse effect of such event of force majeure.

In order to be entitled to the benefit of this Article, a party claiming an event of force majeure shall be required to give prompt written notice to the other party specifying in detail the event of force majeure and also diligently proceed to correct the adverse effect of any force majeure. The parties agree that, as to this Article, time is of the essence.

ARTICLE 21
WAIVER AND MODIFICATION

A. Failure to insist upon strict compliance with any terms, covenants or conditions of this Agreement shall not be deemed a waiver of such, nor shall any waiver or relinquishment of such right or power at any time be taken to be a waiver of any other breach.

B. CITY and LICENSEE may request changes to modify certain provisions of this Agreement, including increasing or decreasing the scope of services to be provided. However, unless otherwise provided for herein, any such changes must be contained in a written amendment executed by both parties with the same formality of this Agreement.

ARTICLE 22
RELATIONSHIP BETWEEN THE PARTIES

LICENSEE is being contracted by CITY for the purposes and to the extent set forth in this Agreement and, as such, shall be free to dispose of such other portion of its time and skill as does not interfere with its obligations hereunder.

ARTICLE 23
SEVERABILITY

Should any provision of this Agreement or the application of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts or provisions of this Agreement shall remain in full force and effect.

ARTICLE 24
APPROVALS

Whenever CITY approval(s) shall be required for any action under this Agreement, said approval(s) shall not be unreasonably withheld.

ARTICLE 25
ABSENCE OF CONFLICTS OF INTEREST

Both parties represent they presently have no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with their performance under this Agreement and that no person having any conflicting interest shall be employed or engaged by either party in their performance hereunder.

ARTICLE 26
BINDING EFFECT

The benefits and obligations imposed pursuant to this Agreement shall be binding and enforceable by and against the parties hereto.

ARTICLE 27
NO WAIVER OF SOVEREIGN IMMUNITY

Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by CITY.

ARTICLE 28
ENTIRE AGREEMENT AND INTERPRETATION

This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and both parties agree there are no commitments, agreements or understandings concerning the subject matter herein that are not contained in this Agreement. Accordingly, both parties agree no deviation from the terms herein shall be predicated upon any prior representations or agreements, whether oral or written.

Regardless of which party or party's counsel prepared the original draft and subsequent revisions of this Agreement, both CITY and LICENSEE and their respective counsel have had equal opportunity to contribute to and have contributed to its contents, and this Agreement shall not be deemed to be the product of, and therefore construed against either party.

It is further agreed the omission of a term or provision contained in an earlier draft of this Agreement shall have no evidentiary significance regarding the contractual intent of the parties and that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document agreed to and executed by authorized representatives of both parties with the same formality of this Agreement.

Remainder of page intentionally left blank

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

"CITY":

Witnesses:

CITY OF POMPANO BEACH

Betty J. Manes

By:

Lamar Fisher
LAMAR FISHER, MAYOR

Shelly R. Baulch

By:

Dennis W. Beach
DENNIS W. BEACH, CITY MANAGER

Attest:

Asceleta Hammond

ASCELETA HAMMOND, CITY CLERK

(SEAL)

Approved As To Form:

Gordon B. Linn

GORDON B. LINN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 17th day of June, 2015, by **LAMAR FISHER**, as Mayor, **DENNIS W. BEACH** as CITY Manager and **ASCELETA HAMMOND**, as CITY Clerk of the CITY of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:



KRYSTAL AARON
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE874865
Expires 2/14/2017

Krystal Aaron
NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"LICENSEE":

Witnesses:

Kate Belcher
Print Name: Kate Belcher
Cynthia Kitts
Print Name: Cynthia Kitts

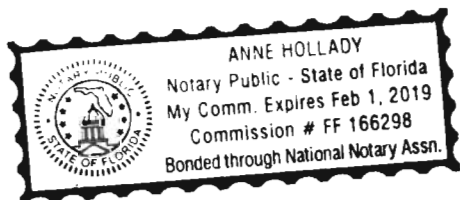
LS EVENTS LLC, a Florida limited liability company

By: [Signature]
Title: President

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 11 day of May, 2015, by Luciano Sameli, an authorized member of LS Entertain LLC, as an authorized member of LS Events LLC on behalf of the latter limited liability company, who is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:



Anne Hollady
NOTARY PUBLIC, STATE OF FLORIDA

Anne Hollady
(Name of Acknowledger Typed, Printed or Stamped)

FF166298
Commission Number

5/8/15
l:agr/recr/2015-902f

EXHIBIT 1



Exhibit 2

Scope of Services

BRAZILIAN FESTIVAL, a show encompassing an exhibition and showcase of Brazil, concessions of food, alcoholic and non-alcoholic beverages, and other related activities to include a Kids Zone, live music, VIP area, Boat Zone and Skate Ramp at The City of Pompano Beach Community Park and Amphitheater Grounds. The event will take place on Saturday, October 17, 2015 from 11am to 10pm.

