



GOOMBAY FESTIVAL PRODUCTION SERVICES AGREEMENT 2024-2026

THIS AGREEMENT made between the CITY OF KEY WEST, FLORIDA, hereinafter called "City" and the BAHAMA VILLAGE COMMUNITY COALITION, hereinafter called "BVCC" for the annual Bahama Village Goombay Festival celebration during October 2024 – October 2026.

WITNESSETH:

WHEREAS, City advertised a Request for Proposals 24-004 hereinafter "RFP" and BVCC's bid, dated May 2, 2024, for Bahama Village Goombay Festival Production Services was selected by City staff as BVCC, who was the only vendor to bid; and

WHEREAS, the parties desire to set forth their mutual understanding in a formal Agreement; and

WHEREAS, this event stimulates significant economic investment in the City of Key West supporting local businesses; and

WHEREAS, BVCC will hold a celebration known as Bahama Village Goombay Festival in the City of Key West; and

WHEREAS, the celebration will require the provision of additional or extraordinary support services from City in order that said celebration may be held in Key West, Florida; and

NOW, THEREFORE, it is mutually agreed between City and BVCC as follows:

A. Street Fair

1. The Street Fair shall be the Friday and Saturday before Fantasy Fest week; generally the 3rd Friday and Saturday of October.
2. The Goombay area, with street closures, is identified on "Exhibit A". BVCC shall:
 - a. Assign monitors to patrol the Goombay zone requesting persons leaving to deposit all alcoholic beverages into trash and recycle receptacles and advising participants of the city's nudity laws.

- b. Shall provide portable toilets, or "port-a-potties" as directed by the City Manager.
 - c. Assure that persons engaged in body painting and airbrushing are not located on public property.
3. City agrees to provide barricades, traffic regulatory signs, close those streets and portions of streets, and prohibit parking on said streets as indicated on Exhibit "A," attached hereto, as follows:
- a. Promenade: Street closure from 7:00 a.m. the Friday of Goombay to 11:00 p.m. on the Saturday of Goombay. Petronia Street must be cleared no later than 11:30 p.m. from Duval Street to Emma Street, then north on Emma Street to Olivia Street.
 - b. Arrange for trash and recycle receptacles and post signs in letters no less than two inches (2") in height.
 - c. Food booths will begin set up at 7:00 a.m. on Petronia Street. Please refer to Vendor Booth Setup Map, included as Exhibit "B."
4. City shall provide and pay for law enforcement officers and fire department personnel from the Key West Police and Fire Departments and the Monroe County Sheriff's Office for the required number of law enforcement officers and Fire Rescue personnel for the Goombay zone, the Street Fair, and Junkanoo Parade.

Should the Key West Police or Fire Department determine additional personnel is required, additional officer(s) will be assigned.

Should there be any additional costs incurred by the City that do not appear in the costs estimates, as the result of additional labor or equipment provided by the City of Key West, the festival organizer or contact person shall be informed by the City department spokesperson or contact person providing the service as soon as practical.

The Police Chief or contact person providing the services shall immediately advise the City Manager of the action to add extra labor or equipment.

Requirements for the employment of off-duty Key West Police Officers is attached hereto as Exhibit "C." City will provide BVCC with the list of Key West Police Officers working the events.

5. BVCC shall provide inspections and advise all vendors not to discard used cooking oils, grease, or any other materials onto City streets or into storm drains. The BVCC shall provide appropriate collection containers conveniently located and readily available to facilitate vendors in properly discarding all cooking oil and grease.

6. No vendors will be permitted on the city sidewalks or in the projected pedestrian rights-of-way at intersections.
7. BVCC will provide portable toilets to be available to the public during all events, as required by the city manager or designee Friday and Saturday only.
8. City will provide extra trash receptacles for use during the events. BVCC shall pay costs for two pick-ups and disposal charges for referenced trash and recycle receptacles.
9. City will provide clean-up crews to remove all litter resulting from the event.
10. BVCC understands that they will be required to seek and obtain a special events permit annually.

