

To: The Honorable Mayor and City Council

From: Jeff P. H. Cazeau, City Attorney

Date: July 14, 2020

RE: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, RATIFYING ACTIONS OF THE CITY MANAGER, UNDERTAKEN PURSUANT TO RESOLUTION NO. 2019-R-142, DURING THE 2019 WINTER RECESS; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.

RECOMMENDATION

It is recommended that the Mayor and City Council approve the attached resolution providing for ratification of the action taken by the City Manager during the winter recess. The accompanying Resolution was prepared and placed on the agenda at the request of Councilwoman Carol Keys, Esq.

BACKGROUND

In accordance with Resolution No. 2019-R-85, the City Manager was authorized to take all necessary action and execute all documents affecting the health, safety, and welfare of the City during the City Council's winter recess under the condition that any items requiring Council approval would be subject to ratification at a subsequent council meeting.

ATTACHMENTS

Proposed Resolution
Exhibit A – Actions taken by the City Manager

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, RATIFYING ACTIONS OF THE CITY MANAGER, UNDERTAKEN PURSUANT TO RESOLUTION NO. 2019-R-142, DURING THE 2019 WINTER RECESS; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.

WHEREAS, on December 10, 2019, the Mayor and City Council of the City of North Miami (“City”) passed and adopted Resolution No. 2019-R-142, authorizing the City Manager, City Attorney and City Clerk to take all necessary action and to execute all documents affecting the health, safety and welfare of the City during the City Council’s recess commencing December 11, 2019 through January 13, 2020; and

WHEREAS, in accordance with Resolution No. 2019-R-142, authority was delegated to the City Manager, to approve items during the summer recess under the condition that any items requiring Council approval would be subject to ratification at a subsequent council meeting; and

WHEREAS, the attached Exhibit “A,” lists all actions taken by the City Manager during winter recess which would otherwise require council approval; and

WHEREAS, the Mayor and City Council have determined it is in the best interest of the City and its residents to ratify the items listed in Exhibit “A” and those actions shall be deemed approved by the City Council.

NOW THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA:

Section 1. Ratification. The Mayor and City Council of the City of North Miami, Florida, hereby ratify the items listed in Exhibit “A” and those actions shall be deemed as approved by the City Council.

Section 2. Effective Date. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED by a _____ vote of the Mayor and City Council of the City of North Miami, Florida, this _____ day of _____, 2020.

PHILIPPE BIEN-AIME
MAYOR

ATTEST:

VANESSA JOSEPH, ESQ.
CITY CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

JEFF P. H. CAZEAU, ESQ.
CITY ATTORNEY

SPONSORED BY: CITY ADMINISTRATION

Moved by: _____

Seconded by: _____

Vote:

Mayor Philippe Bien-Aime
Vice Mayor Alix Desulme, Ed.D.
Councilman Scott Galvin
Councilwoman Carol Keys, Esq.
Councilwoman Mary Estimé-Irvin

_____ (Yes) _____ (No)
_____ (Yes) _____ (No)
_____ (Yes) _____ (No)
_____ (Yes) _____ (No)
_____ (Yes) _____ (No)

Exhibit A.

Actions of the City Manager during the 2019 Winter Recess, Undertaken Pursuant to Resolution No. 2019-R-142		
Contracts and/or Mutual Agreements		
	Commercial Lease Between M2J2 Realty Group and the City of North Miami	
	Memorandum of Understanding Between the City of North Miami and Roberto Rivera Consulting, Inc.	
	Haitian-American Chamber of Commerce of Florida	
	Memorandum of Understanding Between the City of North Miami and Uncle Luke Records, LLC	
Expenditures over \$25,000		
	Vendor	Expenditure
	ABC Party Rentals, Inc. DBA, Diamonette Party Rental	\$100,373.20
	Harvard Technology Advertising & PR Group	\$40,000
	Innovative Multi-Media Services, Inc.	\$64,694
	Superior Park Systems	\$111,050
	TDG Events	\$163,000

Contracts and/or Mutual Agreements

Commercial Lease Between M2J2 Realty Group and the City of North Miami.

THIS COMMERCIAL LEASE (hereinafter the "Lease") entered into this ^{30th} ~~18th~~ day of December 2019, between M2J2 Realty Group, LLC (hereinafter the "Lessor" or "Landlord") and The City of North Miami (hereinafter the "Lessee" or "Tenant").

WITNESSETH, that the Lessor does this day lease unto Lessee, and the Lessee does hereby take as a tenant the commercial retail space located at 660 NW 125th Street, North Miami, Florida 33168 and YARD Folio # 06-2125-018-1660 (hereinafter the "Property" or "Premises"), to be used and occupied by Lessee as a Retail/Office or as per zoning and for no other purposes or uses whatsoever, for the lease term of **Fourteen (14) years**, subject and conditioned upon the provisions of this lease, beginning the **December 20, 2019**, and ending **December 20, 2034** date .

A. TRIPLE NET LEASE:

This Lease is what is commonly referred to as a "Triple Net Lease", it being the intention of the Lessor and the Lessee that during the term of the Lease, Lessor shall not have any responsibility of any kind or nature whatsoever to maintain, repair, improve, alter, or in any way incur any expense in connection with the Property apart from those costs for maintaining the warehouse's structure, foundation, and roof. It is understood that the rent and any other payments to be made by Lessee to or on behalf of Lessor under the terms hereof are to be free and clear of any impositions, expenses, or setoffs of any kind or nature whatsoever, including without limitations, any taxes, charges, or expenses in connection with ownership, maintenance, repair, and operation of the Property, all such expenses, charges, taxes, to be paid by Lessee as provided herein.

Lessee shall pay for all water, gas, heat, light, power, telephone, cable, and other utilities and services supplied to the Property together with any taxes thereon, real property taxes, sales tax, property and liability insurance and common area maintenance expenses.

This Lease shall bind the Lessee, its assigns (if approved by Lessor), successors, heirs, administrators, legal representatives, executors, and trustees.

B. LEASE PAYMENTS:

Lessee shall pay to Lessor monthly base rent installments without demand on or before the first day of each month as follows:

December 20th 2019 TO December 20th 2020 the Base Rent will be \$8,500.00 per month for a total monthly base rent of \$8,500.00.

December 20th 2020 TO December 20, 2021 Base Rent will be \$8,755.00 per month for a total monthly base rent of \$8,755.00 December 20th 2019 TO December 20th 2020 the Base Rent will be \$8,755.00 per month for a total monthly base rent of \$8,755.00.

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December 20th 2021 TO December 20, 2022 Base Rent will be \$9,017.65 per month for a total monthly base rent of \$9,017.65

December 20th 2022 TO December 20th 2023 the Base Rent will be \$9,288.17 per month for a total monthly base rent of \$9,288.17

December 20th 2023 TO December 20, 2024 Base Rent will be \$9,566.82 per month for a total monthly base rent of \$9,566.82

December 20th 2024 TO December 20th 2025 the Base Rent will be \$9,853.82 per month for a total monthly base rent of \$9,853.82.

December 20th 2025 TO December 20, 2026 Base Rent will be \$10,149.44 per month for a total monthly base rent of \$10,149.44

December 20th 2026 TO December 20, 2027 Base Rent will be \$10,453.92 per month for a total monthly base rent of \$10,453.92

December 20th 2027 TO December 20th 2028 the Base Rent will be \$10,767.54 per month for a total monthly base rent of \$10,767.54

December 20th 2028 TO December 20, 2029 Base Rent will be \$11,090.57 per month for a total monthly base rent of \$11,090.57

December 20th 2030 TO December 20th 2031 the Base Rent will be \$11,423.28 per month for a total monthly base rent of \$11,423.28.

December 20th 2031 TO December 20, 2032 Base Rent will be \$11,765.98 per month for a total monthly base rent of \$11,765.98

December 20th 2025 TO December 20, 2026 Base Rent will be \$12,118.96 per month for a total monthly base rent of \$12,118.96

December 20th 2026 TO December 20, 2027 Base Rent will be \$12,482.23 per month for a total monthly base rent of \$12,482.83

December 20th 2027 TO December 20th 2028 the Base Rent will be \$12,857.01 per month for a total monthly base rent of \$12,857.01

December 20th 2028 TO December 20, 2029 Base Rent will be \$13,242.73 per month for a total monthly base rent of \$13,242.72

December 20th 2029 TO December 20th 2030 Base Rent will be \$13,640.00 per month for a total monthly base rent of \$13,640.00.

