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RESOLUTION NO. 2016-98

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO CONTRACTS; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO PRELIMINARY CONTRACT NEGOTIATIONS WITH HILDEBRAND RIDES, INC. TO UTILIZE VILLAGE OF PALMETTO BAY PARKING LOTS AT BOTH VILLAGE HALL AND PALMETTO BAY PARK FROM DECEMBER 16, 2016 THROUGH JANUARY 8, 2017, TO ACCOMMODATE PARKING FOR A HOLIDAY CARNIVAL TO BE HELD ON THE PRIVATELY-OWNED 5-ACRE PROPERTY FRONTING FRANJO ROAD AND ADJACENT TO VILLAGE HALL; AND PROVIDING FOR AN EFFECTIVE DATE. (Sponsored by Administration)

WHEREAS, for the past several years the Parks and Recreation Department has entertained the idea for the production of a carnival-like holiday event; and

WHEREAS, a submittal was received, for the use of Village parking lots, from Hildebrand Rides, Inc. proposing a Holiday Carnival December 16, 2016 through January 8, 2017 on the Shores of Palmetto Bay LLC property fronting Franjo Road and adjacent to Village Hall; and

WHEREAS, Hildebrand Rides, Inc. requires use of two nearby Village parking lots (Palmetto Bay Park, 17525 SW 95 Avenue and Village Hall, 9705 East Hibiscus Street) in order to accommodate parking to host the carnival, in return for the payment of 20% of amusement ride gross sales; and

WHEREAS, the Mayor and Council may authorize the Village Manager be authorized to enter into preliminary negotiations with Hildebrand Rides, Inc. for the use of two Village parking lots located at Palmetto Bay Park and Village Hall, in return for 20% of all amusement ride gross sales.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE OF PALMETTO BAY, FLORIDA, THAT:

Section 1. The Village Council hereby authorizes the Village Manager to enter into preliminary negotiations with Hildebrand Rides, Inc. for the use of two Village parking lots located at Palmetto Bay Park and Village Hall, in return for 20% of all amusement ride gross sales.

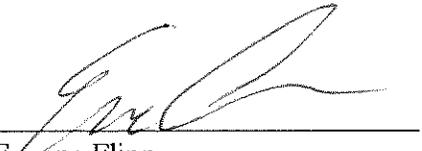
Section 2. This Resolution shall take effect immediately upon its passage and adoption.

PASSED and ADOPTED this 17th day of October, 2016.

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Attest:


Missy Arocha
Village Clerk


Eugene Flinn
Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE VILLAGE OF PALMETTO BAY, FLORIDA ONLY:


Dexter W. Lehtinen
Village Attorney

FINAL VOTE AT ADOPTION:

- Council Member Karyn Cunningham YES
- Council Member Tim Schaffer YES
- Council Member Larissa Siegel Lara YES
- Vice-Mayor John DuBois YES
- Mayor Eugene Flinn YES

HOLIDAY CARNIVAL PRODUCTION AGREEMENT

This Holiday Carnival Production Agreement (the "Agreement") is entered into this ____ day of November, 2016, by and between HILDEBRAND RIDES, INC, ("HILDEBRAND") and the VILLAGE OF PALMETTO BAY ("VILLAGE").

In consideration of the mutual covenants in this Agreement the parties agree that HILDEBRAND will produce an annual Holiday Carnival on property owned by Shores at Palmetto Bay, LLC, Folio No. 33-5033-00-0860 (the "Property"). If at any future time Shores at Palmetto Bay LLC should revoke the license for Hildebrand to produce the Holiday Carnival on the Property, this agreement shall be null and void from the moment such license is revoked. This contract is for the period of December 16, 2016 to January 8, 2017 (move in December 11, 2016 and breakdown by January 13, 2017). The parties shall endeavor to reach a similar mutual agreement for future Carnivals. The Village hereby grants HILDEBRAND a right of first refusal to produce a Holiday Carnival for the 2017/18 holiday season if the Village decides to conduct such an event in 2017/18, always provided that HILDEBRAND complies with all terms of this agreement.

