MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF NORTH MIAMI AND
THE HEELING IN FASHION FOUNDATION INC.

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into this 30 day of May, 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 **The Heeling in Fashion Foundation Inc.** ("HIFF") a not-for- profit corporation organized and existing under the laws of the State of Florida, having its principal local office at 4690 Miranda Circle, Orlando, FL 32818. The City and HIFF shall collectively be referred to as the "Parties", and each may individually be referred to as a "Party".

RECITALS

WHEREAS, HIFF is a not-for-profit organization that uses fashion as a medium to mentor disadvantaged kids by providing fashion-focused programming and relatable mentoring to educate and support today's youth, including the Red Carpet Stars Summer Girls Program (collectively referred to as "Program"); and

WHEREAS, HIFF would like to institute the summer Program at the Joe Celestin Center, 1525 NW 135 Street, North Miami FL, 33167 ("Facility") to provide teens in the community with an opportunity to use fashion as a conduit to building self esteem, and "heel" lives through education, mentoring, and scholarship programming, while promoting good health principles; and

WHEREAS, the City Manager desires to support the HIFF Program initiatives which are designed and committed to improving the health and quality of life for teens 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:

ARTICLE 1 – TERM

1.1 The term of this MOU shall commence on June 14, 2014, and continue through August 9, 2014 ("Term"), unless terminated with or without cause by either Party.

ARTICLE 2 – RESPONSIBILITIES OF THE PARTIES

2.1 In addition to the conditions and responsibilities stated elsewhere in this MOU, HIFF shall provide the following to the City:

2.1.1 An opportuntiy during summer out-of-school months for teen girls to participate in a creative environment that is fashion and life-skill based;

2.1.2 A summer educational Program for up to Twenty (20) students, of which five (5) students will be allwed to particvipate in the City of North Miami Teen Camp at no cost, in exchange for use of the game room at Joe Celestin Center;

2.1.3 Plan and coordinate the nine-week Program course;

2.1.4 Provide a guest speaker once per week or bi-weekly on a weekday to Program participants, not to exceed one (1) hour, with a minimum of forty-five (45) minutes;

2.1.5 The guest speaker topics should relate to fashion and/or the development of our youth;

2.1.6 Any promotional items should include the City logo;

2.1.7 The Program does not exceed the agreed upon camp start/end date and camp times, without prior approval from the City;

2.1.8 Program participants are supervised at all times by HIFF staff and/or volunteers;

2.1.9 All participants of the Program complete a mandatory registration form and are required to sign in and out of camp meetings;

2.1.10 The game room and its contents are returned to the City undamaged;

2.1.11 A completed Facility checklist, provided by Joe Celestin Center staff before and after use of the game room; and

2.1.12 A completed background check for all Program staff members and volunteers prior to working with youth.

2.1.13 HIFF covenants that it will satisfy the requirements and conditions of the Florida Sexual Predators Act (also known as the Jessica Lunsford Act) under Section 775.21, F.S., and the Lauren Book Child Safety Ordinance under Article XVII, Miami-Dade County Code of Ordinances, including background screening requirements, as provided by Florida law.

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

2.2.1 Facilitate Program curriculum;

2.2.2 Provide access to the Facility on Saturdays from 10:00 am through 2:00 pm, for the duration of the MOU;

2.2.3 Provide marketing for the Program through public Channel 77, the City's website, and flyer distribution;

2.2.4 Provide notice of HIFF guest speakers, within of 3-10 business days from receipt of guest speaker schedule;

2.2.5 Clean and maintain the Facility; and

2.2.6 Provide weekly reviews of HIFF compliance with the terms and conditions of this MOU, including a report of findings to be made available to HIFF within thirty (30) days of completion of the review.