CERTIFICATE OF RESOLUTION AND INCUMBENCY

STATE OF Florida
 COUNTY OF Broward

I, LUCIANO SAMELI, do certify that I am an authorized member of LS Entertain LLC, an authorized member of LS Events LLC (the "Company"), a Florida limited liability company, and further certify that the following resolutions were validly and unanimously adopted:

RESOLVED, that the Company is hereby authorized to take any action it deems necessary or desirable to enter into, and perform under, its License Agreement with the City of Pompano Beach (and the Company does hereby approve of same) for an annual Brazilian Festival for the next five (5) years at the City's Community Park and Amphitheatre.

RESOLVED FURTHER, that the aforesaid authorized member acting with or without attestation is hereby authorized to execute any and all instruments necessary in connection with the aforesaid Brazilian Festival, all upon such terms and conditions as such authorized member deems advantageous to the Company.

I do further certify that the foregoing resolutions were validly adopted, are within the powers of the Authorized Members of the Company, do not require shareholder action or approval, have not been repealed, rescinded, modified or amended, in whole or in part, and are now in full force and effect.

I do further certify that each of the persons named below, as of the date hereof, is the duly elected and qualified incumbent in the office of the Company set forth opposite his/her name.

Name:

Title:

LS Entertain LLC

Authorized Member

Vitor Jose Nunes Pais

Manager

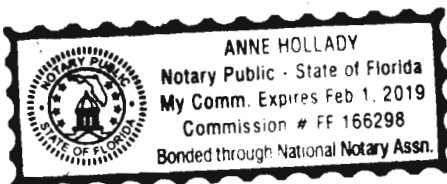
This Certificate is given under seal as of this 11 day of May, 2015.

Luciano Sameli, Authorized Member
 LS Entertain LLC, as an
 Authorized Member of LS Events LLC
 on behalf of LS Events LLC.

STATE OF FLORIDA
 COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 11 day of May, 2015, by Luciano Sameli, an authorized member of LS Entertain LLC, as an authorized member of LS Events LLC on behalf of the latter limited liability company, who is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:



Anne Hollady
 NOTARY PUBLIC, STATE OF FLORIDA

Anne Hollady
 (Name of Acknowledger Typed, Printed or Stamped)

FF 166298
 Commission Number

Exhibit 4

Accounting and Recordkeeping Procedures for the City incurring Expenses under Contract:

1. LICENSEE shall keep a true and accurate account of all monies received and spent through the operation of their Brazilian Festival and the manner in which the funds were spent; and further agree to give the CITY access at all reasonable times to all books and/or records.
2. LICENSEE shall preserve and make available all financial records, supporting documents, (including federal tax returns and state sales tax returns) pertinent to this Agreement for a period of five (5) years or, if an audit has been initiated and audit findings have not been resolved at the end of this five (5) year period, the records shall be retained until resolution of audit finding.
3. LICENSEE will submit a report to the Recreation Programs Administrator showing gross receipts and all expenditures within sixty (60) days following the end of the Brazilian Festival. Detailed receipts statements will be signed and sworn by LICENSEE's representative in charge of event operations and show each operating gross receipts by category. CITY's agents shall have the right to examine and audit LICENSEE books and records during business hours.
4. In addition to the annual report of event sales and expenses as above, a copy of LICENSEE's annual report submitted to the State of Florida Corporate Records office shall also be sent to the CITY thirty (30) days prior to the set up date of annual festival activities.

