

**FOOD SUPPLY SERVICES AGREEMENT BETWEEN THE
CITY OF NORTH MIAMI AND
VICTORY FOR YOUTH CORP., D/B/A SHARE YOUR HEART**

THIS FOOD SUPPLY SERVICES AGREEMENT (“Agreement”) is made between the **City of North Miami**, a Florida municipal corporation, located at 776 NE 125th Street, North Miami, FL (“City”) and **Victory for Youth Corp. d/b/a Share Your Heart, Inc.**, a Florida non-profit corporation organized and existing under the laws of the State of Florida, having a principal business address at 2400 South Dixie Highway, Second Floor, Miami, FL 33133 (“Contractor”). The City and Contractor shall collectively be referred to as the “Parties”, and each may individually be referred to as a “Party”.

WHEREAS, the City and Contractor, through mutual negotiations, have agreed upon a scope of services, schedule, and fee for the provision of Services as delineated herein; and

WHEREAS, as a result of such negotiations, the City desires to engage Contractor to perform the Services as specified herein; and

WHEREAS, upon receipt of the signed Agreement from the City of North Miami, Contractor shall begin to receive referrals to provide and deliver five hundred (500) household bags of approximately eleven (11) pounds (each bag) of non-perishable food, bi-monthly, to the Nomi Food Pantry located at the Sunkist Grove Community Center in the City of North Miami.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, Contractor and City agree as follows:

1. Scope of Services/Deliverables.

- 1.1 Contractor shall provide the City with food supply services for five hundred (500) households with bags of approximately eleven (11) pounds per bag of non-perishable food on a bi-monthly basis to the City of North Miami (“NOMI”) Food Pantry located at Sunkist Grove Community Center.
- 1.2 Services will be completed in accordance with Contractor’s proposal attached as Exhibit “A.”

2. Term/Commencement Date.

- 2.1 This Agreement shall become effective upon execution by both Parties and shall remain in effect from April 13, 2022, through September 30, 2022, unless terminated earlier in accordance with Section 8, below.
- 2.2 Contractor agrees that time is of the essence and Contractor shall provide Services within the timeframe provided by the City Manager.

3. Compensation and Payment.

- 3.1 The Contractor shall be compensated Fifty Thousand Dollars (\$50,000.00) for Services. Upon completion of the Services, Contractor shall submit its bill[s] for payment in a form

approved by the City. The bill[s] shall identify the Services completed and the amount charged. Contractor will submit invoices on a monthly basis. Contractor's total annual compensation shall not exceed Fifty Thousand Dollars (\$50,000.00).

- 3.2 The City shall pay Contractor within thirty (30) days from the receipt of Contractor's invoice.
- 3.3 If a dispute should occur regarding an invoice submitted, the City Manager may withhold payment of the disputed amount and may pay Contractor the undisputed portion of the invoice. Upon written request of the Finance Director, the Contractor shall provide written documentation to justify the invoice. Any compensation disputes shall be decided by the City Manager whose decision shall be final.

4. Sub-contractors.

- 4.1 The Contractor shall be responsible for all payments to any sub-contractors and shall maintain responsibility for all work related to the Services.
- 4.2 Any sub-contractors used on the Services must have the prior written approval of the City Manager or his designee.

5. City's Responsibilities.

- 5.1 Furnish to Contractor, at the Contractor's written request, all available maps, plans, existing studies, reports and other data pertinent to the Services to be provided by Contractor, in possession of the City.
- 5.2 Arrange for access to and make all provisions for Contractor to enter upon real property as required for Contractor to perform services as may be requested in writing by the Contractor (if applicable).
- 5.3 Follow regulations from the U.S. Department of Agriculture ("USDA") by maintaining storage areas for food clear and clean. Food must be kept six (6) inches from any floor, room temperature must be kept at seventy-six (76) degrees below, freezers must be kept below forty (40) degrees, and monthly records must be kept to verify a fumigation has been done each month. In addition, NOMI Food Pantry will be responsible for keeping documentation of every food bag distributed with signature of the household member and original paperwork to be given to Contractor on a bi-monthly basis. The City acknowledges that Contractor may cease food services until such time that the City corrects any USDA food service violations.