B. Junkanoo Parade.

1. There will be one pedestrian "Junkanoo style" parade procession, each being led by a musical band, beginning at the Nelson English Park, east on Catherine Street, then north on Duval Street to west on Angela Street, terminating near Emma Street. The exact route of the processions will be as indicated on the map attached hereto as Exhibit "D". Nudity and lewd acts will not be permitted.

C. Insurance and Indemnity requirements.

BVCC shall:

1. Provide comprehensive liability insurance insuring itself and City against all claims of damages or injury to persons or property arising for any reason as a result of the activities associated with events permitted by City. The insurance policy shall be written by a solvent insurance company in good standing and shall provide a minimum of two million dollars (\$2,000,000) of coverage for bodily injury arising out of one incident and two million dollar (\$2,000,000) aggregate. This policy shall show City as an additional named insured and a copy shall be provided to the Special Events Section of the City Manager's Office no later than three weeks before the Bahama Village Goombay Festival's event.
2. To the fullest extent permitted by law, BVCC expressly agrees to indemnify and hold harmless the City of Key West and their respective officers, directors, agents, and employees (herein called the "indemnitees") from any and all liability for damages, including, if allowed by law, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, to persons or property (including intellectual property) caused in whole or in part by any act, omission, or default by BVCC. or its subcontractors, material men, or agents of

any tier or their employees, arising out of this Agreement or its performance, including any such damages caused in whole or in part by any act, omission, or default of any indemnitee, but specifically excluding any claims of, or damages against an indemnitee resulting from such indemnitee's gross negligence, or the willful, wanton or intentional misconduct of such indemnitee or for statutory violation or punitive damages except and to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of BVCC, or its subcontractors, material men, or agents of any tier or their respective employees.

D. Payment for City Services

1. BVCC will pay a lump sum fee in the amount of \$10,000 for Year 1, \$15,000 for Year 2 and \$20,000 for Year 3 for the use of City's right-of-way space on City property. This lump sum fee includes the support of Key West Police Department and Key West Fire Department. The lump sum fee for Years 4 and 5 will be negotiated at the time of exercising the renewal option.
2. City will provide to BVCC an itemized invoice of actual costs incurred for all services rendered in connection with the events approved by this Agreement.
3. BVCC will remit payment to City within forty-five (45) days of invoice date for those services itemized on the invoice.

E. Term

1. The term of this agreement shall be for three (3) years and shall apply to the Bahama Village Goombay Festival activities for the years 2024, 2025, and 2026. Prior to, or upon completion, of that initial term, the City shall have the option to renew the contract for a two (2) year extension for a maximum total of five (5) years. Each year, no later than 120 days before Bahama Village Goombay Festival, the BVCC shall supply to the City that year's schedule of events, which shall become an attachment to this Agreement as a new exhibit "E." Its terms shall be at the mutual agreement of the parties.
2. BVCC agrees to provide a security deposit in the amount of \$5,000.00 at least thirty (30) days prior to the event each year for the faithful performance of all repairs necessary due to the use of the property caused by BVCC, its agents, employees, invitees. The parties agree to walk through and inspect the premises before and after the event to confirm exact condition of the premises and any necessary repairs. This obligation for repairs includes, but is not limited to, damage to the parking areas, staging areas and grounds utilized by the competitors or BVCC. BVCC shall reimburse the City for any repair expenses exceeding the deposit.

F. Assignment and Hypothecation

This Agreement is not transferable or assignable, except as provided by Resolution of the Key West City Commission.

G. Termination

In the event City or BVCC determines that the mandatory expense payment or responsibilities renders the event financially unfeasible, BVCC may terminate the remaining term of this Agreement by an instrument in writing delivered to the City no later than 180 days prior to the Goombay Festival for the year of termination.

H. Independent Contractor

BVCC is an independent contractor with respect to the City. No employee or agent of BVCC shall be entitled to the wages or benefits of an employee of the City of Key West.