ARTICLE 3 – RECORDS

3.1 HIFF shall maintain all Program related records including, but not limited to the following:

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

3.1.2 Provide written copies of all comments or complaints received, relating in any way to the Program under this MOU.

ARTICLE 4 – INSURANCE

4.1 Throughout the Term of this MOU, HIFF shall maintain the following insurance policies:

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

4.1.2 Comprehensive General Liability Insurance in an amount not less than One Million Dollars ($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 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 HIFF 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. HIFF will also insure that adequate replacement coverage is secured to avoid any coverage gaps in the event of cancellation or non-renewal.

ARTICLE 5 – NOTICE

5.1 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 HIFF 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: Leah Davis
Heeling in Fashion Foundation
2897 N. Druid Hills Rd. Suite #266
Atlanta, GA 30329
Phone: 863-216-8826
Email: Lindsey@heelinginfashion.org

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 125 Street
North Miami, FL 33161

ARTICLE 6 – MISCELLANEOUS PROVISIONS

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

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

6.3 HIFF 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.

6.4 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.

6.5 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.

6.6 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.

6.7 No modification or amendments to this MOU shall be binding on either Party unless in writing and signed by both Parties.

6.8 The City reserves the right to inspect or audit the records of HIFF as they pertain to the Program, at any time during the Term of the MOU and for a period of up to three (3) years after the MOU is terminated or completed.

6.9 HIFF 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.

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

6.11 HIFF shall assume full responsibility for any damage to the Facility or any areas or land adjacent to the Facility, resulting from the performance of this MOU.

6.12 HIFF 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 participants, invitees, or anyone else in the area.

6.13 HIFF 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 HIFF, its officers, directors, agents, partners, subcontractors, employees and managers in the performance of this MOU.

[*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: Lindsey E. Johnson

Date: 5/30/14

The Heeling in Fashion Foundation Inc., a Florida not for profit corporation: "**HIFF**"

By: _____

Print Name: Khalilah Davis

Date: 5/30/14

M. WILLIAMS
MY COMMISSION # EE 020884
EXPIRES: September 16, 2014
Bonded Thru Notary Public Underwriters

Notary

ATTEST:

By: _____
Michael A. Etienne
City Clerk

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

By: _____
Aleem Ghany
City Manager

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Regine M. Monestime
City Attorney

HEELI-1 OP ID: SM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/27/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Headley Insurance Agency, SF.
3544 S. Florida Ave
Lakeland, FL 33803
Scott Headley

CONTACT NAME: Commercial Dept
PHONE (A/C, No, Ext): 863-701-7411 FAX (A/C, No): 863-701-7417
E-MAIL ADDRESS: sarah@headleyinsurance.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : US Liability Insurance	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Heeling In Fashion Foundation Inc
2897 N Druid Hills Rd Ste 266
Atlanta, GA 30329

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR			NPP1561199	05/08/2014	05/08/2015	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ Included
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liab			NPP1561199	05/08/2014	05/08/2015	Occurence	1,000,000
							Aggregate	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Abuse & Molestation - Each Claim $100,000 / Aggregate $200,000

CERTIFICATE HOLDER

City of North Miami
Joe Celestin Center
1525 NW 135 Street
North Miami, FL 33161

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Scott Headley

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JEFF ATWATER
CHIEF FINANCIAL OFFICER

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION

*** * CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW * ***

NON-CONSTRUCTION INDUSTRY EXEMPTION

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

EFFECTIVE DATE: 5/21/2014 **EXPIRATION DATE:** 5/20/2016

PERSON: DAVIS KHALILAH L

FEIN: 272291105

BUSINESS NAME AND ADDRESS:

THE HEELING IN FASHION FO

2897 N. DRUID HILLS RD.

ATLANTA GA 30329

SCOPES OF BUSINESS OR TRADE:

SOCIAL SERVICES
ORGANIZATION-A

Pursuant to Chapter 440.05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to Chapter 440.05(12), F.S., Certificates of election to be exempt... apply only within the scope of the business or trade listed on the notice of election to be exempt. Pursuant to Chapter 440.05(13), F.S., Notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.