

2.4 **SUPERIOR AQUATIC TRAINING** will work within the budget that the City of North Miami currently has for swim lessons and fitness classes;

2.5 Program Hours: Saturday & Sunday 11:00 am – 12:00 pm year round;
Tuesday –Friday 4:30 pm - 5:30 pm (October-April);
Monday –Thursday 4:30 pm-6:10 pm (May-September)

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

3.1 Provide access to the Thomas Sasso Pool, 1100 NW 125 Street, North Miami, FL 33168 throughout the duration of the contract;

Sunday -Saturday 8:00 am – 12:30 pm; year round;
Tuesday –Friday 8:00am - 5:30pm; (October-April);
Monday –Thursday 8:00am-6:30pm (May-September)

3.2 Clean and maintain the pool; and

3.3 Provide two (2) monthly reviews, every two (2) weeks of **SUPERIOR AQUATIC TRAINING's** compliance with the terms and conditions of this MOU, with a report of findings to be made available to **SUPERIOR AQUATIC TRAINING** within ten (10) business days of completion of the review.

3.4 City of North Miami will provide seventy percent (70%) of revenue generated for Life Guard Training classes or Fitness Instructors and forty percent (40%) of all revenues generated by swim lesson program registration set forth by the program supervisor;

4. **SUPERIOR AQUATIC TRAINING** 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 A log of comments or complaints when received pertaining to the services provided under this MOU; and

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

4.4 Program supervisor, site leader and any other members of **SUPERIOR AQUATIC TRAINING** who have direct contact with program participants must complete and submit to the Parks and Recreation Director or its designee, a Level II Background Investigation as required by Section 397.451, Florida Statutes.

5. Throughout the term of this MOU, **SUPERIOR AQUATIC TRAINING** 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 **SUPERIOR AQUATIC TRAINING** 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. **SUPERIOR AQUATIC TRAINING** will also insure that adequate replacement coverage is secured to avoid any coverage gaps in the event of cancellation or non-renewal.

5.4 **SUPERIOR AQUATIC TRAINING** shall maintain the above insurance with City of North Miami as additional insured;

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

8. **SUPERIOR AQUATIC TRAINING** 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 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 **SUPERIOR AQUATIC TRAINING** 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. **SUPERIOR AQUATIC TRAINING** 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. **SUPERIOR AQUATIC TRAINING** 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. **SUPERIOR AQUATIC TRAINING** shall assume full responsibility for any damage to any areas or land resulting from the performance of this MOU.
17. **SUPERIOR AQUATIC TRAINING** 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. **SUPERIOR AQUATIC TRAINING** 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 **SUPERIOR AQUATIC TRAINING** 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 **SUPERIOR**

AQUATIC TRAINING 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: **SUPERIOR AQUATIC TRAINING**
Attn: Thomas Newton, Registered Agent
6463 Barton Creek Circle
Lake Worth, FL 33463

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

(The remainder of this page is intentionally left blank)

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

ATTEST:
Florida
Corporate Secretary or Witness:

SUPERIOR AQUATIC TRAINING, INC. a
for profit corporation.

Witnessed By: Sheila Newton
20848B3827D0436
Sheila Newton

Signed By: Scott Newton
158484A7D2C948B...
Scott Newton

Witness Name: _____

Print Name: _____

Witness Date: 11/30/2018

Signature Date: 11/30/2018

ATTEST:

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

By: Michael A. Etienne
2C7010872EE8414...
Michael A. Etienne, Esq.
City Clerk

By: Larry M. Spring, Jr.
C23984DF5A27245E...
Larry M. Spring, Jr.
City Manager

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Jeff P. H. Cazeau
8AF8443D714D491...
Jeff P. H. Cazeau, Esq.
City Attorney