I. Notice

All notices, demands, or other writings in this Agreement provided to be given or made or sent, or which may be given or made or sent, by either party to this Agreement to the other, shall be deemed to have been fully given or made or sent when made in writing and received by hand delivery or Certified mail with sufficient postage pre-paid thereon to carry it to its addressed destination and addressed as follows:

To City: City Manager
 P.O. Box 1409
 Key West, FL 33040

To BVCC: Alana Thurston
 22429 LaFitte Drive
 Cudjoe Key, FL 33042

The address to which any notice, demands, or other writing may be given or made or sent to any party mentioned above may be changed by written notice.

J. Severability

If any provision of this Agreement shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall not be impaired thereby, but such remaining provisions shall be interpreted and enforced so to achieve, as near as may be, the purpose of this Agreement to the extent permitted by law.

K. Governing Law and Venue.

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida. Venue shall be in Monroe County, Florida in state court and/or the Southern District of Florida in federal court

L. Entire Agreement.

This Agreement sets forth all the covenants, promises, agreements, and understandings between the City and BVCC. No subsequent alteration, amendment, change, or addition to this Agreement shall be binding upon the City or BVCC unless reduced to writing and duly executed by both parties.

IN WITNESS WHEREOF, BVCC and City hereby accept and agree to abide by the terms and conditions set forth herein, and have hereunto executed this Agreement, this ____ of October, 2024.

CITY OF KEY WEST


Todd Stoughton, Interim City Manager

ATTEST:

Keri O'Brien, City Clerk



BAHAMA VILLAGE COMMUNITY COALITION

Alana
Thurston

Digitally signed by
Alana Thurston
Date: 2024.10.10
11:21:01 -04'00'

Alana Thurston, President

ATTEST:

Secretary

Exhibit "A"
City of Key West Street Closures

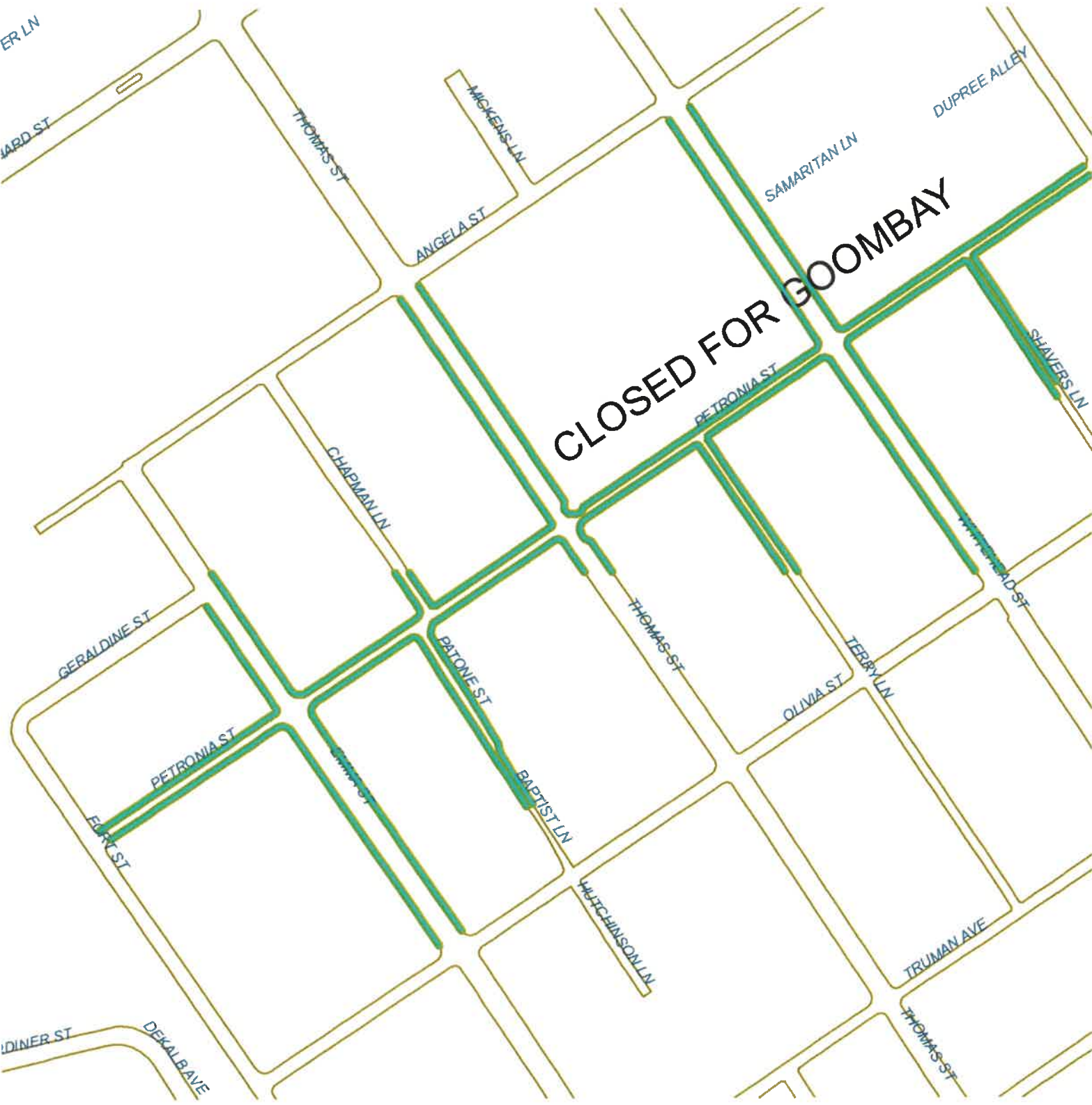
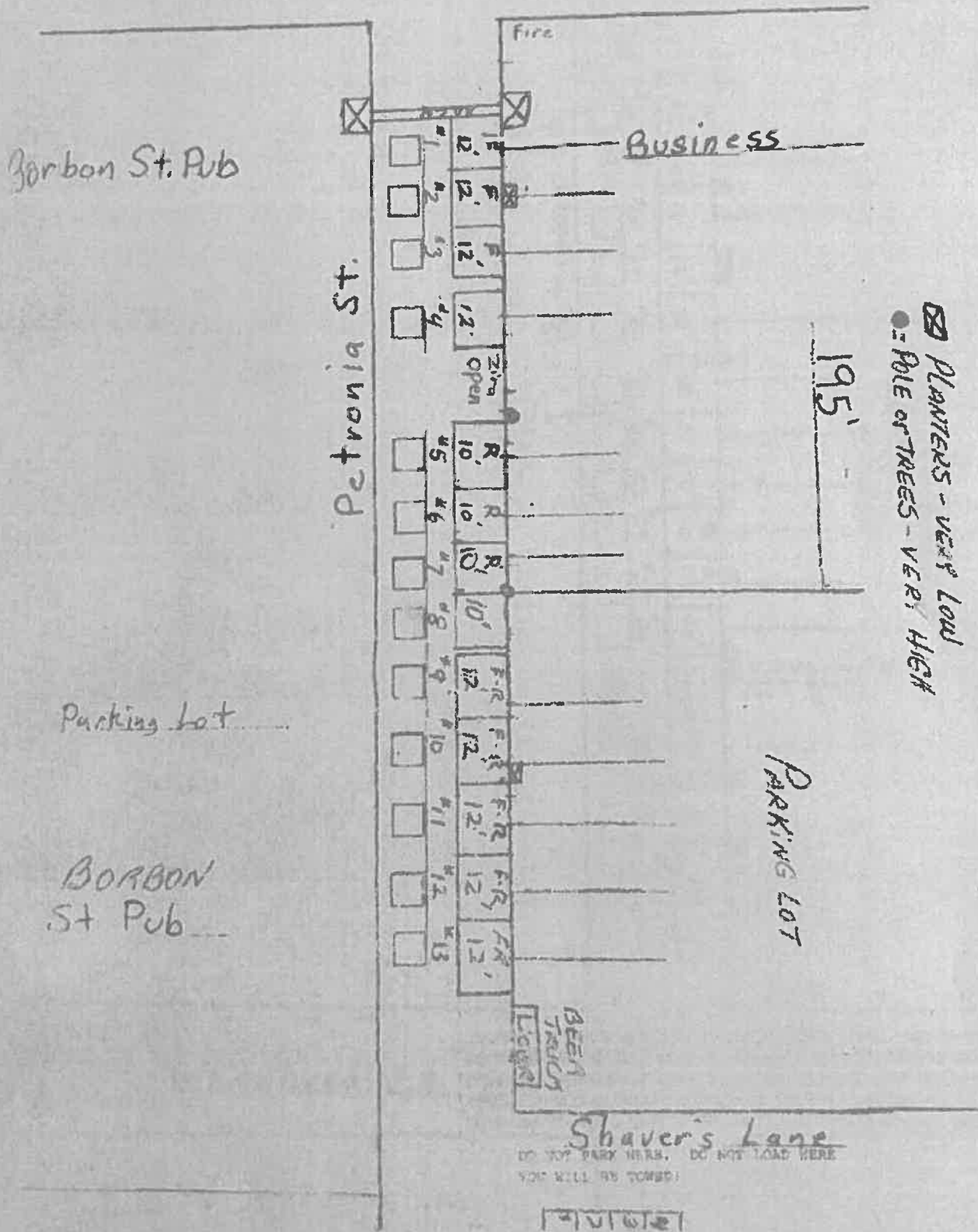