Exhibit 5

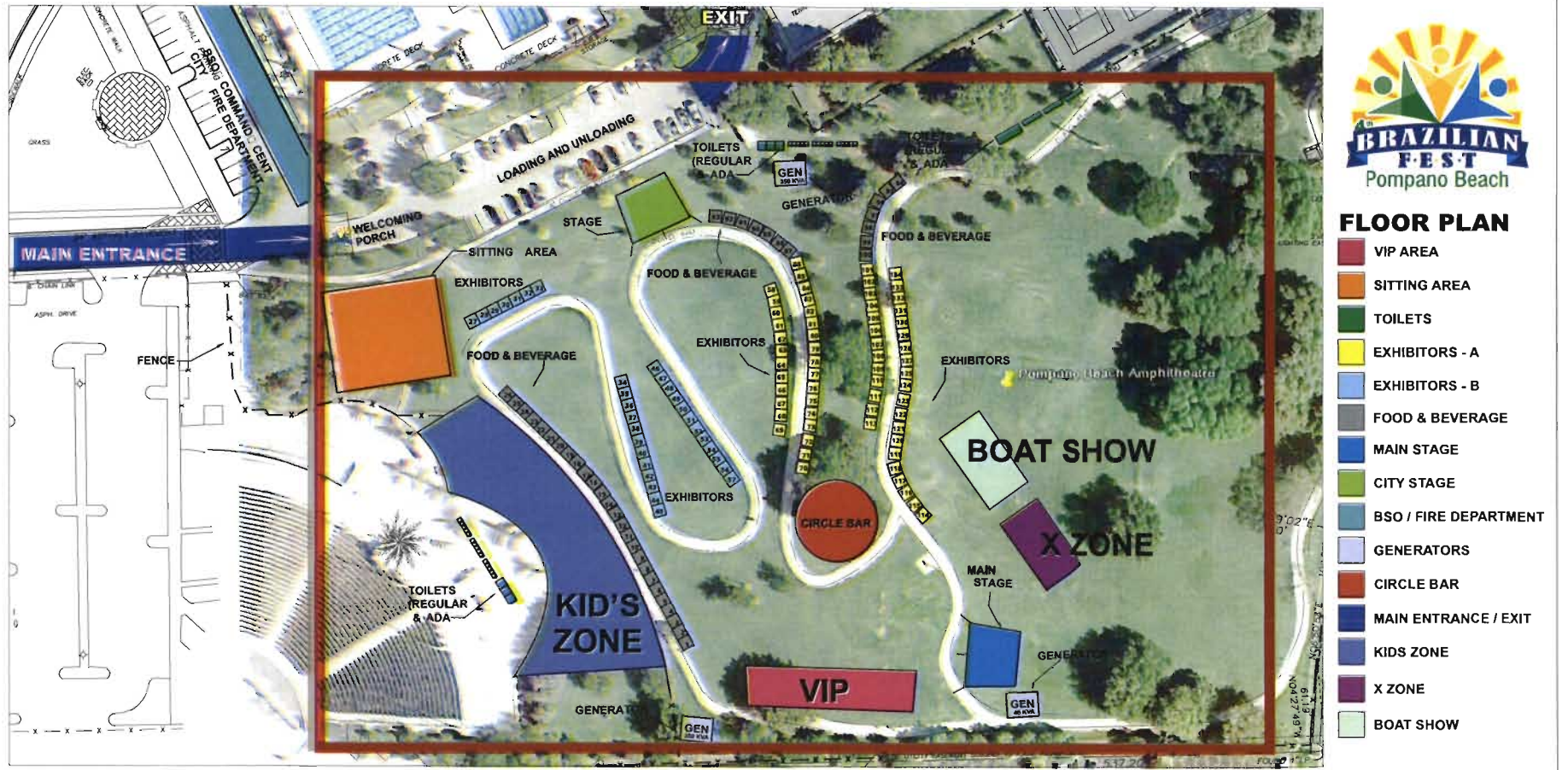


Exhibit 6



Name of Event:

Exhibit 7 Event Date Expenses
Brazilian Festival

Date of Event:

October 17, 2015

Company/Organization:

LS Entertain LLC

Representative:

Luciano Sameli

Address:

1221 Brickell Avenue #922, Miami, FL 33060

Phone:

305-803-0338

LAW ENFORCEMENT COSTS**Overnight Security NOT associated with Actual Event**

Date	# Deputies		# Hours	X	Hourly Fe	=	Total
Thursday Night, October 15, 2015	1	@	12.0	x	\$37.00	=	\$444.00
Friday Night, October 16, 2015	1	@	12.0	x	\$37.00	=	\$444.00
							\$888.00