December 20th 2030 TO December 20, 2031 Base Rent will be \$14,049.20 per month for a total monthly base rent of \$14,049.20

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December 20th 2031 TO December 20th 2032 the Base Rent will be \$14,470.68 per month for a total monthly base rent of \$14,470.68

December 20th 2032 TO December 20, 2033 Base Rent will be \$14,904.80 per month for a total monthly base rent of \$14,904.80

December 20th 2033 TO December 20th 2034 Base Rent will be \$15,351.94 per month for a total monthly base rent of \$15,351.94

C. ESTIMATED PAYMENTS:

Lessor shall notify Lessee of the Estimated Payments for taxes and insurance from time to time. The Estimated Payments shall be paid by Lessee together with the base rent, on or before the first of day of each month throughout the term of the Lease. The Estimated Payments may be increased or decreased by Lessor upon written notice to Lessee based upon statements received or charges incurred by Lessor, information available to Lessor as to probable cost of expected charges and expenses, or the reasonable estimate of Lessor as to the probable cost of expected charges or expenses. Landlord shall be entitled to retain the monies received from such payments in its general fund pending payment of all such costs and charges. No more frequently than once each calendar quarter the actual costs shall be determined by Lessor. In the event that Lessee paid more than the actual expenses for such a period of time, Lessor shall apply such overpayment towards the next Estimated Payments owing to it by Lessee. At the termination of this Lease, an accounting for such charges and expenses shall be made to the nearest practical accounting period, and Lessee shall pay to Lessor any balance due, or the Lessor shall refund to Lessee any excess amount paid. Sales tax certificate exemption provided by Lessee to exempt Lessor from collecting sales tax provided Lessee maintains exemption certificate in good standing.

Increases in the Estimated Payment amounts shall not be capped or restricted under the terms of this Lease.

At the execution of the Lease, the initial Estimated Payments for taxes and insurance are as follows:

Real Estate Taxes as of November 2019 (660):	\$10,156.88
Real Estate Taxes as of November 2019 (Yard):	\$ 6,803.39
Insurance Flood Policy Yearly (660)	\$ 3,311.00
Insurance GL & Wind Policy Yearly (660)	\$ 4,667.29
Insurance GL Policy Yearly (Yard)	\$ 667.39
TOTAL PER YEAR	\$25,605.95
Rent per month from 12/20/2019 to 12/20/2020	\$ 8,500.00
Insurance, RE taxes / month	\$ 2,133.83
	\$10,633.83

Payments for first 12 months inclusive of taxes, insurance and base rent: **\$10,633.83**



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This is subject to attached conditions.

All monthly Base Rental payments and Estimated Payments shall be delivered to Lessor at 749 West 17th Street, Hialeah, Fl. 33010 or at such other place and to such other entity, as the Lessor may from time to time designate in writing.

SECURITY DEPOSIT:

At the time of the signing of this Lease, Lessee shall pay to Lessor, in trust, a security First, Last and a security deposit of \$10,000.00 to be held and disbursed for Lessee damages to the Property (if any) as provided by law.

D. ADDITIONAL RENTS:

Upon execution of the Lease, Lessee shall pay to Lessor the security deposit in the amount of \$10,000.00 plus first, and last month rent that will be due and payable in the amount of (\$31,267.66). Deposit shall be held by Lessor, without liability for interest, and may be commingled with other funds of Lessor, as security for the faithful performance by Lessee of all the terms, covenants, and conditions of the Lease. If at any time during the term of this Lease any of the rent herein reserved shall be overdue and unpaid, or any other sum payable by Lessee to Lessor hereunder shall be overdue and unpaid, then Lessor may, at the option of Lessor deduct overdue rent or other sums from the monies held as Additional Rent.

F. POSSESSION:

Tenant shall be entitled to possession on the first day of the term of this Lease and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing. At the expiration of the term, Tenant shall remove its goods and effects and peaceably yield up the Premises to Landlord in as good a condition as when delivered to Tenant, ordinary wear and tear excepted.

Lessee will lease back property address 660 nw 125th street for a term period ending March 20th 2020 with an additional option of 2 months at the Landlords sole discretion for a cumulative cost of 5,000.00 per month which will be deducted from total rent monthly cost collected by Lessee.

A handwritten signature in blue ink, appearing to be 'MK' followed by a stylized flourish.

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G. USE OF PREMISES:

Tenant may use the Premises only for _____ the Premises may be used for any other purpose only with the prior written consent by owner, which shall not be

unreasonably withheld. Tenant shall notify Landlord of any anticipated extended absence from the Premises not later than the first day of the extended absence.

H. ALTERATIONS:

Tenant covenants and agrees that all Alterations constructed on the Property or work performed or caused to be performed by Tenant shall be in full compliance with all laws, rules, orders, ordinances, directions, codes, regulations and requirements of all governmental agencies, offices, departments, bureaus and boards having jurisdiction over the Property. Tenant shall provide Landlord with at least 30 day notice, prior to having any construction materials delivered to the Property or commencing construction of any improvements, and shall reasonably cooperate with Landlord in the posting of a notice of non-responsibility.

I. COST OF ALTERATIONS:

Tenant shall pay all costs of constructing any such Alterations approved by Landlord including but not limited to fees and costs charged by architects, engineers, the general contractor, subcontractors, and laborers and material men, and shall not permit any mechanic's or materialmen's lien to be filed against the Property in connection therewith.

J. PROPERTY INSURANCE:

Tenant shall maintain property insurance on the Premises and all improvements against loss or damage by fire and lightning and against loss or damage by other risks in an amount not less than \$ 1,000,000.00. Landlord shall be named as an additional insured in such policies. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force issued by companies reasonably satisfactory to Landlord. Landlord shall receive advance written notice from the insurer prior to any termination of such insurance policies. All insurance proceeds payable by the occurrence of any covered loss shall be payable to Landlord, and Tenant shall have no right or claim to any such insurance proceeds payable with respect to the Improvements, excluding, however, any such proceeds that may be payable with respect to Tenant's personal property or trade fixtures.

Tenant shall also maintain any other insurance that Landlord may reasonably require for the protection of Landlord's interest in the Premises. Tenant is responsible for maintaining casualty insurance on its own property.

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K. LIABILITY INSURANCE:

Tenant shall maintain its own liability insurance on the Premises with personal injury limits of at least \$2,000,000.00 for injury to one person, and \$3,000,000.00 for any one accident, and a limit of at least \$1,000,000.00 for damage to property. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force issued by companies reasonably satisfactory to Landlord. Landlord shall receive advance written notice from the insurer prior to any termination of such insurance policies.

L. MAINTENANCE:

Tenant, shall have the responsibility to maintain the Premises in good repair at all times during the term of this Lease excepting any maintenance and repairs needed for the Property's foundation, structure (the "structure" does not include systems such as air-conditioning, plumbing, and electricity. "Structure" is defined as the exterior walls forming the shell of the commercial warehouse).

All maintenance and repairs of the Property by Tenant will be done in accordance with all applicable building codes, laws, rules, regulations, and ordinances.

All maintenance of the Property's air conditioning units will be done under a service contract obtained by the Tenant with a certified air conditioning company approved by the Landlord. All repairs and maintenance to the Property's air conditioning units shall be done in accordance with the warranty and service guidelines of the air conditioning units' manufacturers.

Tenant will keep the interior/exterior of the Property, together with all fixtures and all electrical, plumbing, heating, air-conditioning and other mechanical installations therein, all doors, and all plate glass and door and window glass, in good order and proper repair at its own expense, using materials and labor of kind and quality equal to the original work, and will surrender the foregoing Premises at the expiration or earlier terminations of this Lease in as good condition as when received, excepting only deterioration caused by ordinary wear. Tenant will also be responsible for keeping roof clean and free of debris.

Except as hereinabove provided, Landlord shall have no obligation to repair, maintain, alter or modify the Premises or any part thereof, or any plumbing, heating, electrical, air-condition or other mechanical installation therein, including parking drains. Under no circumstances shall Landlord be obliged to repair, replace or maintain any plate glass or door or window glass.

Tenant hereby accepts the premises as it is at the beginning of the term of the Lease and agrees to maintain the said premises in the same condition, order, and repair as it is at the commencement of the term of the Lease with the only exception being the reasonable wear and tear arising from the use thereof as identified by this Lease.



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Any maintenance or repairs paid by or charged against the Landlord for maintenance or repairs to items, other than the Property's foundation, structure, or its roof, shall be considered rent and shall be included in any lien for rent due and unpaid.

