MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF NORTH MIAMI AND
UBUPROS, 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 **UBUPROS, Inc.**, a limited liability company organized and existing under the laws of the State of Florida, having its principal office at 8700 Maitland Summit Blvd, Unit 201, Orlando, FL 32810 ("UBU"). The City and UBU shall collectively be referred to as the "Parties", and each may individually be referred to as a "Party".

RECITALS

WHEREAS, UBU is a Florida limited liability entity created with the mission of providing sports training programs to cultivate coaching staff for the benefit of local governments and their respective residents ("Program"); and

WHEREAS, UBU would like to institute a Program with the City utilizing the Joe Celestin Center and the Cagni Gym facility ("Facilities") to offer City youth with the tools necessary to create a positive coaching culture in sports; and

WHEREAS, the City Manager desires to support and facilitate UBU's commitment of improving the life-quality of youth through sporting activities, within the City.

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 be the period commencing on February 28, 2015, through May 1, 2015, unless terminated by earlier by either Party, with or without cause. This MOU is subject to renewal for an additional term of one (1) year, with the mutual written consent of the Parties.

ARTICLE 2 – RESPONSIBILITIES OF THE PARTIES

2.1 In addition to the conditions and responsibilities stated elsewhere in this MOU, UBU agrees to the following:

2.1.1 Provide Program services each Saturday for the duration of the term, using one of the two facilities designated by the City, between the hours of 10:00 am through 2:00 pm.

2.1.2 UBU will develop and facilitate a series of uniquely designed off-court training programs for at least twenty five (25) basketball coaches participating in the Program.

2.1.3 Communicate with City administrators and leaders on the direction of the Programs initial and long-term goals.

2.1.4 Develop a coaching curriculum for the North Miami Parks Department and Recreation Staff.

2.1.5 Instruct City staff and parents of Program participants how to enhance channels of communication between to ensure the development of youth.

2.1.6 Execution of the Program plan for future training will be in place by May 1, 2015.

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

2.1.8 UBU agrees that any news release or other type of publicity pertaining to the Program must recognize the City as a partner in this endeavor.

2.1.9 Program services are provided by UBU without any compensation and at no cost to the City.

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

2.2.1 Provide access to the following two (2) Facilities: Joe Celestin Center, located at 1525 NW 135th Avenue, North Miami; and the Cagni Gym facility, located at 791 NE 135th Street, North Miami.

2.2.2 Clean and maintain the Facilities, at no cost to UBU.

2.2.3 Provide reviews of UBU's compliance with the terms and conditions of this MOU, with a report of findings to be made available to UBU within thirty (30) days of completing the review.

ARTICLE 3 – RECORDS

3.1 UBU shall maintain all Program related records for a period of three (3) years after the termination or completion of this MOU, including but not limited to the following:

3.1.1 A current roster with all Program participants' names, addresses, and phone numbers;

3.1.2 Completed and executed Release and Waiver of Liability Forms for each Program participant;

3.1.3 A log of comments or complaints when received pertaining to the Program services provided by UBU under this MOU;

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

3.2 All UBU staff members having direct contact with Program participants must complete and submit to the City Department of Parks and Recreation Manager or his 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, UBU shall maintain the following insurance policies:

4.1.1 Workmen's Compensation Insurance as required by Florida law.

4.1.2 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.

4.1.3 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.

4.1.4 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 UBU in the performance of the MOU.

4.1.5 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. UBU will also ensure that adequate replacement coverage is secured to avoid any coverage gaps in the event of cancellation or non-renewal.

ARTICLE 5 – DEFAULT

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

ARTICLE 6 - INDEPENDENT CONTRACTOR

6.1 UBU is being engaged by the City as an independent contractor, and not as an agent or employee of the City. Accordingly, UBU shall not attain, nor be entitled to, any rights or benefits under the Civil Service or Pension Ordinances of the City, nor any rights generally afforded classified or unclassified employees of the City. UBU further understands that Florida workers' compensation benefits available to employees of the City, are not available to UBU. Therefore, UBU agrees to provide workers' compensation insurance, as required by Florida law, for any employee or agent of UBU rendering Program services to participants under this MOU.

ARTICLE 7 - CONFLICTS OF INTEREST

7.1 UBU represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure this MOU and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award of this MOU.

7.2 UBU covenants that no person under its employ who presently exercises any functions or responsibilities on behalf of the City in connection with this MOU has any personal financial interest, directly or indirectly, with UBU. UBU further covenants that, in the performance of this MOU, no person having such conflicting interest shall be employed.

ARTICLE 8 – CITY'S RIGHT TO TERMINATE MOU

8.1 Either party shall have the right to terminate this MOU at any time, with or without cause, upon fifteen (15) calendar-days written notice to the other Party. In the event of termination, the City shall not be liable to UBU for any compensation, or for any consequential or incidental damages.

ARTICLE 9 - NOTICES

9.1 The Parties will each designate a representative, which may be changed upon written notice, to serve as the Program liaison between the Parties, with respect to the terms and conditions of this MOU.