Exhibit "B"
Vendor Booth and Stage Setup Map

PAGE 1

Duval St.



Parking Lot A-7

Shaver's Lane
DO NOT PARK HERE. DO NOT LOAD HERE.
YOU WILL BE TOWED!!

Fire

Portolets

Petronia St.

4 FEET
OPEN

UNAVAILABLE

HOUSE
#20
#21

#22 & 23
DRIVE WAY

UNAVAILABLE

● = POLE OR TREE VERY HIGH
☒ = PLANTER VERY LOW

Fire

Whitehead St.

YOU MAY LOAD AND UNLOAD YOUR BOOTH HERE. CHECK IN WITH REGISTRATION
BOOTH ON THE FIELD TO RECEIVE VENDOR LOADING PARKING PASS. ONCE YOU ARE
DONE UNLOADING OR LOADING, YOU NEED TO MOVE YOUR VEHICLE OR IT WILL BE
TOWED. THIS IS A LOADING ZONE ONLY. DO NOT LOAD OR UNLOAD ON PETRONIA ST.
SOMEONE NEEDS TO STAY IN THE VEHICLE DURING LOAD AND UNLOAD.

93

25 94

→ OPEN

495

at 96

497

GRASS

FIRE

EMMA ST.

SANTIAGO
BODEGA

Island
BEAUTY
SUPPLIES

Петровић

103
102
101
100
99
98

OPEN

OPEN

114
115
116
117
118
119
120
121
122
123
124
125

drive
way

YOU MAY LOAD AND UNLOAD YOUR BOOTH HERE. CHECK IN WITH REGISTRATION BOOTH ON THE FIELD TO RECEIVE VENDOR LOADING PARKING PASS. ONCE YOU ARE DONE UNLOADING OR LOADING, YOU NEED TO MOVE YOUR VEHICLE OR IT WILL BE TOWED. THIS IS A LOADING ZONE ONLY. DO NOT LOAD OR UNLOAD ON PETRONIA ST. SOMEONE NEEDS TO STAY IN THE VEHICLE DURING LOAD AND UNLOAD.

pg. 5.

Thomas St

Fire

Grass

#69

Grass

Johnson's
Grocery

#70

#71

#72

#73

#74

#75

#76

#77

Open

#78

#79

#80

#81

#82

#83

Petronia St.