M. SURRENDER OF PREMISES:

At the expiration of the tenancy hereby created, Tenant shall surrender the leased premises in the same condition as the leased premises were in upon delivery of possession thereto under this lease, reasonable wear and tear and damage by unavoidable casualty excepted, and shall surrender keys for the leased premises to Landlord at the place then fixed from the payment of rent and shall inform Landlord of all combination locks, safes and vaults, if any, in the leased premises. Tenant shall remove all its trade fixtures before surrendering the premises as aforesaid and shall repair any damage to the leased premises caused thereby. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of the lease

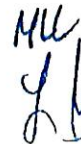
N. UTILITIES AND SERVICES:

Tenant shall be responsible for all utilities and services incurred in connection with the Premises.

O.

TAXES: Taxes attributable to the Premises or the use of the Premises shall be allocated as follows:
REAL ESTATE TAXES: Tenant shall pay all real estate taxes and assessments that are assessed against the Premises during the time of this Lease. Real Property Taxes shall include any form of assessment, license, fee, rent, tax, levy, penalty or tax imposed by any authority having the direct or indirect power to tax, including any improvement district, as against any legal or equitable interest of Landlord in the Premises or as against Landlord's business of renting the Premises. Tenant's share of Real Property Taxes shall be equitably prorated to cover only the period of time within the fiscal tax year during which this Lease is in effect. With respect to any assessments which may be levied against or upon the Premises, and which may be paid in annual installments, only the amount of such annual installments (with appropriate proration for any partial year) and interest due thereon shall be included within the computation of the annual Real Property Taxes.

PERSONAL TAXES: Tenant shall pay all personal taxes and any other charges which may be levied against the Premises and which are attributable to Tenant's use of the Premises, along with all sales and/or use taxes that may be due in connection with lease payments (Sales and/or use taxes are to be paid in addition to the monthly base rent and are not included in the base rent). Accordingly, Tenant shall pay before delinquency all taxes levied or assessed on Tenant's fixtures, improvements, furnishings, merchandise, equipment and personal property in and on the Premises, whether or not affixed to the real property. If Tenant in good faith contests the validity of any such personal property taxes, then Tenant shall at its sole expense defend itself and Landlord against the same and shall pay and satisfy any adverse determination or judgment that may be rendered thereon and shall furnish Landlord with a surety bond satisfactory to Landlord in an amount equal to 150% of such contested taxes. Tenant shall indemnify Landlord against liability for any such taxes and/or any liens placed on the Premises in connection with such taxes. If at any time after any tax or assessment has become due or payable Tenant or its legal representative neglects to pay such tax or assessment, Landlord shall be entitled, but not obligated, to pay the same at any time thereafter and such amount so paid by Landlord shall be repaid by Tenant to Landlord with Tenant's next rent installment together with interest at the highest rate allowable by law.

Handwritten signature in black ink, appearing to be 'MLL' over 'LH'.

Commercial Lease Between M2J2 Realty Group and the City of North Miami.

P. DESTRUCTION OR CONDEMNATION OF PREMISES: If the Premises are partially destroyed by fire or other casualty to an extent that prevents the conducting of Tenant's use of the Premises in a normal manner, and if the damage is reasonably repairable within ninety (90) days after the occurrence of the destruction, and if the cost of repair is less than \$25,000.00, Landlord shall repair the Premises and a just proportion of the lease payments shall abate during the period of the repair according to the extent to which the Premises have been rendered untenable. However, if the damage is not repairable within ninety (90) days, or if the cost of repair is \$25,000.00 or more, or if Landlord is prevented from

repairing the damage by forces beyond Landlord's control, or if the property is condemned, this Lease shall terminate upon twenty days' written notice of such event or condition by either party and any unearned rent paid in advance by Tenant shall be apportioned and refunded to it. Tenant shall give Landlord immediate notice of any damage to the Premises.

Q. DEFAULTS:

Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within 5 days (or any other obligation within 10 days) after written notice of such default is provided by Landlord to Tenant, Landlord may take possession of the Premises without further notice (to the extent permitted by law), and without prejudicing Landlord's rights to damages. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to Tenant's financial obligations under this Lease. Tenant shall pay all costs, damages, and expenses (including reasonable attorney fees and expenses) suffered by Landlord by reason of Tenant's defaults. All sums of money or charges required to be paid by Tenant under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent". The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

If the Lessee shall become insolvent or if bankruptcy proceedings shall be begun by or against the Lessee, before the end of said term the Lessor is hereby irrevocably authorized at its option, to forthwith cancel this lease, as for a default. Lessor may elect to accept rent from such receiver, trustee, or other judicial officer during the term of their occupancy in their fiduciary capacity without effecting Lessor's rights as contained in this contract, but no receiver, trustee or other judicial officer shall ever have any right, title or interest in or to the above described property by virtue of this contract.

R. LATE PAYMENTS: For each payment that is not paid within five (5) days after its due date, Tenant shall pay a late fee equal to 5 percent of the required payment.



Commercial Lease Between M2J2 Realty Group and the City of North Miami.

S. CUMULATIVE RIGHTS:

The rights of the parties under this Lease are cumulative and shall not be construed as exclusive unless otherwise required by law.

NON-SUFFICIENT FUNDS:

Tenant shall be charged \$ 125.00 for each check that is returned to Landlord for lack of non-sufficient funds.

T. REMODELING OR STRUCTURAL IMPROVEMENTS:

Tenant shall have the obligation to conduct any construction or remodeling (at Tenant's expense) that may be required to lawfully use the Premises as Retail or as approved by owner with the exception of the following that will be done by Landlord:

U. Landlord will pressure wash exterior of the warehouse, remove all signage and repaint affected areas prior to Tenant's occupancy. Landlord will touch up walls

Tenant may also construct such fixtures on the Premises (at Tenant's expense) that appropriately facilitate its use for such purposes. Such construction shall be undertaken, and such fixtures may be erected only with the prior written consent of the Landlord that shall not be unreasonably withheld. Tenant shall not install awnings or advertisements on any part of the Premises without Landlord's prior written consent. At the end of the lease term, Tenant shall be entitled to remove (or at the request of Landlord shall remove) such fixtures and shall restore the Premises to substantially the same condition of the Premises at the commencement of this Lease.

V. ACCESS BY LANDLORD TO PREMISES:

Subject to Tenant's consent (which shall not be unreasonably withheld), Landlord shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective buyers, mortgagees, tenants or workers. However, Landlord does not assume any liability for the care or supervision of the Premises. As provided by law, in the case of an emergency, Landlord may enter the Premises without Tenant's consent. During the last three months of this Lease, or any extension of this Lease, Landlord shall be allowed to display the usual "To Let" signs and show the Premises to prospective tenants.

W. INDEMNITY REGARDING USE OF PREMISES:

To the extent permitted by law, Tenant agrees to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Landlord may suffer or incur in connection with Tenant's possession, use or misuse of the Property.

Commercial Lease Between M2J2 Realty Group and the City of North Miami.

It is expressly agreed and understood by and between the Parties to this Lease that the Landlord shall not be liable for any damages or injuries that may be sustained by the Tenant or other person/entity or for any damages or injury resulting from carelessness, negligence, or improper conduct on the part of the Tenant, its agents, or employees.

It is expressly agreed and understood by and between the Parties to this Lease that all personal property placed or moved in the premises above described shall be at the risk of the Lessee or said owner thereof, and Lessor shall not be liable for any damage to said personal property arising from any act of negligence of the Tenant or any other person whomever.

X. DANGEROUS MATERIALS:

Tenant shall not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Landlord is obtained and proof of adequate insurance protection is provided by Tenant to Landlord. However, Tenant shall be entitled to use and store only those Hazardous Materials, that are necessary for Tenant's business, provided that such usage and storage is in full compliance with all applicable local, state and federal statutes, orders, ordinances, rules and regulations (as interpreted by judicial and administrative decisions). Tenant shall not keep or store on the Premises chemicals in quantities, amounts, concentrations or type which are in excess of those permitted by local, state or federal laws, regulations or ordinances.

