MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF NORTH MIAMI AND
LESTER KARATE ACADEMY LLC

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into this 27th day of September, 2016 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 **Lester Karate Academy LLC**, a limited liability company organized and existing under the laws of the State of Florida, having its principal office at 751 NW 75th Street, Miami, FL 33150 ("Instructor"). The City and Instructor shall collectively be referred to as the "Parties", and each may individually be referred to as a "Party".

RECITALS

WHEREAS, Instructor desires to implement a karate instruction program at the Joe Celestin Center, located at 1525 NW 135th Street ("Center"), to provide youth with a program module that encourages physical activity , leadership skills, self-discipline and confidence through the study of martial arts ("Program"); and

WHEREAS, the City Manager desires to facilitate Instructor's commitment of improving the quality of life for youth 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 January 6, 2017 through June 16, 2017, unless earlier terminated with or without cause, by either Party. This MOU is subject to renewal for an additional term of one (1) year by written agreement between the Parties.

2. In addition to other conditions and responsibilities stated elsewhere in this MOU, Instructor shall provide its Program for up to (50) participants. The Program shall include, but not be limited to the following services:

2.1 Teach Okinawan Shuri Ryu Karate.

2.2 Program Day and Hours will consist of: Fridays from 4:00 pm to 5:00 pm.

2.3 Provide one (1) certified instructor throughout the Program hours.

2.4 Provide a certificate of liability insurance coverage with the City of North Miami as an additional insured.

2.5 Provide all promotion and marketing of Program.

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

2.7 Provide all the labor, supplies, supervision, materials, equipment, expertise, certified instructors, insurance, and other related services required in performing the Program.

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

3.1 Provide access to the Center during Program hours.

3.2 Clean and maintain the Center.

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

4. Instructor 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 Form for each Participant;

4.3 A log of comments or complaints when received pertaining to the Program services provided under this MOU; and

4.4 Copies of all comments or complaints received in writing, relating in any way to the Program services provided under this MOU.

5. Throughout the term of this MOU, Instructor 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 Instructor 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.

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

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

8. Instructor understands that the City and the public shall have access, at all reasonable times, to all documents and information pertaining to City contracts (including this MOU), subject to the provisions of Chapter 119, Florida Statutes, as amended from time to time, 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 Instructor 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. Instructor 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. Instructor 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. Instructor shall assume full responsibility for any damage to any areas, land or property, whether public or private, resulting from Instructor's performance of Program services under this MOU.

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

18. Instructor 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 Instructor, its officers, directors, agents, partners, subcontractors, employees and managers in the performance of this MOU. Nothing contained in this paragraph or elsewhere in this MOU is in any way intended to be a waiver of the limitation placed on City's liability as set forth in Section 768.28, Florida Statutes (2016). 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.

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 Instructor shall be deemed sufficiently given under the terms of this MOU when dispatched by registered or certified mail, postage prepaid and addressed as follows:

To:	Lester Karate Academy Attn: Flanders Keith Lester, President 751 NW 76th Street Miami, FL 33150
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

20. Jessica Lunsford Act. In accordance with the requirements of Sections 435.04 and 435.05, Florida Statutes, as amended from time to time, and to the extent required by applicable law, the Instructor 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. Instructor agrees to bear any and all costs associated with acquiring the required background screenings. Instructor 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. The Instructor 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 offenses.

20.1 Instructor further covenants that any of its employees who provide or may provide Program services under this MOU, must also satisfy the requirements and conditions of the Lauren Book Child Safety Ordinance under Article XVII, Miami-Dade County Code of Ordinances, as amended, including background screening requirements.

21. Limitation of Liability. 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 Hundred Dollars ($100.00). Instructor expresses its willingness to enter into this MOU with Instructor's recovery from the City for any action or claim arising from this MOU to be limited to One Hundred Dollars ($100.00).

21.1 Accordingly, and notwithstanding any other term or condition of this MOU, Instructor agrees that the City shall not be liable to the Instructor for damages in an amount in excess of One Hundred Dollars ($100.00), for any action or claim of the Licensee or any third party arising out of this MOU.

22. 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.

23. 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.

24. This MOU constitutes the sole and entire agreement between the Parties. This MOU incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understanding applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements or understanding concerning the subject matter of this MOU not contained herein.

25. Instructor shall not subcontract, transfer, convey, or assign any of the Program services under this MOU in whole or in part to any other person, firm or corporation without the prior written consent of the City.

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

27. 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: Khalid Salahuddin

Date: 9/27/2016

Lester Karate Academy
For profit corporation.

By: _____

Print Name: _____

Date: 9/27/2016

ATTEST:

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

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

By: _____
Larry M. Spring, Jr., CPA
City Manager

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
Jeff P.H. Cazeau, Esq.
City Attorney