

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF NORTH MIAMI AND
YOUTH EDUCATION THROUGH SPORTS, INC.**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into this 2nd day of July, 2014, 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 **Youth Education Through Sports, Inc.**, a non-profit corporation organized and existing under the laws of the State of Florida, having its principal office at 1525 NW 124th Street, North Miami, FL 33167 (“Y.E.S.”). The City and Y.E.S. shall collectively be referred to as the “Parties”, and each may individually be referred to as a “Party”.

RECITALS

WHEREAS, Y.E.S. is a Florida not-for-profit organization established with the mission of providing social and educational programs and activities to eligible youth within the City (“Participants”); and

WHEREAS, Y.E.S. would like to institute a summer camp program and an afterschool program at the Clyde W. Judson, Jr., Community Center, located at 12100 NW 16th Avenue (“Center”), to provide Participants with a place to congregate and receive recreational, academic, sports and health related activities (collectively referred to as “Program”); and

WHEREAS, the City Manager desires to support and facilitate Y.E.S.’s commitment of improving the quality of life for all youth in our community.

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

ARTICLE 1 – TERM

1.1 The term of this MOU shall commence on July 14, 2014 and continue through June 13, 2015, unless otherwise terminated earlier with or without cause by either Party. This MOU is subject to renewal for an additional term of one (1) year by mutual consent of the Parties.

ARTICLE 2 – RESPONSIBILITIES OF THE PARTIES

2.1 In addition to the conditions and responsibilities stated elsewhere in this MOU, Y.E.S. agrees to provide the following:

2.1.1 Align and/or integrate Program goals and objectives to accommodate the recreational and academic needs of Program Participants.

2.1.2 Provide a summer camp Program to all qualified Participants, between the ages of six (6) years and fourteen (14) years; Monday through Friday, from 8:00 am through 6:00 pm; from July 14, 2014, through August 8, 2014.

2.1.3 Provide an afterschool Program to all qualified Participants, between the ages of six (6) years and fourteen (14) years; Monday through Friday, from 2:00 pm through 6:00 pm; from August 8, 2014, through May 29, 2015.

2.1.4 Provide adequate training and background checks for all agents and staff.

2.1.5. Ensure proper management and control of the Program at all times during the Program.

2.2 In addition to the conditions and responsibilities stated elsewhere in this MOU, the City agrees to provide the following:

2.2.1 Provide access to the Clyde W. Judson, Jr. Community Center, 12100 NW 16th Avenue, North Miami FL, 33167; Monday through Friday, from 8:00 am through 6:00 pm; from July 14, 2014, through August 8, 2014; and Monday through Friday, from 2:00 pm through 6:00 pm; from August 8, 2014, through May 29, 2015.

2.2.2 Clean and maintain the Center as necessary for Program.

ARTICLE 3 – RECORDS

3.1 Y.E.S. shall maintain all Program related records including, but not limited to the following:

3.1.1 A current roster with all Participants' names, addresses, and phone numbers.

3.1.2 Completed and executed Release and Waiver of Liability Forms for each Participant.

3.1.3 A log of comments or complaints when received pertaining to Program services and related activities.

3.1.4 Copies of all comments and/or complaints received in writing, relating in any way to the Program.

3.2 Program supervisor, site leader and any other members of Y.E.S. who will have direct contact with Program Participants must complete and submit to the City Department of Parks and Recreation Manager or its designee, a Level II Background Investigation as required by Section 397.451, Florida Statutes.

ARTICLE 4 – INSURANCE

4.1 Throughout the term of this MOU, Y.E.S. shall maintain the following insurance policies:

4.1.1 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.

4.1.2 Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$500,000 combined single limit for bodily injury and property damage.

4.1.3 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 Y.E.S. in the performance of the MOU.

4.1.4 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. Y.E.S. will also insure that adequate replacement coverage is secured to avoid any coverage gaps in the event of cancellation or non-renewal.

ARTICLE 5 – MISCELLANEOUS

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

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

5.3 Y.E.S. 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.

5.4 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.

5.5 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.

1525 NW 124th Street
North Miami, FL 33167

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

With a copy to: City of North Miami
Office of the City Attorney
776 NE 125th 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:

Youth Education Through Sports, Inc., a Florida
not for profit corporation: "Y.E.S."

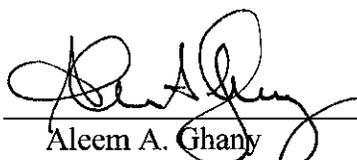
By: 
Print Name: Khariel Salahuddin
Date: 7/2/14

By: 
Print Name: MARIO Apollon
Date: 7/2/14

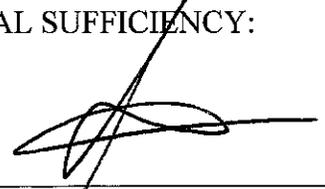
ATTEST:

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

By: 
Michael A. Etienne
City Clerk

By: 
Aleem A. Ghany
City Manager

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:


Regine M. Monestime
City Attorney