Tenant shall give to Landlord immediate verbal and follow-up written notice of any spills, releases or discharges of Hazardous Materials on the Premises, or in any common areas or parking lots (if not considered part of the Premises), caused by the acts or omissions of Tenant, or its agents, employees, representatives, invitees, licensees, subtenants, customers or contractors. Tenant covenants to investigate, clean up and otherwise remediate any spill, release or discharge of Hazardous Materials caused by the acts or omissions of Tenant, or its agents, employees, representatives, invitees, licensees, subtenants, customers or contractors at Tenant's cost and expense; such investigation, clean up and remediation to be performed after Tenant has obtained Landlord's written consent, which shall not be unreasonably withheld; provided, however, that Tenant shall be entitled to respond immediately to an emergency without first obtaining Landlord's written consent. Tenant shall indemnify, defend and hold Landlord harmless from and against any and all claims, judgments, damages, penalties, fines, liabilities, losses, suits, administrative proceedings and costs (including, but not limited to, attorneys' and consultant fees) arising from or related to the use, presence, transportation, storage, disposal, spill, release or discharge of Hazardous Materials on or about the Premises caused by the acts or omissions of Tenant, its agents, employees, representatives, invitees, licensees, subtenants, customers or contractors. Tenant shall not be entitled to install any tanks under, on or about the Premises for the storage of Hazardous Materials without the express written consent of Landlord, which may be given or withheld in Landlord's sole discretion.



Commercial Lease Between M2J2 Realty Group and the City of North Miami.

Y. COMPLIANCE WITH ALL APPLICABLE LAWS:

Tenant shall promptly comply with all laws, ordinances, requirements and regulations of the federal, state, county, municipal and any other authorities, and relevant insurance underwriters. However, Tenant shall not by this provision be required to make alterations to the exterior of the building or alterations of a structural nature.

Tenant will be responsible for making sure that it obtains all permits necessary for its occupancy, use, and possession of the Property.

Z. MECHANICS LIENS:

Neither the Tenant nor anyone claiming through the Tenant shall have the right to file mechanics liens or any other kind of lien on the Premises and the filing of this Lease constitutes notice that such liens are invalid. Further, Tenant agrees to (1) give actual advance notice to any contractors, subcontractors or suppliers of goods, labor, or services that such liens will not be valid, and (2) take whatever additional steps that are necessary in order to keep the premises free of all liens resulting from construction done by or for the Tenant.

SUBORDINATION OF LEASE:

This Lease is subordinate to any mortgage that now exists, or may be given later by Landlord, with respect to the Premises.

AA. ASSIGNABILITY/SUBLETTING:

Tenant may not assign or sublease any interest in the Premises, nor effect a change in the majority ownership of the Tenant (from the ownership existing at the inception of this lease), nor assign, mortgage or pledge this Lease, without the prior written consent of Landlord.

BB. ABANDONMENT:

If the Lessee shall abandon or vacate said premises before the end of the term of this lease, or shall suffer the rent to be in arrears, the Lessor may, at his option, forthwith cancel this lease or he may enter said premises as the agent of the Lessee, by force or otherwise, without being liable in any way there for, and relet the premises with or without any furniture that may be therein, as the agent of the Lessee, at such price and upon such terms and for such duration of time as the Lessor may determine, and receive the rent there for, applying the same to the payment of the rent due by these presents, and if the full rental herein provided shall not be realized by Lessor over and above the expenses to Lessor in such re-letting, the said Lessee shall pay any deficiency, and if more than the full rental is realized Lessor will pay over to said Lessee the excess of demand.

CC. SIGNAGE:

It is hereby understood and agreed that any signs or advertising to be used, including awnings, in connection with the premises leased hereunder shall be first submitted to the Lessor for approval before installation of same. All monument walls and tenant signs on monument walls for the purpose of advertising is the responsibility of the tenant.



Commercial Lease Between M2J2 Realty Group and the City of North Miami.

DD. TRASH REMOVAL

Trash and waste removal will be the responsibility of the Lessee. Lessee agrees to maintain the Property free of trash and waste.

EE. OPTION TO RENEW:

Lessor agrees to grant to Lessee an option to renew said Lease for an additional, single five (5) year term, the financial terms of this option period will be 150% that of the market value at the time of said option. This option will have the same terms and conditions as set forth above, except for the following terms:

For each option period, starting with year one (1) of said option period, there will be a 3% increase to the Base Rent.

If, for any reason during the original term of the Lease, Tenant is in default of the Lease for any reason, the Landlord, at its option, may declare the Tenant ineligible for the option.

Lessee must notify Lessor in writing, at least (120) days prior to lease end, if Lessee wants to exercise said option.

FF. FURNITURE, FIXTURES, GOODS, AND CHATTEL:

The said Lessee hereby pledges and assigns to the Lessor all the furniture, fixtures, goods and chattels of said Lessee, which shall or may be brought or put on said premises as security for the payment of the rent herein reserved, and the Lessee agrees that the said lien may be enforced by distress for foreclosure or otherwise at the election of the said Lessor, and does hereby agree to pay attorney's fees often (10%) percent of the amount so collected or found to be due, together with all costs and charges therefore incurred or paid by the Lessor.

GG. GOVERNING LAW AND VENUE FOR DISPUTE RESOLUTION:

This Lease shall be construed in accordance with the laws of the State of Florida. All litigation stemming from any disputes arising between the Parties shall be filed in the appropriate State Court in Miami-Dade County, Florida.

The prevailing party to any litigation between the Parties shall be entitled to recover from the losing party all of its reasonable attorney's fees and costs.

LL. ENTIRE AGREEMENT/AMENDMENT:

This Lease Agreement contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

Commercial Lease Between M2J2 Realty Group and the City of North Miami.

JJ. SEVERABILITY:

If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

KK. WAIVER:

The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

LL. BINDING EFFECT:

The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors and assigns.

MM. SIGNATURES AND NOTICE:

It is understood and agreed between the parties hereto that written notice mailed via certified mail or hand-delivered to the premises leased hereunder shall constitute sufficient notice to the Lessee and written notice mailed via certified mail or hand-delivered to the office of the Lessor shall constitute sufficient notice to the Lessor, to comply with the terms of this contract. The office of the Lessor is located at 660 NW 125th Street, North Miami, FL 33168.

NN. PARKING:

During the tenancy of the Lease, Tenant is responsible for the maintenance, control, supervision, and policing of the Property's parking lot area. This includes the maintenance and care of the lighting in the said parking area and cleaning storm drains with proof of receipt annually.

To the extent permitted by law, Tenant agrees to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Landlord may suffer or incur in connection with Tenant's possession, use or misuse of the Property's parking area.

It is expressly agreed and understood by and between the Parties to this Lease that the Landlord shall not be liable for any damages or injuries that may be sustained by the Tenant or other person, entity or for any damages or injury resulting from carelessness, negligence, or improper conduct on the part of the Tenant, its agents, or employees regarding the Property's parking area or any area on property.



Commercial Lease Between M2J2 Realty Group and the City of North Miami.

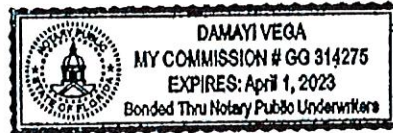
It is expressly agreed and understood by and between the Parties to this Lease that all personal property placed or left in the Property's parking area shall be at the risk of the Lessee or said owner thereof, and Lessor shall not be liable for any damage to said personal property arising from any act of negligence of the Tenant or any other person whomever.

IN WITNESS WHEREOF, the Parties hereto have herunto executed this instrument for the purpose herein expressed, the day and year above written.



Mark LLerena,
President of M2J2 Realty Group, LLC
Date: 12/14/2019

STATE OF FLORIDA
COUNTY OF MIAMI-DADE



The foregoing instrument was acknowledged before me this 14 day of December month, By Mark LLerena, who is personally known by me or produced the following identification:

Notary Name: [Signature]
Larry M. Spring, A.R., C.P.A.
City Manager of City of North Miami
Date: 12/20/19

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 20th day of Dec. month, By Larry M. Spring, who is personally known by me or produced the following identification:

[Signature]
Notary Name: _____



**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.

IWO #19-894 (JPC)



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.

IWO #19-894 (JPC)

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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.