October 17, 2015 Event Date

Site Commander (Lieutenant)	1	@	15.0	x	\$43.00	=	\$645.00
Security Supervisor	1	@	14.0	x	\$40.00	=	\$560.00
Traffic Supervisor	1	@	10.0	x	\$40.00	=	\$400.00
Security	7	@	64.0	x	\$37.00	=	\$2,368.00
Traffic Deputies	3	@	30.0	x	\$37.00	=	\$1,110.00
							\$5,083.00
							Total:
							\$5,971.00

FIRE RESCUE

Fire Inspector							\$960.00
Rescue Three Person							\$3,900.00
EMS Cart							\$3,250.00
CERT members							\$0.00
							Total:
							\$8,110.00

PUBLIC WORKS

Clean-up Staff (Foreman) + 5 (SW)	Estimate						\$2,995.30
Non Inventory Items	Estimate						\$135.75
Misc. Supplies + Trash Truck + Cans/Liners	Estimate						\$1,882.78
							Total:
							\$5,013.83

PARKS & RECREATION

PR Recreation Manager	Estimate	1	x	11.0	\$28.00	\$308.00
PR Recreation Supervisor	Estimate	1	x	11.0	\$26.00	\$286.00
PR Service Worker	Estimate	2	x	10.0	\$17.00	\$170.00
						Total:
						\$764.00

Exhibit 7 Event Date Expenses

FACILITY RENTAL COSTS

Type

Showmobile	Estimate	1	x	15	\$41.25	\$618.75	
						Total:	\$618.75

TOTALS**Estimated Totals**

Deposit	\$5,000.00
Service and Equipment Costs:	\$20,477.58
Sales Tax:	\$0.00
Application Fee	\$50.00

Estimated Expenses Total: **\$25,527.58**

Final Total Donation Costs

Deposit	\$0.00
Service + Equipment Costs:	\$20,477.58
Sales Tax:	\$0.00
Application Fee	\$0.00

Total City Donation: **\$20,477.58**

Applicant's Signature

Date

City Representative's Signature

Date

Name of Event:

Company/Organization:

Representative:

Address:

Phone:

Exhibit 8 Rain Date Estimated Expenses
Brazilian Festival

LS Entertain LLC

Luciano Sameli

1221 Brickell Avenue #922, Miami, FL 33060

305-803-0338

Date of Event:

(RAIN DATE)

October 18, 2015

LAW ENFORCEMENT COSTS

Overnight Security NOT associated with Actual

Event Date

Deputies

Hours

X

Hourly Fe

=

Total

Thursday Night, October 15, 2015	1	@	12.0	x	\$37.00
Friday Night, October 16, 2015	1	@	12.0	x	\$37.00
Saturday Night, October 17, 2015	1	@	12.0	x	\$37.00

=

=

=

\$444.00
\$444.00
\$444.00
\$1,332.00

October 18, 2015 Event Rain Date

Site Commander (Lieutenant)	1	@	15.0	x	\$43.00
Security Supervisor	1	@	14.0	x	\$40.00
Traffic Supervisor	1	@	10.0	x	\$40.00
Security	7	@	64.0	x	\$37.00
Traffic Deputies	3	@	30.0	x	\$37.00

=

=

=

=

=

\$645.00
\$560.00
\$400.00
\$2,368.00
\$1,110.00
\$5,083.00
Total:

\$6,415.00

FIRE RESCUE

Fire Inspector					
Rescue Three Person					
EMS Cart					
CERT members					

\$960.00
\$3,900.00
\$3,250.00
\$0.00
Total:

\$8,110.00

PUBLIC WORKS

Clean-up Staff (Foreman) + 5 (SW)	Estimate					\$5,990.60
Non Inventory Items	Estimate					\$271.50
Misc. Supplies + Trash Truck + Cans/Liners	Estimate					\$3,765.56

Total:

\$10,027.66

Exhibit 8 Rain Date Estimated Expenses

PARKS & RECREATION

PR Recreation Manager	Estimate	1	x	11.0	\$28.00	\$308.00
PR Recreation Supervisor	Estimate	1	x	11.0	\$26.00	\$286.00
PR Service Worker	Estimate	2	x	10.0	\$17.00	\$170.00
Total:						\$764.00

FACILITY RENTAL COSTS

Type

Showmobile	Estimate	1	x	15	\$41.25	\$618.75
Total:						\$618.75

TOTALS**Estimated Totals**

Deposit	\$5,000.00
Service + Equipment Costs:	\$25,935.41
Sales Tax:	\$0.00
Application Fee	\$50.00

