

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF NORTH MIAMI AND
ROBERTO RIVERA CONSULTING, LLC**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into this 26 day of December, 2019 by and between the **City of North Miami** (the "**City**") a Florida municipal corporation, having its principal office at 776 NE 125th Street, North Miami, FL 33161 ("**City**") and **Roberto Rivera Consulting LLC** ("**Promoter**"), a Florida Limited Liability Company having its principal office at 3450 . The **City** and **Promoter** shall collectively be referred to as the ("**Parties**").

RECITALS

WHEREAS, by a Commercial Lease Agreement dated May 2019, the **City** leases the vacant lot located on the east side of 7th Avenue between 125th and 123rd streets (the "**Property**"); and

WHEREAS, the **City** intends to use the **Property** as an arts and entertainment venue called the "**Red Garden**", and

WHEREAS, **Promoter** is a South Florida based limited liability company that provides a full service advertising and experiential marketing agency, and

WHEREAS, **Promoter** intends to host two events during the week of Super Bowl on January 30, 2020 and February 2, 2019 respectively, and

WHEREAS, the **City** desires to partner with **Promoter** to bring the Super Bowl events to fruition with the **City** contributing the **Red Garden** location and **Promoter** organizing and promoting the event; and

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants contained herein, the **Parties** agree as follows:

1. The term of this MOU shall commence on December 23, 2019, and continue through February 5, 2020 unless terminated with or without cause, by either Party.
2. In addition to the responsibilities stated in this MOU, **Promoter** shall provide the following to the **City**:
 - 2.1 All of the necessary planning and coordination ensuring two festive events on January 30, 2020 and February 2, 2019 that will bring national recognition to the **City** of North Miami all while entertaining our guests with food, drinks, music, and entertainment.
 - 2.2 **Promoter** will use his best efforts to secure national sponsors for the event.

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2.3 Promoter will be responsible for funding, advertising and promoting the event;

2.4 Liability Insurance coverage with City of North Miami as additional insured;

2.5 Promotion and marketing of program

2.6 Promoter agrees to a revenue sharing of net profits with the City. Promoter and City will split net profit 50/50 until the City receives \$80,000. Thereafter the Promoter will receive 100% of net profit up to the next \$80,000. Thereafter the City and Promoter will split net profits with the City receiving 20% and the Promoter receiving 80%.

2.7 Promoter will make a contribution of ~~\$10,000~~ ^{\$8,000} to the City of North Miami's Utility Assistance Fund

3. In addition to the responsibilities stated in the MOU, the City agrees to the following:

3.1 Provide access to the Red Garden throughout the duration of the MOU;

3.2 Clean and develop the Property as an outdoor entertainment destination; and

3.3 Provide In-Kind support up to \$80,000

4. Promoter shall maintain all related records including, but not limited to the following:

4.1 A current schedule with all participants' band, vendor's information;

4.2 Completed and executed Release and Waiver of Liability Forms for each performer;

4.3 A log of comments or complaints when received pertaining to the services provided under this MOU; and

4.4 Copies of all comments or complaints received in writing, relating in any way to the services provided under this MOU.

5. Throughout the term of this MOU, Promoter shall maintain the following insurance policies:

5.1 Comprehensive General Liability Insurance in an amount not less than One Million Dollars and no cents (\$1,000,000.00) combined single limit for bodily injury and property damage. The policy shall be endorsed to include the City and its officers, agents and employees as additional insured, with all necessary endorsements showing the City as a first party insured.

5.2 The Comprehensive General Liability Insurance coverage as required above shall include those classifications listed in Standard Liability Insurance Manuals, which are applicable to the operations of Promoter in the performance of the MOU.

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5.3 All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida and executed by duly licensed agents upon whom service of process may be made in Miami-Dade County, Florida. All policies shall have a general policy holders rating of "A" or better and a financial rating no less than "X" as reported by Best's Key Rating Guide, published by A. M. Best Company, latest edition. The City of North Miami shall also be included as additional insured for general and auto liability. A valid certificate of insurance shall be provided to the City's Risk Management Division during the course of this MOU. The City of North Miami shall be notified within 30 days of any notice of cancellation or non-renewal of insurance policies applicable to this MOU and also insure that adequate replacement coverage is secured to avoid any coverage gaps in the event of cancellation or non-renewal.

6. Promoter agrees that any news release or other type of publicity pertaining to the program must recognize the City as a partner in this endeavor.

7. If Promoter fails to comply with any term or condition of this MOU, or fails to perform any of its obligations hereunder, then Promoter shall be in default. The City shall have the right to terminate this MOU in the event Promoter fails to cure a default within five (5) business days after receiving Notice of Default. Promoter understands and agrees that termination of this MOU under this section shall not release Promoter from any obligations accruing prior to the effective date of termination.

8. Promoter understands that the City and the public shall have access, at all reasonable times, to all documents and information pertaining to City contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the City and the public to all documents subject to disclosure under applicable law.

9. No waiver or breach of any provision of this MOU shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

10. All representations, indemnifications, warranties and guarantees made in, required by, or given in accordance with this MOU, shall survive termination or completion of the MOU.

11. Should any provision, paragraph, sentence, word or phrase contained in this MOU be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this MOU shall remain unmodified and in full force and effect or limitation of its use.

12. No modification or amendments to this MOU shall be binding on either Party unless in writing and signed by both Parties.

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To CITY: City of North Miami
Attn: City Manager
776 NE 125 Street
North Miami, FL 33161

With a copy to: City of North Miami
Office of the City Attorney
776 NE 125 Street
North Miami, FL 33161

IN WITNESS WHEREOF, the Parties have executed this MOU by their respective proper officers duly authorized the day and year first written above.

ATTEST:
Corporate Secretary or Witness:

Roberto Rivera Consulting, LLC a Florida
limited liability company.

By:  _____

By:  _____

Print Name: Jesse Falero


Print Name: Roberto Rivera

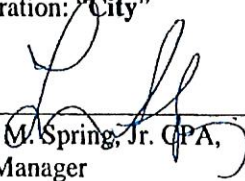
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Date: 12/26/19

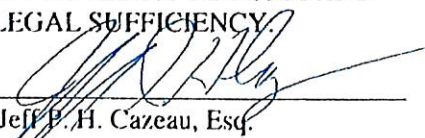
ATTEST:

City of North Miami, a Florida municipal
corporation: "City"

By:  _____
Vanessa Joseph, Esq.
City Clerk

By:  12/27/19
Larry M. Spring, Jr. CPA,
City Manager

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY.



Jeff P. H. Cazeau, Esq.
City Attorney

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