IWO #19-894 (JPC)

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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

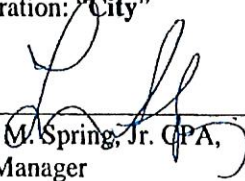
Date: 12/26/19

Date: 12/26/19

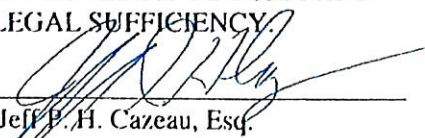
ATTEST:

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

IWO #19-894 (JPC)



January 10, 2020

City of North Miami
776 NE 125 Street
North Miami, FL 33161

Re: Pre-Super Bowl / VIP Welcome Party
With Caribbean Celebrity Chefs
Event Date: Friday, January 31, 2020

Please remit the following funds:

Invoice #	Item / Project	Amount
2051	VIP Welcome Party Chefs selections and services (Proposal attached)	\$36,841.02

Checks may be mailed to:

Haitian-American Chamber of Commerce of Florida
1125 NE 125th Street, Suite 208
North Miami, Fl. 33161

Wire Transfers may be processed to:

Account # 003772817560 **ABA:** 063100277 **Swift:** BOFAUS3N
Wire Transfer: 026009593

TAX ID - 20-2373322

Note: A **50%** deposit is required at time of acceptance of this proposal to reserve the chefs' services. Balance of payment is due 7 days **prior** to the event.

Should you have any questions, please contact Pierre Saliba at 305-733-9066 or email us at info@haccocf.com or psaliba@bellsouth.net.

Thank you for your service!

Please visit our website at www.haccocf.com for updates on current events, member functions, fundraisers, networking opportunities and more!



Pre-Super Bowl VIP Party "Caribbean Celebrity Chefs"

Contract: City of North Miami / Celebrity Chefs

Event Date: Friday, January 31, 2020

al
1/24/20

**Haitian American Chamber of Commerce of Florida (HACCOF)
Caribbean Celebrity Chefs Tasting - Contract – Pre-Super Bowl Event**

HACCOF will serve as a liaison to the City of North Miami and the celebrity chefs to provide food tasting for approximately 800 people. The event will take place at the NOMI Red Garden located in North Miami on Friday, January 31, 2020 at 5 pm. The Caribbean Chefs desire reasonable access to kitchen accessories to prepare, cook and serve food. The Chefs' biographies are listed below along with the fees associated to the event.

Chefs' Background

Chef Alain Lemaire

Chef Alain Lemaire, a Johnson & Wales University graduate. Participated in many festivals around the world, including Montreal's Taste of the Caribbean, South Beach Wine and Food Festival in Miami, and the A La Carte Food and Culture Festival in New York.

Co-founder and executive chef of catering companies Sensory Delights and Arome Catering and creator of a special project called Soleil Entertainment, which promotes Haitian Culture through theater, music, poetry and other artforms

- 2017 – Top 20 under 40 Haitian Young Professional
- 2015 - Food Network's Cutthroat Kitchen contestant
- 2011 - Co-founder of the Haitian Culinary Alliance
- World Central Kitchen, a network of chefs combatting hunger and poverty around the world.

Chef Thia (Cynthia Verna)

Le Cordon Bleu Culinary Institute graduate. She created her company "Chef Thia's Cuisine".

She scored big for Haiti as winner of the extremely prestigious and competitive Embassy Chef Challenge in Washington D.C. On TV, she has served as co-host of Taste the Islands, season 2.

- She is the co-author of 50 Favorite Haitian Recipes.
- Taste the Islands Essentials (Volume 2).
- She received a Proclamation from the Mayor of North Miami in 2017 - November 18, 2017 was proclaimed "Chef Thia's Day" in the City of North Miami.

Chef Jouvens Jean

He developed his own interest in cooking by working in restaurants around Miami and up to such reputable establishments as Baleen Restaurant in Grove Isle Resort in Coconut Grove and The Conrad Miami in Brickell. He eventually ended at Sawa Lounge and Restaurant where he took on the role of Executive Chef and, along with his team, won Sawa the highly coveted 5 Diamond Award.

- Earned a Gold Medal at the Taste of the Caribbean festival
- Was a winner on Food Network's Chef Wanted.

Determined to share his success with the Haitian people, Jouvens also created The Chef Jouvens Foundation, which provides Haitian Children and youth with access to food and nutritional education, as well as expert culinary training.

Hugh Sinclair, a.k.a. Chef Irie Spice

The Global Culinary Architect, is the executive chef of Chef Irie Spice Inc. - Personal Chef and Catering Services, providing services to the tri-county area of South East Florida.

- Earned a Bachelor from the renowned School of Architecture at the University of Florida and worked for several years as an architect.
- Hugh always had a passion for cooking and felt right at home in the kitchen. He then in Johnson & Wales University's Culinary Arts program embarking on his culinary journey. Hugh has taken on the South Florida culinary landscape by storm.
- Being a personal chef has allowed him to work with entertainers, athletes and many South Florida elite.
- Chef's highly anticipated and critically acclaimed TV cooking miniseries, "Taste the Islands with Chef Irie", was launched nationwide on April 4th 2015 in 135 PBS markets.
- Chef Irie competed and made it to the second round of Food Network's ever popular series, Cutthroat Kitchen and has completed season II of Taste the Islands.

Activities				
	Chef Alain Lemaire (Located In Miami)	"Chef Thia" Cynthia Verna (Located in Palm Beach)	Chef Jouvens Jean (Located in Miami)	Hugh Sinclair, a.k.a. Chef Irie Spice
Food Tasting/materials or ingredients	250 people	250 people	For 250 people	250 people
Staffing	Included in fees	Included in fees	Included in fees	Included in fees
Payment Conditions	50% down 50% 7 days prior to event	50% down 50% 7 days prior to event	5 days prior to event	50% deposit
Menu	<ul style="list-style-type: none"> • Slider w piman book sauce • Burger lakay with djon cream & pikliz • Smoke herring with marinade w sauce 	<ul style="list-style-type: none"> • Griot • Riz National • Papita 	<ul style="list-style-type: none"> • Tassot • Plantain • Legumes • White rice 	<ul style="list-style-type: none"> • Mojo shredded chicken w/ pikliz • Plantain puree • White bean salad • Jerk shrimp, tamarind sauce
Travel	n/a	n/a	n/a	n/a
Other	<ul style="list-style-type: none"> • Client to provide linens, tables, utensils etc. • Hot Boxes • Tables (4) 6 food Tables • Cooler if possible • Burner if possible • Misc. supplies 	<ul style="list-style-type: none"> • Client to provide linens, tables, utensils etc. • Hot Boxes • Tables (4) 6 food Tables • Cooler if possible • Burner if possible • Misc. supplies 	<ul style="list-style-type: none"> • Client to provide linens, tables, utensils etc. • Hot Box • Tables (4) 6 food Tables • Cooler if possible • Burner if possible • Misc. supplies 	<ul style="list-style-type: none"> • Client to provide linens, tables, utensils etc. • Hot Boxes • Tables (4) 6 food Tables • Cooler if possible • Burner if possible • Misc. supplies

BUDGET

Proposed Budget	
Chefs' Fees	\$21,000.00
Marketing & Advertising	\$5,000.00
Liability Insurance	\$352.19
Printing	\$500.00
Miscellaneous supplies rental	\$5,160.00
Subtotal Combined:	\$32,012.19
HACCOF's Admin Fees 15%	<u>\$4,801.83</u>
Grand Total:	\$ 36,841.02

About Haitian-American Chamber of Commerce of Florida (HACCOF)

The Haitian-American Chamber of Commerce of Florida (HACCOF) serves as a resource for its members, partners and businesses, dedicated to serving their needs and the economic development of the broader Haitian-American community.

HACCOF is the leading organization to bring businesses together and acts as an advocate for Haitian and Haitian-American enterprises. We are the premier voice for the business community to the public, the media and government entities.