Estimated Expenses Total: **\$30,985.41****Final Total Donation Costs**

Deposit	\$0.00
Service + Equipment Costs:	\$25,934.41
Sales Tax:	\$0.00
Application Fee	\$0.00

Total City Donation: **\$25,935.41**

Applicant's Signature

Date

City Representative's Signature

Date

EXHIBIT 9

INSURANCE REQUIREMENTS

CONTRACTOR shall not commence services under the terms of this Agreement until certification or proof of insurance detailing terms and provisions has been received and approved in writing by the CITY's Risk Manager who can be reached by phone (954 786-5555) or email (eddie.beecher@copbfl.com) should you have any questions regarding the terms and conditions set forth in this Article. Proof of the insurance coverage required hereunder shall be mailed to Risk Management, PO Box 1300, Pompano Beach, FL 33061.

CONTRACTOR is responsible to deliver to the CITY's Risk Manager for his timely review and written approval/disapproval Certificates of Insurance which evidence that all insurance required hereunder is in full force and effect and which name on a primary basis, the CITY as an additional insured on all such coverage.

Throughout the term of this Agreement, CITY, by and through its Risk Manager, reserve the right to review, modify, reject or accept any insurance policies required by this Agreement, including limits, coverages or endorsements. CITY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

Failure to maintain the required insurance shall be considered an event of default. The requirements herein, as well as CITY's review or acceptance of insurance maintained by CONTRACTOR, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by CONTRACTOR under this Agreement.

Throughout the term of this Agreement, CONTRACTOR and all subcontractors or other agents hereunder, shall, at their sole expense, maintain in full force and effect, the following insurance coverages and minimum limits described herein, including endorsements.

A. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees) or the state in which the work is to be performed or of the state in which Contractor is obligated to pay compensation to employees engaged in the performance of the work. Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

B. Liability Insurance.

(1) Naming the City of Pompano Beach as an additional insured as City's interests may appear, on General Liability Insurance only, relative to claims which arise from Contractor's negligent acts or omissions in connection with Contractor's performance under this Agreement.

(2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

Type of Insurance**Limits of Liability**

GENERAL LIABILITY: Minimum \$1,000,000 Per Occurrence and \$2,000,000 Per Aggregate

* Policy to be written on a claims incurred basis

XX	comprehensive form	bodily injury and property damage
XX	premises - operations	bodily injury and property damage
XX	explosion & collapse hazard	
—	underground hazard	
XX	products/completed operations hazard	bodily injury and property damage combined
XX	contractual insurance	bodily injury and property damage combined
XX	broad form property damage	bodily injury and property damage combined
XX	independent contractors	personal injury
XX	personal injury	
XX	alcohol sales	

AUTOMOBILE LIABILITY: Minimum \$1,000,000 Per Occurrence and Aggregate. Bodily injury (each person) bodily injury (each accident), property damage, bodily injury and property damage combined.

XX comprehensive form
XX owned
XX hired
XX non-owned

REAL & PERSONAL PROPERTY

XX comprehensive form Agent must show proof they have this coverage.

EXCESS LIABILITY Minimum per Occurrence and Aggregate

XX	other than umbrella	bodily injury and property damage combined	\$1,000,000	\$1,000,000
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PROFESSIONAL LIABILITY

—	* Policy to be written on a claims made basis	Per Occurrence	Aggregate
		\$1,000,000	\$1,000,000

C. Employer's Liability. CONTRACTOR and all subcontractors shall, for the benefit of their employees, provide, carry, maintain and pay for Employer's Liability Insurance in the minimum amount of One Hundred Thousand Dollars (\$100,000.00) per employee, Five Hundred Thousand Dollars (\$500,000) per aggregate.

D. Policies: Whenever, under the provisions of this Agreement, insurance is required of the CONTRACTOR, the CONTRACTOR shall promptly provide the following:

- (1) Certificates of Insurance evidencing the required coverage;
- (2) Names and addresses of companies providing coverage;
- (3) Effective and expiration dates of policies; and
- (4) A provision in all policies affording CITY thirty (30) days written notice by a carrier of any cancellation or material change in any policy.

E. Insurance Cancellation or Modification. Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing company shall provide thirty (30) days written notice to the CITY.

F. Waiver of Subrogation. CONTRACTOR hereby waives any and all right of subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.