

MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF NORTH MIAMI AND
FLORIDA FILM INSTITUTE, INC.

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into this ____ day of _____, 2015 by and between the City of North Miami, a Florida municipal corporation, having its principal office at 776 NE 125th Street, North Miami, FL 33161 (“City”) and Florida Film Institute, Inc. a non-profit corporation organized and existing under the laws of the State of Florida, having its principal office at 640 NE 124 Street North Miami, FL 33161 (“FFI”). The City and Florida Film Institute shall collectively be referred to as the “Parties”.

RECITALS

WHEREAS, Florida Film Institute, Inc. is a Florida not-for-profit organization with the mission of providing students a nurturing environment to teach art, business and science of filmmaking, so participants may have the confidence and experience necessary to consider filmmaking as a viable career path; and

WHEREAS, Florida Film Institute, Inc. would like to institute a program at Joe Celestin Center, 1525 NW 135 Street, North Miami FL, 33161 to provide a curriculum focusing on arts, education and leadership.

WHEREAS, the City desires to support and facilitate Florida Film Institute, Inc. commitment to improving the quality of life for the children in our community.

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 August 31, 2015 and continue through May 27, 2016 unless terminated with or without cause, by either Party. This MOU is subject to renewal for an additional term of one year by agreement between the Parties.

2. In addition to the responsibilities stated in this MOU, Florida Film Institute, Inc. shall provide the following to the City:

2.1 All of the necessary planning, supplies and coordination for the duration of the cinema afterschool program for up to 20 participants for children between the ages of thirteen through eighteen;

2.2 Program Hours: Mondays and Wednesdays 4:00 pm – 7:00 pm

2.3 Provide one (1) program supervisor and one (1) site leader throughout programing hours;

- 2.4 Liability Insurance coverage with City of North Miami as additional insured;
- 2.5 Promotion and marketing of program; and
3. In addition to the responsibilities stated in the MOU, the City agrees to the following:
 - 3.1 Provide access to the Joe Celestin Center, 1525 NW 135 Street on Mondays and Wednesdays 4:00 pm – 7:00 pm throughout the duration of the contract;
 - 3.2 Clean and maintain the center; and
 - 3.3 Provide two (2) monthly reviews, every two (2) weeks of Florida Film Institute, Inc. compliance with the terms and conditions of this MOU, with a report of findings to be made available to Florida Film Institute, Inc. within ten (10) business days of completion of the review.
 - 3.4 Provide assigned storage space for supplies, not to exceed capacity of space.
4. Florida Film Institute, Inc. shall maintain all related records including, but not limited to the following:
 - 4.1 A current roster with all participants' names, addresses, and phone numbers;
 - 4.2 Completed and executed Release and Waiver of Liability Forms for each participant;
 - 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.
 - 4.5 Program supervisor, site leader and any other members of Florida Film Institute, Inc. who have direct contact with program participants must complete and submit to the Parks and Recreation Manager or its designee, a Level II Background Investigation as required by Section 397.451, Florida Statutes.
5. Throughout the term of this MOU, Florida Film Institute, Inc. 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 Florida Film Institute, Inc. 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 contract. 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 contract. Florida Film Institute, Inc. will also insure that adequate replacement coverage is secured to avoid any coverage gaps in the event of cancellation or non-renewal.

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

8. Florida Film Institute, Inc. 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 Florida Film Institute, Inc. 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. Florida Film Institute, Inc. 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. Florida Film Institute, Inc. 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. Florida Film Institute, Inc. shall assume full responsibility for any damage to any areas or land resulting from the performance of this MOU.

17. Florida Film Institute, Inc. 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. Florida Film Institute, Inc. 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 Florida Film Institute, Inc. its officers, directors, agents, partners, subcontractors, employees and managers in performance of this MOU. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed on CNM's liability as set forth in Section 768.28, Florida Statutes.