*Submitted by Pierre Saliba, Board Treasurer
Friday, January 10, 2020
1125 NE 125 Street #208* North Miami, FL 33161*

**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

[The remainder of this page is intentionally left blank]

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
Tresa Sanders
Witness Name: Tresa Sanders
Witness Date: 1/2/2020

By: _____
DocuSigned by:
Luther Campbell
Luther Campbell
Promoter Name: Luther Campbell
Promoter Date: _____

ATTEST:

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

DocuSigned by:
[Signature]
Vanessa Joseph, Esq., City Clerk

DocuSigned by:
Larry M. Spring, Jr.
Larry M. Spring Jr., CPA, City Manager

City Clerk Date Signed

City Manager Date Signed

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

DocuSigned by:
Jeff P. H. Cazeau
Jeff P. H. Cazeau, Esq., City Attorney

City Attorney Date Signed

Expenditures



CITY OF NORTH MIAMI
 776 NE 125 ST
 NORTH MIAMI, FL 33161

DATE
1/6/2020

PO NUMBER
273922
REQ NUMBER
0024736

VENDOR:0021670

ABC PARTY RENTALS, INC. DBA, DIAMONETTE PARTY RENTALS
 11091 NW 27TH STREET
 SUITE 100
 DORAL, FL 33172

SHIP TO: DEPT. WILL MAKE ARRANGEMENTS
 TO PICK UP
 NORTH MIAMI, FL 33161

Vendor Phone: (305) 592-1223

Vendor Fax:

Dept. Contact: JOHNSON, NAKIA

Contact Phone: (305) 895-9830

Terms: Net 30 Days

FOB Point:

Contract No:

Special Inst: PLEASE CALL MR. SOREY FOR THE SET UP LOCATION

Quantity	Unit	Description	Unit Price	Ext. Price
		CRA - RED GARDENS TENT RENTAL AND MORE. SEE QUOTE Q127876 FOR DETAIL INFORMATION.		100,373.20

BILL TO: CITY OF NORTH MIAMI
 ACCOUNTS PAYABLE
 PO BOX 619085
 MIAMI, FL 33261

Tax Exempt # 85-8012621653C-5
 Federal ID # 59-6000390

SUBTOTAL	100,373.20
TAX	EXEMPT
FREIGHT	0.00
TOTAL	100,373.20

Account Number	Amount	Account Number	Amount

Purchasing Manager

VENDOR COPY

City Manager (over \$5,000)

TERMS AND CONDITIONS

Entire Agreement: The terms, specifications & drawings included in this order when duly executed constitute the entire agreement between the parties, unless otherwise stated on the face of the order. No additions or modification of waiver of the terms of this agreement shall be binding unless in writing, signed by a duly authorized representative of the City & confirmed by a representative of the vendor. This agreement shall be interpreted in accordance with the laws of the State of Florida, with venue or any action to be in Miami-Dade County.

Deliveries: In the event of failure to deliver the material of the quality or within the time specified, the City may cancel the order & buy elsewhere. Failure of the City to exercise this option respect to any installment shall not be deemed a waiver with respect to future installments, if any.

Inspections: Material shall be received subject to the City's right to inspect & test all material before acceptance. Vendor shall pay transportation costs & the cost of inspecting & testing of materials in which are rejected.

Acceptance: A Purchase Order if given for "immediate acceptance" by the VENDOR. Unless promptly notified to the contrary, the CITY will assume the VENDOR accepts the order as written and will make delivery as specified on the document. Payment of the good(s) covered by this order shall not constitute acceptance, only written acceptance by the City shall constitute acceptance. Shipping of any part of this order without written acceptance constitutes the vendors acceptance of order & all conditions imposed by the City, including these terms & conditions.

Contingencies: Neither party shall be liable for delays or default due to acts of God, government authority or public enemy, war, fires, flood, epidemics, strikes, labor, troubles, freight embargos or contingencies reasonably beyond its' controls. The party so affected, upon prompt written notice to the other party, shall be excused from making or taken deliveries to the extent of such prevention or restriction. At the City's option deliveries omitted shall be made, on notice to the vendor upon occasion of such contingency, even though such may have been operative at the date of this order.

Government regulations: Vendor warrants that all applicable laws & regulations of any government authority, covering this production, sale & delivery of the materials specified, have been complied with & shall indemnify & save the City harmless from & against any liability or loss resulting from Vendor's failure to so comply.

Taxes: City of North Miami is Tax Exempt from State and Local taxes (see number listed below).

Warranties: In additions to all warranties established by statute or common law, or set forth elsewhere in this order. Vendor expressly warrants that all material or services covered shall conform to all specifications, drawings, samples, & descriptions furnished, & shall be of best quality & fit & sufficient for the purpose for which purchased, merchantable of good material & workmanship & free from all patent & latent defects. The City failure to give notice to Vendor of any breach of warranty shall not discharge Vendor's liability. Without limiting the generality of the foregoing, Vendor agrees to be responsible for all defects in design, workmanship & materials which may become apparent within twelve months of receipt by the City.

Patents: Vendor shall protect & indemnify City against all claims, judgments & expenses arising from infringements or alleged infringement of any United States patent for any of the goods delivered. Vendor shall defend or settle at its own expense any proceeding brought against the City for such infringement provided Vendor is notified promptly of the commencement of such proceedings & is given authority, information, & assistance by the City for the defense or settlement.

Installation: If this order required the service of experts or employees on City's premise, such experts or employees shall not be deemed to be the agents or employee of the City. Such parties shall be subject to the City's safety rules & fire regulations. Vendor assumes full responsibility for all acts & omissions & agrees to save City harmless for any claim & to accept exclusive liability for payroll & other taxes imposed upon the employer by law. Vendor will undertake to keep the materials & premises involved free from any lien for materials & labor incident to the performance of Vendor's obligations.

Non-disclosure: Without prior written consent of the City in each instance, Vendor shall not reveal to a third party the details, characteristics or any information or materials made to the special order of City or use reproductions thereof in any promotional media or reveal that Vendor is purchasing the materials ordered, unless otherwise required by law.

Assignment: Vendor shall not assign this order or any part thereof without consent of the City. Such consent will not relieve Vendor from its obligations & liabilities.

Changes: City reserves right to change specifications & delivery dates. Any resultant contract difference shall be equitably adjusted, in writing.

Occupational Safety & Health Act: Vendor certifies that all material, equipment or other items supplied under terms of the Purchase Order meets all O.S.H.A. requirements. Vendor further certifies that, if the material, equipment, or other items, delivered is subsequently found to be deficient in any O.S.H.A. requirement in effect on date of delivery, all costs necessary to bring the material, equipment, or other items into compliance with the requirements shall be borne by the Vendor. MSDA sheets must accompany appropriate orders of said materials.

Limitations of Liability: Vendor agrees that the City shall not be liable for any damage in excess of the contract price of the materials ordered. Vendor specifically waives all special or consequential damages. All orders are shipped FOB Destination.

Contractor agrees to defend, indemnify & hold harmless the City from & against any & all claims, suits damages, liabilities, or causes of action arising during the terms of this Agreement, arising out of, related to, or in conjunction with this Agreement including personal injury, loss of life or damage to property & from & against any order, judgments or decrees which may be entered, & from & against all costs, attorney's fees, expenses & lawsuits incurred at both trial & appellate levels.

City of North Miami Tax Exempt # is: 85-8012621653C-5 Effective 6/30/2017 thru 6/30/2022



HARVARD

TECHNOLOGY | ADVERTISING & PR GROUP

HARVARD TECHNOLOGY-ADVERTISING & PR GROUP
740 NW 122 STREET
NORTH MIAMI, FL 33168
954-860-4797

INVOICE # 99821
INVOICE DATE: 1/27/20
Payment@harvardtechgroup.com

BILL TO:
CITY OF NORTH MIAMI
776 NE 125 STREET
NORTH MIAMI, FL 33161

BALANCE DUE
Upon Receipt
\$40,000.00

Item Description	Quantity	Price Per	Total
RED GARDEN 12351 NW 7 TH AVE SUPER BOWL WEEKEND JANUARY 30-FEBRUARY 2, 2020 FESTIVITIES WHICH INCLUDE BUT NOT LIMITED TO MULTIPLE BANDS, MARKETING, DJ, MC, SOUND, ETC...			\$40,000.00
- BANDS (COMPAS & FOLKLORIC)	5		25,500
- MARKETING	1		6,000
- DJ	2		1,600
- MC	1		2,000
- SOUND ENGINEERS	1		3,000
- ADMINISTRATIVE FEES	1		2,400
		Total Due	\$40,000.00

HARVARD TECHNOLOGY - ADVERTISING & PR GROUP LLC
740 NW 122 STREET | NORTH MIAMI, FL 33168
Tel. 954-860-4797 | Email. patrick@harvardtechgroup.com
Thank you for your business!

Approved
LD 1/30/20

Innovative Multi-Media Services Inc.

3316 SW 173 way
Miramar FL 33029

Invoice

Date	Invoice #
1/18/2020	180850

Bill To
776 NE 125 Street North Miami, FL 33161

Re: NoMi Red Garden Proj.
@ Denmark Property

RECEIVED

JAN 24 2020

North Miami
COMMUNITY REDEVELOPMENT AGENCY

P.O. No.	Terms	Project

Description	Qty	Rate	Amount
Project Red Garden Small Concert Sound System Installation for City of North Miami: • Provide concert sound system rental based on specifications provided by owner • System set up and modulation • Terminations & Setup Sales Tax	2	4,500.00	9,000.00T
		0.00%	0.00

NoMi Yard/Red Garden Acct.