Grass area

Caribbean
House

● = pole or tree - very high
☒ = planter - very low

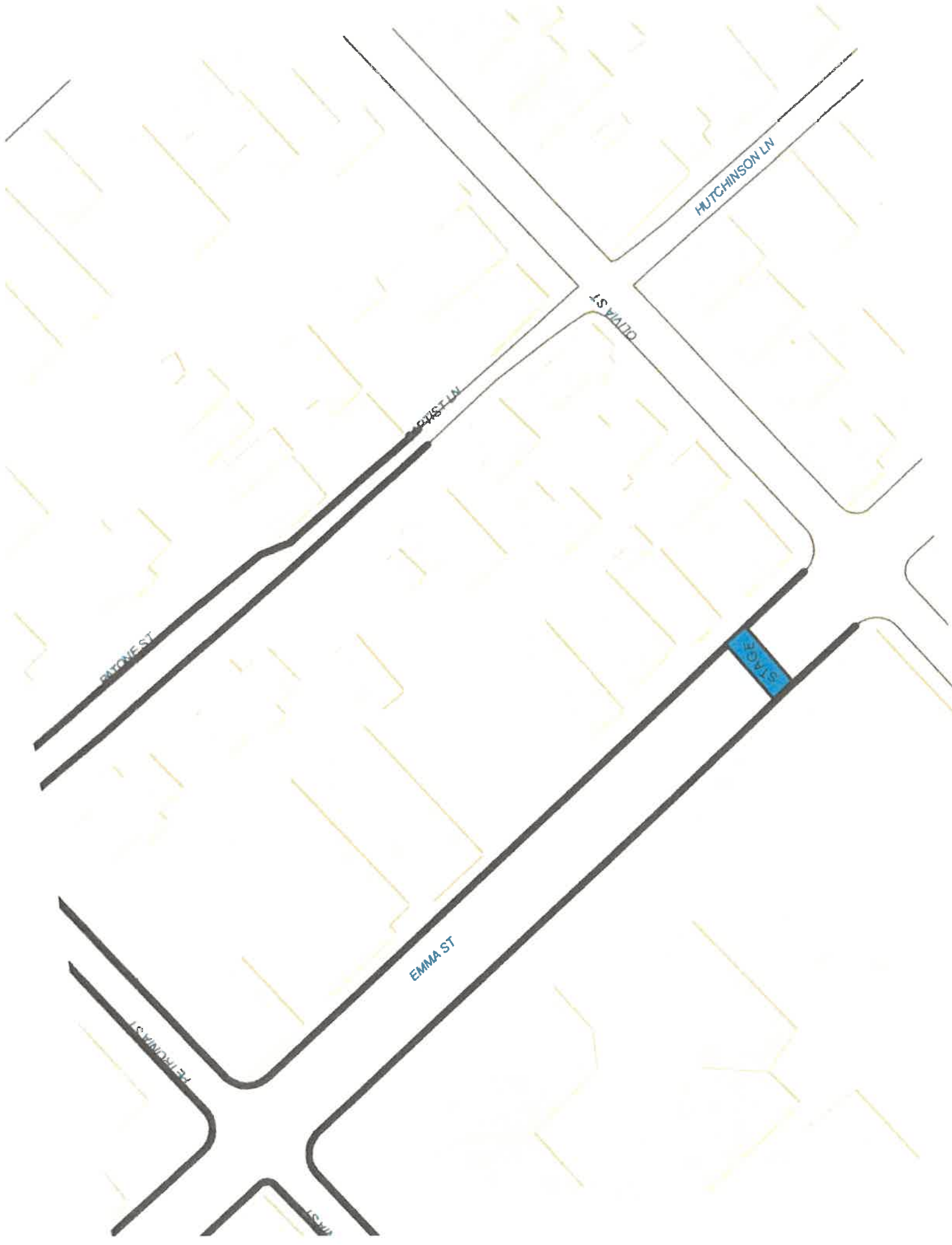
Fire

Chapman Lane

DO NOT PARK HERE. DO NOT LOAD HERE.
YOU WILL BE TOWED!!