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 Florida Film Institute, Inc. 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. COPYRIGHTS AND RIGHT TO DATA/MATERIALS

Where activities produced by the Florida Film Institute, Inc. (FFI) "CINEMA Programs" including original writing, motion pictures cinemagraphic films and photoplays of every kind and nature whatsoever (including films for television, video tapes, and films produced electronically), including the sound track thereof, as well as trailer, clips data, drawings or other graphic representations and works of similar nature, The Children's Trust, The State of Florida, Miami Dade County Cultural Affairs Council, The City of North Miami and all funders of (FFI) has a license to reasonably use, duplicate and disclose such materials in whole or in part in a manner consistent with the purposes and

terms of these Contracts of (FFI) funders, and to have others acting on behalf of The Children's Trust, The State of Florida, Miami Dade County Cultural Affairs Council, The City of North Miami and all funders of (FFI) to do so, provided that such use does not compromise the validity of any copyright, trademark or patent. If the data/materials so developed are subject to copyright, trademark or patent, legal title and every right, interest, claim or demand of any kind in and to any patent, trademark or copyright, or application for the same, will vest in (FFI) or with any applicable third party who has licensed or otherwise permitted (FFI) to use the same. (FFI) agrees to allow The Children's Trust, The State of Florida, Miami Dade County Cultural Affairs Council, The City of North Miami and all funders of (FFI) and others acting on behalf of The Children's Trust, The State of Florida, Miami Dade County Cultural Affairs Council, The City of North Miami and all funders of (FFI) to have reasonable use of the same consistent with the purposes and terms of these Contracts, at no cost to The Children's Trust, The State of Florida, Miami Dade County Cultural Affairs Council, The City of North Miami and all (FFI) provided that such use does not compromise the validity of such copyright, trademark or patent.

21. OWNERSHIP AND LICENSING OF INTELLECTUAL PROPERTY

All Contracts are subject to the provisions, limitations and exceptions of Chapter 119, Florida Statutes, regarding public records. Accordingly, to the extent permitted by Chapter 119, Florida Statutes, (FFI) retains sole ownership of intellectual property developed under the "CINEMA Programs". (FFI) is responsible for payment of required licensing fees if intellectual property owned by other parties is incorporated by (FFI) into the services required under these Contracts. Such licensing should be in the exclusive name of (FFI). Payment for any licensing fees or costs arising from the use of others' intellectual property shall be at the sole expense of (FFI). As applicable for The Children's Trust, The State of Florida, Miami Dade County Cultural Affairs Council, The City of North Miami and all funders of (FFI) under Fla. Stat. Section 768.28, and to the extent permitted by and within the limitations of Fla. Stat. Section 768.28, the Parties shall indemnify and hold each other harmless from liability of any nature or kind, including costs and expenses for or on account of third party allegations that use of any intellectual property owned by the third party and provided, manufactured or used by the indemnifying Party in the performance of these Contracts violates the intellectual property rights of that third party.

To: Florida Film Institute, Inc.
Attn: Stephanie Martino, Founder/President
640 NE 124 Street
North Miami, FL 33161

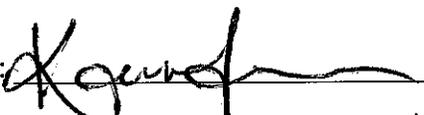
To CITY: City of North Miami
Attn: City Manager
776 NE 125 Street
North Miami, FL 33161

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

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

ATTEST:
Corporate Secretary or Witness:

By: 
Print Name: KATHRYN JOBSON
Date: 8/17/15

Florida Film Institute, Inc a Florida not for profit corporation.

By: 
Print Name: Stephanie G. Martic
Date: 8/14/15

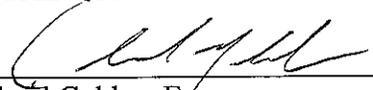
ATTEST:


By: _____
Michael A. Etienne, Esq.
City Clerk

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

By: 
Aleem Ghany
City Manager

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:



Roland Galdos, Esq.
Interim City Attorney