<p>RECEIVABLES</p> <p>RECEIVED DATE: 1/24/2020</p> <p>VENDOR #: 0014642</p> <p>DOC#: 429189</p> <p>89,000.00</p> <p>ACCOUNT: 002-21-572004-512-820-000</p> <p>SIGNED/PROXY: YFM</p> <p>These goods or services have been received, found to be satisfactory and this invoice is approved for payment</p>

Total	\$9,000.00
Payments/Credits	\$0.00
Balance Due	\$9,000.00

Innovative Multi-Media Services Inc.

3316 SW 173 way
Miramar FL 33029

Invoice

Date	Invoice #
1/18/2020	180849

Bill To
North Miami CRA ATTN :North Miami CRA 12330 NE 8ave North Miami, FL 33161

RECEIVED

JAN 23 2020

NORTH MIAMI
COMMUNITY REDEVELOPMENT AGENCY

P.O. No.	Terms	Project

Description	Qty	Rate	Amount
Red Garden potter potty pump out Sales Tax <i>@ Denmark Property</i>	1	125.00 0.00%	125.00T 0.00
<p><i>No Mi Yard/Red Garden Acct.</i></p> <div style="border: 1px solid black; padding: 5px;"> <p>RECEIVABLES RECEIVED DATE <i>1/23/2020</i> VENDOR # <i>0014692</i> INVOICE # <i>479123</i> PO # <i>8125.66</i> ACCOUNT # <i>002-2157004-512-820 000</i> SIGNED/PROXY: <i>[Signature]</i></p> <p><small>These goods or services have been received, found to be satisfactory and this invoice is approved for payment</small></p> </div>			
		Total	\$125.00
		Payments/Credits	\$0.00
		Balance Due	\$125.00

Innovative Multi-Media Services Inc.

3316 SW 173 way
Miramar FL 33029

Invoice

RUSH!

as per Deputy City Manager's letter, 1/6/20

Date	Invoice #
1/6/2020	180840

Bill To
North Miami CRA ATTN :North Miami CRA 12330 NE 8ave North Miami, FL 33161

RECEIVED

JAN 10 2020

NORTH MIAMI
COMMUNITY REDEVELOPMENT AGENCY

P.O. No.	Terms	Project

Description	Qty	Rate	Amount
<p>PROJECT RED GARDEN Innovative Multi media Services will furnish, install a Audio system (8) Two-Way High-Output Indoor-Outdoor Monitor Speaker (2) Crown speaker Power Amplifier 2-channel (2) Crown Sub Amp Power Amplifier 2-channel (1) Digital Mixer Remote-controlled Digital Mixer 16-channel Mixer For IOS/Android/Mac/PC (4) Subwoofers (1) Mic The D5 professional dynamic vocal microphone for lead and backing vocals (500 feet) 12-2 Speaker cable Termination and programming Sales Tax</p> <p><i>NoMi Yard/Red Garden Acct.</i></p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p>RECEIVABLES RECEIVED DATE: 1/10/2020 VENDOR #: 0014042 DOC#: 1283-10 AMOUNT: \$13,960.00 ACCOUNT: 002-21-512004-512-820-000 SIGNED/PROXY: <i>dm</i></p> <p><small>These goods or services have been received, found to be satisfactory and this invoice is approved for payment</small></p> </div>		13,960.00	13,960.00
		0.00%	0.00
		Total	\$13,960.00
		Payments/Credits	\$0.00
		Balance Due	\$13,960.00

Innovative Multi-Media Services Inc.

3316 SW 173 way
Miramar FL 33029

Invoice

RUSH!
as per Deputy City
Manager Aubrey Saeg, Jr.

Date	Invoice #
1/6/2020	180842

Bill To
North Miami CRA ATTN :North Miami CRA 12330 NE 8ave North Miami, FL 33161

RECEIVED

JAN 10 2020

NORTH MIAMI
COMMUNITY REDEVELOPMENT AGENCY

P.O. No.	Terms	Project

Description	Qty	Rate	Amount																
PROJECT RED GARDEN DMarc Extension from neighboring bldg to Red garden site : • Install Cat 6 550Mhz burial cable (2 data drops) • Install conduit and boxes • Terminations/Labor Sales Tax		1,970.00	1,970.00T																
		0.00%	0.00																
<p>Nomi Yard/Red Garden Acct.</p> <table border="1"> <tr> <td colspan="2">RECEIVABLES</td> </tr> <tr> <td>RECEIVED DATE</td> <td>1-10-2020</td> </tr> <tr> <td>VENDOR #</td> <td>0014642</td> </tr> <tr> <td>UOC#</td> <td>428392</td> </tr> <tr> <td></td> <td>\$1,970.00</td> </tr> <tr> <td>ACCOUNT</td> <td>002-21-572004-512-820-000</td> </tr> <tr> <td>SIGNED/PROXY</td> <td>XSM</td> </tr> <tr> <td colspan="2">These goods or services have been received, found to be satisfactory and this invoice is approved for payment</td> </tr> </table>			RECEIVABLES		RECEIVED DATE	1-10-2020	VENDOR #	0014642	UOC#	428392		\$1,970.00	ACCOUNT	002-21-572004-512-820-000	SIGNED/PROXY	XSM	These goods or services have been received, found to be satisfactory and this invoice is approved for payment		
RECEIVABLES																			
RECEIVED DATE	1-10-2020																		
VENDOR #	0014642																		
UOC#	428392																		
	\$1,970.00																		
ACCOUNT	002-21-572004-512-820-000																		
SIGNED/PROXY	XSM																		
These goods or services have been received, found to be satisfactory and this invoice is approved for payment																			
		Total	\$1,970.00																

Payments/Credits	\$0.00
Balance Due	\$1,970.00

Innovative Multi-Media Services Inc.

3316 SW 173 way
Miramar FL 33029

Invoice

Date	Invoice #
1/9/2020	180843

RUSH!

as per Deputy
City Manager
Catherine Sorey, Jr.

RECEIVED

JAN 10 2020

NORTH MIAMI
COMMUNITY REDEVELOPMENT AGENCY

Bill To
North Miami CRA ATTN :North Miami CRA 12330 NE 8ave North Miami, FL 33161

P.O. No.	Terms	Project

Description	Qty	Rate	Amount
LCD Visual System Installation for City of North Miami: • Install (16) 4K 65" HD Smart TV • Install (16) LCD Pole Mount Brackets (75lbs) • Install (16) HDMI Cat 6 Extenders • Install (1) 4Max Indoor/Outdoor Antenna • Terminations & Setup Sales Tax	16	1,697.10188	27,153.63T
		0.00%	0.00

NoMi Yard / Red Garden Area

RECEIVABLES
 RECEIVED DATE 1/10/2020
 VENDOR # 0014042
 UIC# 478393
 PO # 21,153.63
 ACCOUNT 002-21-572004512-820-000
 SIGNED/PROXY [Signature]
 These goods or services have been received, found to be satisfactory and this invoice is approved for payment

Total	\$27,153.63
Payments/Credits	\$0.00
Balance Due	\$27,153.63

Innovative Multi-Media Services Inc.

3316 SW 173 way
Miramar FL 33029

RUSH!

as per Deputy
City Manager
Arthur Sney, Jr

Invoice

Date	Invoice #
1/6/2020	180839A

Bill To
North Miami CRA ATTN :North Miami CRA 12330 NE 8ave North Miami, FL 33161

RECEIVED

JAN 10 2020

NORTH MIAMI
COMMUNITY REDEVELOPMENT AGENCY

P.O. No.	Terms	Project

Description	Qty	Rate	Amount
<p>PROJECT RED GARDEN</p> <p>Supply and install</p> <p>Wireless Access Point Installation for City of North Miami:</p> <ul style="list-style-type: none"> • Install (8) wireless access points #UAP-AC-M-PRO-US • Install (2) POE managed switches #US-8-60W • Install Cat 6 cabling for access points • AC power to each device provided by others • Mounting locations of devices to be determined in the field • Network throughput is based on customers allocated data bandwidth • Terminations & Setup <p>Sales Tax</p> <p>NoMi Yard / Red Garden Acct.</p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p>RECEIVABLES</p> <p>RECEIVED DATE: 1-10-2020</p> <p>VENDOR #: 0014642</p> <p>DOC#: 178387</p> <p>AMOUNT: \$7,565.00</p> <p>ACCOUNT: 002-21-512004-512-820-0000</p> <p>APPROVED/PROXY: [Signature]</p> <p><small>These goods or services have been received, found to be satisfactory and this invoice is approved for payment</small></p> </div>		7,565.00	7,565.00
		0.00%	0.00
		Total	\$7,565.00
		Payments/Credits	\$0.00
		Balance Due	\$7,565.00

Innovative Multi-Media Services Inc.

