

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF NORTH MIAMI AND
UNCLE LUKE RECORDS, LLC**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into on 1/14/2020 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 **Uncle Luke Records, LLC** (“**Ambassador and Promoter**”), a Florida Limited Liability Company having its principal office at 16571 Southwest 118 Street, Miramar, FL 33027. The **City** and **Promoter** shall collectively be referred to as the (“**Parties**”).

RECITALS

WHEREAS, by a Commercial Lease Agreement dated May 2020, 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 whose president is Luther Campbell, an entrepreneur, community activist, entertainment icon and promoter; and

WHEREAS, Mr. Campbell intends to be the **Ambassador** of the arts and entertainment venue called the “**Red Garden**” during Super Bowl Weekend in South Florida from January 30, 2020 through February 1, 2020,

WHEREAS, Mr. Campbell intends to host a Super Bowl Party in South Florida entitled “**Uncle Luke’s World Big Game Party**” on February 1, 2020, and

WHEREAS, the **City** desires to partner with Mr. Campbell to bring the Super Bowl event to fruition with the **City** contributing the **Red Garden** location and Mr. Campbell organizing and promoting the event.

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 18, 2019, and continue through February 3, 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 ensure a festive event on February 1, 2020 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.

2.3 Promoter will be responsible for social media marketing and advertising to promote 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 \$100,000. Thereafter the Promoter will receive 100% of net profit up to the next \$100,000. Thereafter the City and Promoter will split net profits with the City receiving 20% and the Promoter receiving 80%.

2.7 Promoter will partner with Master of Auto Body Repair, Inc. ("MOB") to provide a Car Show Event on February 1, 2020. Promoter's share of the MOB car show revenues will go toward the City's initial \$100,000.00 50/50 net profit split indicated in section 2.6 above.

2.8 Promoter will make a contribution of \$10,000 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 City commits to provide Cash and in-kind support up to \$100,000. Vendors or subcontractors will be paid directly by the City upon presentation of a reimbursement package from Promoter substantiating all reimbursable expenses.

3.4 Responsible for providing all production needs for the Promoter including sound, lights, audio, staging, staffing, three (3) dressing rooms in the form of RV's, and entertainment riders.

3.5 Responsible for all advertising not provided for in Section 2.3 of this Agreement including print, digital, radio, and broadcast to promote the event.

3.6 City agrees to a revenue sharing of net profits with the Promoter for any event scheduled on February 1, 2020. The Promoter and City will split those event profits in accordance with section 2.6 of this Agreement.

3.7 City agrees to direct all third party vendors to the Promoter during the period of this MOU. The Promoter will serve in the capacity of key contact and coordinator for all third party vendors during the period of the MOU.

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.

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. will 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.

13. The City reserves the right to inspect or audit the records of **Promoter** as they pertain to this MOU, at any time during the term of the MOU and for a period of three years after the MOU is terminated or completed. The **Promoter** reserves the right to inspect or audit the records of the City as they pertain to this MOU, at any time during the term of the MOU and for a period of three years after the MOU is terminated or completed.

14. **Promoter** agrees to comply with and observe all applicable federal, state, and local laws, rules, regulations, codes and ordinances, as they may be amended from time to time.

15. **Promoter** agrees that it shall not discriminate as to race, sex, color, creed, national origin, or disability, in connection with its performance under this MOU.

16. **Promoter** shall be responsible for damages up to One Hundred Thousand Dollars (\$100,000.00) for damage occurring to any areas or land resulting from the performance of this MOU.

17. **City** shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the services under this MOU, to prevent damage, injury or loss to participants or anyone else in the area.

18. **Promoter** shall defend, indemnify and hold harmless the City, its officers and employees from and against any and all claims, costs, losses and damages including, but not limited to reasonable attorney's fees, caused by the negligent acts or omissions of **Promoter** its officers, directors, agents, partners, subcontractors, employees and managers in performance of this MOU.

19. The Parties will each designate a representative, which may be changed upon written notice, to serve as the liaison between them with respect to the terms and conditions of this MOU. All notices, demands, correspondence and communications between the City and **Promoter** shall be deemed sufficiently given under the terms of this MOU when dispatched by registered or certified mail, postage prepaid and addressed as follows:

20. Nothing contained in the Agreement is any way intended to be a waiver of the limitation placed upon the City's liability as set forth in Chapter 768, Florida Statutes. Additionally, the City does not waive sovereign immunity, and no claim or award against the City shall include attorney's fees, investigative cost or pre-judgment interest.

21. In the event of any dispute arising under or related to this Agreement, the prevailing Party shall be entitled to recover all actual attorney fees, cost and expenses incurred by it in connection with that dispute and/or the enforcement of this MOU, including all such actual attorney fees, cost and expenses at all judicial levels, including appeal, until such dispute is resolved with finality.

Notices to the parties shall be sent to:

To: Uncle Luke Records, LLC
Attn: Luther Campbell
16571 Southwest 18th Street
Miramar, FL 33027

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

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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:

Uncle Luke Records, LLC a Florida limited liability company.

By: DocuSigned by:
Tresa Sanders
C1FE06A3505B466...

By: DocuSigned by:
Luther Campbell
G0FE95D6F3F3421...

Witness Name: Tresa Sanders

Promoter Name: Luther Campbell

Witness Date: 1/7/2020

Promoter Date: 1/7/2020

ATTEST:

CITY OF NORTH MIAMI
a Florida Municipal Corporation, "City"

DocuSigned by:
Vanessa Joseph
BB47A3B4B262492...

DocuSigned by:
Larry M. Spring, Jr.
G23984DEA2724CF...

Vanessa Joseph, Esq., City Clerk

Larry M. Spring Jr., CPA, City Manager

1/14/2020

1/14/2020

City Clerk Date Signed

City Manager Date Signed

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

DocuSigned by:
Jeff P. H. Cazeau
8AF8443D714D481...

Jeff P. H. Cazeau, Esq., City Attorney

1/9/2020

City Attorney Date Signed