9.2 All notices, demands, correspondence and other communications between the Parties shall be deemed sufficiently given under the terms of this MOU when dispatched by registered or certified mail, postage prepaid, return receipt requested, addressed as follows or as the same may be changed from time to time:

To UBU:	UBUPROS, Inc. Attn: Gina Jones 8700 Maitland Summit Blvd, Unit 201 Orlando, FL 32810
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

9.2 Either Party may at any time designate a different address and/or contact person by giving notice as provided above to the other Party. Such notices shall be deemed given upon receipt by the addressee.

9.3 In the event there is a change of address and the moving Party fails to provide notice to the other Party, then notice sent as provided in this Article shall constitute adequate notice.

ARTICLE 10 - INDEMNIFICATION

10.1 UBU 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 UBU, its officers, directors, agents, partners, subcontractors, employees and managers in the performance of Program services under this MOU.

ARTICLE 11 – CITY'S LIMITATION OF LIABILITY

11.1 The City desires to enter into this MOU only if in so doing the City can place a limit on the City's liability for any cause of action arising out of the MOU, so that its liability will never exceed the agreed sum of One Thousand Dollars ($1,000.00). UBU expresses its willingness to enter into this MOU with UBU's recovery from the City for any action or claim arising from this MOU to be limited to a maximum amount of One Thousand Dollars ($1,000.00).

11.2 Accordingly, and notwithstanding any other term or condition of this MOU, UBU agrees that the City shall not be liable to UBU for damages in an amount in excess of One Thousand Dollars ($1,000.00), for any action or claim for breach of contract or for any action or claim arising out of this MOU.

11.3 Nothing contained in this MOU is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Chapter 768, Florida Statutes (2104). Additionally, the City does not waive sovereign immunity, and no claim or award against the City shall include attorney's fees, investigative costs or pre-judgment interest.

ARTICLE 12 - FORCE MAJEURE

12.1 A "Force Majeure Event" shall mean an act of God, act of governmental body or military authority, fire, explosion, power failure, flood, storm, hurricane, sink hole, other natural disasters, epidemic, riot or civil disturbance, war or terrorism, sabotage, insurrection, blockade, or embargo. In the event that either Party is delayed in the performance of any act or obligation pursuant to or required by the MOU by reason of a Force Majeure Event, the time for required completion of such act or obligation shall be extended by the number of days equal to the total number of days, if any, that such Party is actually delayed by such Force Majeure Event. The

Party seeking delay in performance shall give notice to the other Party specifying the anticipated duration of the delay, and if such delay shall extend beyond the duration specified in such notice, additional notice shall be repeated no less than monthly so long as such delay due to a Force Majeure Event continues. Any Party seeking delay in performance due to a Force Majeure Event shall use its best efforts to rectify any condition causing such delay and shall cooperate with the other Party to overcome any delay that has resulted.

ARTICLE 13 - JESSICA LUNSFORD ACT

13.1 In accordance with the requirements of Sections 435.04 and 435.05, Florida Statutes (2014) as well as with the requirements of HB 1877, The Jessica Lunsford Act (2005), effective September 1, 2005, as amended, and to the extent required by applicable law, UBU agrees that all of its employees who provide or may provide Program services under this MOU have completed all background screening requirements as outlined in the above-referenced statutes. UBU agrees to bear any and all costs associated with acquiring the required background screenings. UBU agrees that it has an ongoing duty to maintain and update this list as new employees are hired and in the event that any previously screened employee fails to meet the statutory standards. UBU further agrees to notify the City immediately upon becoming aware that one of its employees, who was previously certified as completing the background check, and meeting the statutory standards, is subsequently arrested or convicted of any disqualifying offense.

ARTICLE 14 - MISCELLANEOUS PROVISIONS

14.1 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.

14.2 The City reserves the right to inspect or audit the records of the UBU 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.

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

14.4 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.

14.5 This MOU shall be construed and enforced according to the laws of the State of Florida. Venue in any proceedings between the Parties shall be in Miami-Dade County, Florida.

14.6 This MOU constitutes the sole and entire agreement between the Parties. No modification or amendments hereto shall be binding on either Party unless in writing and signed by both Parties.

14.7 UBU 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.

14.8 Program services shall not be subcontracted, transferred, conveyed, or assigned under this MOU in whole or in part to any other person, firm or corporation without the prior written consent of the City.

14.9 This MOU shall be binding upon the Parties herein, their heirs, executors, legal representatives, successors and assigns.

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

14.11 The UBU 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.

14.12 All other terms, conditions and requirements contained in the RFP, which have not been modified by this MOU, shall remain in full force and effect.

14.13 UBU shall assume full responsibility for any damage to any areas, land or property, whether public or private, resulting from the UBU's performance under this MOU.

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

14.15 This MOU may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same MOU.

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:

By: _____

Print Name: DENNIS JONES

Date: 3-2-2015

UBUPROS, Inc., a Florida limited liability company, "**UBU**":

By: Gina M Jones

Print Name: GINA M JONES

Date: 3/2/2015

ATTEST:

By: _____

Michael A. Etienne
City Clerk

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

By: Aleem A Ghany

Aleem A. Ghany
City Manager

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____

Regine Monestime, Esq.
City Attorney