3316 SW 173 way
Miramar FL 33029

Invoice

Date	Invoice #
2/3/2020	180856

Bill To
North Miami CRA ATTN :North Miami CRA 12330 NE 8ave North Miami, FL 33161

Re: NoMi Red Garden Proj.
@ Denmark Property

RECEIVED

FEB 18 2020

NORTH MIAMI
COMMUNITY REDEVELOPMENT AGENCY

P.O. No.	Terms	Project

Description	Qty	Rate	Amount
Red Garden materials and support: <ul style="list-style-type: none"> • Install Approximately 200ft of OSP OM2 24-Strand fiber optic cable between Dmarc and communications cabinet at site • Fiber terminations and connectors • Installation of communications cabinet w/fan • Installation of (24) cords to extend power to LCD TV's • Installation of fiber to ethernet media converters • Repair of conduit and data cabling cut by owner contractor • Logistical support for owner vendors for audio/Lights and video • Registering of (6) accounts to provide streaming video • Terminations/Labor 		3,995.00	3,995.00T
Sales Tax		0.00%	0.00

NoMi Yard/Red Garden Proj.

RECEIVABLES

RECEIVED DATE 2-18-2020

VENDOR # 0014042

DOC# 4312-15

AMOUNT 3,995.00

ACCOUNT# 002-21572004-512-820 code

SIGNED/PROXY: *Xm*

These goods or services have been received, found to be satisfactory and this invoice is approved for payment

Total	\$3,995.00
Payments/Credits	\$0.00
Balance Due	\$3,995.00

Innovative Multi-Media Services Inc.

3316 SW 173 way
Miramar FL 33029

Invoice

Date	Invoice #
2/27/2020	180880

Bill To
North Miami CRA ATTN :North Miami CRA 12330 NE 8ave North Miami, FL 33161

Re: NoMi Red Garden Proj.
@Denmark

RECEIVED

MAR - 5 2020

North Miami
COMMUNITY REDEVELOPMENT AGENCY

P.O. No.	Terms	Project

Description	Qty	Rate	Amount
Remove audio & visual equipment from mounts. Disconnect power cables, and sound cables. Inventory and load equipment into site container. \$925.00 =	1	880.00	880.00T
Travel to site Sales Tax	1	45.00 0.00%	45.00 0.00
<p>NoMi Yard / Red Garden Acct.</p> <div style="border: 1px solid black; padding: 5px;"> <p>RECEIVABLES RECEIVED DATE 3-5-2020 VENDOR # 0014642 DOC# 4330910 8925.00 ACCOUNT# 002-21-572004-512-820-000 SIGNED/PROXY: X.M. These goods or services have been received, found to be satisfactory and this invoice is approved for payment</p> </div>			
Total			\$925.00

Payments/Credits	\$0.00
Balance Due	\$925.00

INVOICE 1168



SUPERIOR PARK
SYSTEMS

INVOICE TO
City of North Miami
Parks and Recreation
Dept.
12300 NE 8th Ave.
North Miami, FL 33161
Attn: Arthur Sorey,
Deputy City Manager

SHIP TO
City of North Miami
12300 NE 8th Ave.
North Miami, FL 33161
Attn: Arthur Sorey,
Deputy City Manager

INVOICE NO. 1168
TERMS Net 30
DATE 01/23/2020
DUE DATE 02/22/2020

SHIP DATE

CUSTOMER NAME
City of North Miami

**PURCHASE ORDER
REF.**
City of North Miami

DATE	ACCOUNT SUMMARY	AMOUNT
------	-----------------	--------

SERVICE DATE	ACTIVITY	QTY	RATE	AMOUNT
--------------	----------	-----	------	--------

12/18/2019	Artificial Turf "Red Garden Park"- ForeverGreen Anti Microb ADA compliant artificial grass including installation of 29,000 sq. ft.			102,950.00
-------------------	--------------------------------------------------------------------------------------------------------------------------------------------------	--	--	------------

Red Garden Park	DISCOUNT			
	SHIPPING			
	TOTAL			102,950.00
	BALANCE DUE			\$102,950.00



"For All of Your Parks and Recreational Needs."

INVOICE 1170



SUPERIOR PARK
SYSTEMS

INVOICE TO
City of North Miami
Parks and Recreation
Dept.
12300 NE 8th Ave.
North Miami, FL 33161
Attn: Arthur Sorey,
Deputy City Manager

SHIP TO
City of North Miami
12300 NE 8th Ave.
North Miami, FL 33161
Attn: Arthur Sorey,
Deputy City Manager

INVOICE NO. 1170
TERMS Net 30
DATE 01/31/2020
DUE DATE 03/01/2020

SHIP DATE

CUSTOMER NAME
City of North Miami

**PURCHASE ORDER
REF.**
City of North Miami

DATE	ACCOUNT SUMMARY	AMOUNT
------	-----------------	--------

SERVICE DATE	ACTIVITY	QTY	RATE	AMOUNT
12/18/2019	Artificial Turf "Red Garden Park"- Additional ForeverGreen Anti Microb ADA compliant artificial grass including installation and freight for VIP tent.		8,100.00	8,100.00

Red Garden Park - Artificial Turf Invoice

DISCOUNT

SHIPPING

TOTAL

8,100.00

BALANCE DUE

\$8,100.00



"For All of Your Parks and Recreational Needs."



8333 NW 53rd St Ste 450
 Doral, FL 33166
 ATTN: Ms. Dionne Anderson
 (786) 285-0294

Invoice-
 NM0002

January 22, 2020

Client: City of North Miami
 Contact Name: ATTN: Arthur Sorey, Jr
 Address: 776 NE 125th St North Miami, FL 33161
 Phone: (305) 300-1804
 Email: ASorey@northmiami.fl.gov
 Terms: **Upon Receipt**

Invoice #:
 Event name: Red Garden 5B Events
 Event Date: Thursday, January 30, 2020
 Location: 12351 NW 7th Ave
 North Miami, FL 33168
 Time: TBD
 Strike Time: TBD

Description	Package Areas	Qty	Price	Total
Décor & Design Areas		1	\$ 38,500.00	\$ 38,500.00
Entrance				
Trussing				
Step & Repeat RED Carpet				
Video Wall entrance			\$ 8,500.00	\$ 8,500.00
Décor Lighting All Tents			\$ 35,000.00	\$ 35,000.00
GOBOS	2 TENTS			
Accent Décor			\$	22,500.00
Drapings/Chandeliers/etc				
Themed Tents	All Tents			
Asian Area	Accent Décor			
Furniture Rentals	4 Tents			
Includes Large Bar w/out Back bar				
Groupings & high Boys				
Event Mgmt Fee		1	\$ 15,000.00	\$ 15,000.00
Trucking Delivery Set-up/Strike		1	\$ 3,500.00	\$ 3,500.00
Floor plans Package		1	2500 \$	2,500.00
			Total Due :	\$ 125,500.00

Re: supplemental agreement



RUSH!

Invoice-
NM0004

8333 NW 53rd St Ste 450 Doral, FL 33166
ATTN: Ms. Dionne Anderson (786) 285-0294

Invoice #:

Client:
Contact Name:
Address:
Phone:
Email:
Terms:

City of North Miami
ATTN: Arthur Sorey, Jr
776 NE 125th St North Miami, FL 33161
(405) 990-1800
AS@cityofnorthmiami.com
PAYMENT DUE UPON RECEIPT

Event name: Red Garden SB Events
Event Date: Thursday, January 30, 2020
Location: 12351 NW 7th Ave
North Miami, FL 33168
Time: TBD
Strike Time: TBD

Description	Qty	Price	Total
Package Price			
<i>Permanent Tent Purchase</i>			
Décor and Furniture	1	29,000.00	29,000.00
Uplighting		8,500.00	8,500.00
Common Area Lighting			
**Includes the setup			

Total Due : \$ 37,500.00

RECEIVED

North Yard/Red Garden Acct.

North Miami
Community Redevelopment Agency

1/30/2020
0021-783
\$37,500.00
002-21-572004-512-820-006
AM

*Please process on city side and reimburse from above CMA account
- Wire info attached