Fire

Continued



HUTCHINSON LN

OLIVIA ST

FOREST LN

BAYVIEW ST

EDGE

EMMA ST

PERCIVAL ST

Exhibit "C"
KWPD Off-Duty Officer Requirements



THE CITY OF KEY WEST

1300 WHITE STREET
KEY WEST, FLORIDA 33040

BAHAMA VILLAGE COMMUNITY COALITION
2024-2027 REQUIREMENTS FOR THE EMPLOYMENT OF
OFF DUTY KEY WEST POLICE OFFICERS

Cost for the police officers working special details will be negotiated between Lieutenant Joseph Tripp and the Bahama Village Community Coalition. If, for any reason, there is a change in the scheduled reporting time for police officers, you must contact the Lt. Joseph Tripp at (305) 809-1007 at least twenty-four hours in advance of the scheduled reporting time of the officer(s). Failure to notify Sgt. Tripp within the specified time will obligate you to pay the officer(s) the four hour minimum required by the police union.

Should the Key West Police Department determine additional security is required, additional officers(s) will be assigned. Costs for any additional officers will be dependent upon the availability of off-duty officers.

Junkanoo Parade Procession Route Map





THE CITY OF KEY WEST PRESENTS

GOOMBAY

BAHAMA VILLAGE

KEY WEST

FRIDAY OCTOBER 18TH



OVER 100
FOOD &
CRAFT
VENDORS!

2024 SCHEDULE

NOON GOOMBAY MAIN STAGE – DJ MUSIC BEGINS

NOON - 5:00PM BOURBON ST. PUB GARDEN BAR – CALYPSO & REGGAE DJ

1:00 - 9:00PM RAMS HEAD SOUTHERNMOST – COURTYARD STAGE LIVE MUSIC

4:30 - 9:30PM BLUE HEAVEN STAGE – LIVE MUSIC

5:00 - 10:00PM ANDY'S CABANA LIVE MUSIC

5:00 - 12:00AM BOURBON ST. PUB GARDEN BAR – TOKO IRIE – STEEL PANS!

6:00 - 6:15PM KEY WEST HIGH SCHOOL R.O.T.C. FLAG SALUTE

6:20 - 6:45PM WELCOME KEY WEST CITY OFFICIALS

GOOMBAY HISTORY - ALANA THURSTON

6:15PM FLAG JUNKANOO PARADE

(START DOWN PETRONIA TO ARRIVE @ MAIN STAGE)

7:00 - 8:00PM BAHAMA VILLAGE MUSIC PROGRAM
ENSEMBLE BAND

8:30 - 9:45PM HEBREW EDWARDS
(SOCA & REGGAE EXTRAORDINAIRE)

10:00 - 11:00PM JUMP UP!
THE NEW GENERATION JUNKANOO

SATURDAY OCTOBER 19TH

NOON GOOMBAY MAIN STAGE - DJ MUSIC BEGINS

NOON - 5:00PM BOURBON ST. PUB GARDEN BAR – CALYPSO & REGGAE DJ

1:00 - 9:00PM RAMS HEAD SOUTHERNMOST – COURTYARD STAGE LIVE MUSIC

2:00 - 4:00PM MR. SOUL MAN (ROBERT ALBURY)

5:00 - 6:00PM COFFEE MILL DANCE GROUP

4:30 - 9:30PM BLUE HEAVEN STAGE – LIVE MUSIC

5:00 - 12:00AM BOURBON ST. PUB GARDEN BAR – TOKO IRIE – STEEL PANS!

5:00 - 10:00PM ANDY'S CABANA LIVE MUSIC – CAYMAN MARTIN SMITH BAND

6:15PM NEW GENERATION JUNKANOO PARADE

(BEGINS AT MLK POOL & MAKE THEIR WAY UP TO DUVAL ST,
DOWN PETRONIA ST, TO EMMA ST, ARRIVING AT THE MAIN STAGE!)

6:00 - 8:00PM HEBREW EDWARDS
(SOCA & REGGAE EXTRAORDINAIRE)

8:15 - 11:00PM HEADLINING REGGAE BAND
CARIBBEAN EXPLOSION



THANK YOU
TO OUR
SPONSORS!

VESTCOR

Key West Historic Arts



MAIN STAGE
OLIVIA &
EMMA STREET