

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITY OF NORTH MIAMI AND  
PRESS ON CONSULTANTS, INC.**

**THIS MEMORANDUM OF UNDERSTANDING ("MOU")** is made and entered into this 1<sup>st</sup> day of July, 2013, by and between the **City of North Miami**, a Florida municipal corporation, having its principal office at 776 NE 125<sup>th</sup> Street, North Miami, FL 33161 ("City") and **Press on Consultants, Inc.**, a for-profit corporation organized and existing under the laws of the State of Florida, having its principal office at 1351 NE 191<sup>st</sup> Street, Suite 117, North Miami Beach, FL 33179 ("Consultant"). The City and Consultant shall collectively be referred to as the "Parties", and each may individually be referred to as a "Party".

**WHEREAS**, the Consultant is a Florida for-profit entity created with the mission of providing youth flag football tournaments; and

**WHEREAS**, the Consultant would like to institute a two-day five (5) on five (5) flag football tournaments at the North Miami Athletic Stadium located at 2555 NE 151 Street ("Facility"), so as to provide the youth in the surrounding community with an opportunity to showcase their talents in the sport of football ("Program"); and

**WHEREAS**, the City Manager desires to support and facilitate Consultant's Program, which is committed to improving the health and quality of life for the youth residing in our City.

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

1. The term of this MOU shall commence on *September 1, 2013* and continue through *June 30, 2014*, unless earlier terminated with or without cause, by either Party.

2. In addition to the responsibilities stated in this MOU, Consultant shall provide the following to the City:

2.1 All of the necessary planning and coordination to carry out up to four (4) two-day flag football tournaments;

2.2 Payment to the City of twenty percent (20%) of all revenues generated by team registration, set at Two Hundred Fifty Dollars (\$250.00) per team;

2.3 Tournament referees for each of the games played; and

2.4 Two (2) site supervisors throughout the duration of the tournament.

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

- 3.1 Access to the Facility during the tournament.
  - 3.2 Clean and maintain the Facility; and
  - 3.3 Provide a comprehensive review of Consultant's compliance with the terms and conditions of this MOU, with a report of findings to be made available to Consultant within thirty (30) days of completion of the review.
4. Consultant shall maintain all related records including, but not limited to the following:
    - 4.1 An updated team roster with all participants' names, addresses, and phone numbers;
    - 4.2 Completed and executed City Release and Waiver of Liability Forms 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, Consultant shall maintain the following insurance policies:
    - 5.1 Workmen's Compensation Insurance – Statutory limits as required by Florida law.
    - 5.2 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.
    - 5.3 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 Consultant in the performance of this MOU.
    - 5.4 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. Consultant will also ensure that adequate replacement coverage is secured to avoid any coverage gaps in the event of cancellation or non-renewal.

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

8. Consultant 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 this 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 Consultant as they pertain to this MOU, at any time during the term of this MOU and for a period of three years after this MOU is terminated or completed.

14. Consultant 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. Consultant 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. Consultant shall assume full responsibility for any damage to any areas or land resulting from the performance of this MOU.

17. Consultant 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. Consultant 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 Consultant 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 Consultant 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  
Press on Consultants, Inc.  
Attn: Federico Brodsky Rabey, Director  
1351 NE 191<sup>st</sup> Street, Suite 117  
North Miami, FL 33179

To CITY:  
City of North Miami  
Attn: City Manager  
776 NE 125<sup>th</sup> Street  
North Miami, FL 33161

With a copy to:  
City of North Miami  
Office of the City Attorney  
776 NE 125<sup>th</sup> Street  
North Miami, FL 33161

*[The remainder of this page is intentionally left blank.]*

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

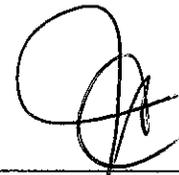
ATTEST:  
Corporate Secretary or Witness:

By:   
Print Name: Cynthia Wesołowski  
Date: 7/19/2013

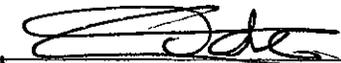
Press on Consultants, Inc. a Florida  
for profit corporation: "Consultant"

By:   
Print Name: Federico Mordky  
Date: 7/19/13

ATTEST:

By:   
Michael A. Etienne, Esq.  
City Clerk

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

By:   
for Stephen E. Johnson  
City Manager

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

  
Regine M. Monestime, Esq.  
City Attorney