HILDEBRAND hereby assumes all financial, administrative and legal responsibility in connection with, related to, or arising out of the providing of services under this agreement. Nothing in this Agreement will be construed to affect in any way the Village's rights, privileges, and immunities, including the monetary limitations of liability set forth in Section 768.28 of the Florida Statutes (no liability for punitive damages or interest for the period before judgment; nor any claim or judgment which exceeds the sum of \$200,000 for one person, or \$300,000 total for all claims arising from the same incidence of occurrence). The provisions of this Section will survive the termination or expiration of this Agreement.

HILDEBRAND shall pay for all expenses (except for permitting and water hydrant access, which shall be at the expense of the Village) to produce the Holiday Carnival. The Village will not object to any placement of equipment and RV's at the property, unless such placement causes health/safety risks or amount to a nuisance, in which case the parties shall jointly seek a mutual accommodation for the placement of equipment and RVs that resolves the issue. The Village further grants HILDEBRAND a temporary license to use the Village's parking lot at 17535 SW 95th Avenue, and the Village's Municipal Building parking lot at 9705 East Hibiscus Street during the Carnival's opening hours of operation.

HILDEBRAND shall provide all rides (including without limitation uniformed operators; game and food concessions; ticket booths and ticket sellers; diesel fuel and generators; midway light towers; its marketing team to assist in the promotion of the event to complement normal media promotion by the VILLAGE; restroom facilities or portlets; fencing; security as needed during operating hours; dumpster and trash removal; arrange for electric and water hook ups; clean the carnival midway daily; provide a certificate of insurance in the amount of two million dollars naming the VILLAGE as additional insured (general liability, vehicle, and workers compensation) to protect all parties involved; arrange and pay for safety inspections and licensing of rides.

This Agreement may be terminated at any time for the convenience of the parties by giving 45 days prior written notice. The rights and remedies of the Village provided in this provision shall not be exclusive, and are in addition to any other rights and remedies provided by law or under this Agreement.

Non-Discrimination. In the providing of the above referenced services, HILDEBRAND, its employees, agents, volunteers, and any parties under the direction or control of HILDEBRAND may not discriminate against any person on the basis of sex, age, race, color, religion, ancestry, national origin, disability or handicap or sexual orientation by refusing to furnish to such person any accommodation, facility, service or privilege offered to or enjoyed by the general public. In the performance of this Agreement, HILDEBRAND, its employees, agents, volunteers, and any parties under the control or direction of HILDEBRAND may not discriminate against any employee or applicant for employment on the basis of sex, age, race, color, religion, ancestry, national origin, disability or handicap, or sexual orientation. HILDEBRAND shall comply with all applicable laws in the performance of its services hereunder, and represents that it possesses all required licenses and certifications to perform the services.

Shannon Melendi Act. HILDEBRAND shall comply with the "Shannon Melendi Act of Miami-Dade County", and as adopted by the Village, which act is incorporated by reference for the purpose of conducting background investigations for all coaches, managers, officials, umpires, members, employees, and/or volunteers or participants ("Volunteers") associated with the operation of programs and/or activities for the HILDEBRAND Required background investigations shall be completed by HILDEBRAND in accordance with the Shannon Melendi Act.

Public Entities Crime Statement. Any person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes. for category two for a period of 36 months from the date of being placed on the convicted vendor list HILDEBRAND affirms compliance with this requirement for the duration of the underlying agreement. If at any time during the contract period, HILDEBRAND is convicted of a public entity crime, this contract shall immediately terminate.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this _____ day of November, 2016.

By: _____

VILLAGE OF PALMETTO BAY
Edward Silva, Manager
9705 E. Hibiscus Street
Palmetto Bay, FL 33157
Phone: (305) 259 1234
E-mail: esilva@palmettobay-fl.gov
Fanny Carmona Phone: (305) 259 1234
E-Mail: fcarmona@palmettobay-fl.gov

By: _____

HILDEBRAND RIDES, INC.
Harlan J. Bast II, President
P.O. Box 50332
Lighthouse Point, FL 33074
Harlan Bast Cell: (954) 415 1160
John Verona Cell: (954) 304 3959
email: jverona@mchsi.com