6. Contractor's Responsibilities.

- 6.1 The Contractor shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a professional Services Manager under similar circumstances. If at any time during the term of this Agreement, it is determined that the Contractor's deliverables are incorrect, defective or fail to conform to the Scope of Services, upon written notification from the City, the Contractor shall at Contractor's sole expense, immediately correct the work. The City in no way assumes or shares any responsibility or liability of the Contractor or sub-Contractor under this agreement.

6.2 Contractor will send a monthly report of all food bags used at the NOMI Food Pantry location.

7. Conflict of Interest.

7.1 To avoid any conflict of interest or any appearance thereof, Contractor shall not, for the term of this Agreement, represent any private sector entities (developers, corporations, real estate investors, etc.), with regard to any City related matter.

8. Termination.

8.1 Either Party, without cause may terminate this Agreement upon sixty (60) days written notice of termination to the other Party. The City Manager may terminate this Agreement immediately with cause, by written notice of termination to Contractor.

8.2 Upon receipt of the written notice of termination. Contractor shall cease Services.

8.3 In the event of termination by the City Manager, the Contractor shall be paid for all Services accepted by the City Manager up to the date of termination, provided that the Contractor has first complied with the provisions of sub-Section 8.4, below.

8.4 Contractor shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Services, in a hard copy and electronic format specified by the City Manager within fourteen (14) days from the date of the written notice of termination or the date of expiration of this Agreement.

9. Nondiscrimination.

9.1 During the term of this Agreement, Contractor shall not discriminate against any of its employees, Sub-Contractors or applicants for employment because of their race, color, religion, sex, or national origin, and to abide by all Federal and State laws regarding nondiscrimination.

10. Attorneys' Fees and Waiver of Jury Trial.

10.1 In the event of any litigation arising out of this Agreement, each Party shall be responsible for their attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

10.2 In the event of any litigation arising out of this Agreement, each Party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

11. Indemnification.

11.1 Contractor shall defend, indemnify, and hold harmless the City, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of

action, judgment or damages, arising out of, related to, or any way connected with Contractor's performance or non- performance of any provision of this Agreement including, but not limited to, liabilities arising from contracts between the Contractor and third parties made pursuant to this Agreement. Contractor shall reimburse the City for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, or in any way connected with Contractor's performance or nonperformance of this Agreement. This section shall be interpreted and construed in a manner to comply with any applicable Florida Statutes, as amended from time to time.

- 11.2 Contractor shall be held harmless of any liability, loss, damage or expense caused by NOMI Food Pantry through this proposal.
- 11.3 The provisions of this section shall survive termination of this Agreement.
- 11.4 Nothing contained in this Agreement is any way intended to be a waiver of the limitation placed upon the City's liability as set forth in Chapter 768, Florida Statutes (2021). 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.

12. Notices/Authorized Representatives.

12.1 Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid, return receipt requested, or by a private postal service, addressed to the Parties (or their successors) at the following addresses:

For The Contractor: Victory for Youth Corp. d/b/a Share Your Heart
Josef Mysorewala, Registered Agent
2000 S. Dixie Highway, Suite 112
Miami, FL 33133

For the City: **City of North Miami**
Attn: City Manager
776 NE 125th Street
North Miami, Florida 33161

With copy to: City of North Miami
Attn: City Attorney
776 NE 125th Street
North Miami, Florida 33161

13. Governing Law.

13.1 This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Exclusive venue for any litigation arising out of this Agreement shall be in Miami-Dade County, Florida, or the Southern District of Florida.

14. **Entire Agreement/Modification/Amendment.**

- 14.1 This writing contains the entire Agreement of the Parties and supersedes any prior oral or written representations. No representations were made or relied upon by either Party, other than those that are expressly set forth herein.
- 14.2 No agent, employee, or other representative of either Party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

15. Ownership and Access to Records and Audits.

- 15.1 All records, books, documents, maps, data, deliverables, papers and financial information (“Records”) that result from the Contractor providing services to the City under this Agreement shall be the property of the City.
- 15.2 The City Manager or his designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any Records of the Contractor involving transactions related to this Agreement.
- 15.3 The City Manager may cancel this Agreement for refusal by the Contractor to allow access to the City Manager or his designee of any Records pertaining to work performed under this Agreement that are subject to the provisions of Chapter 119, Florida Statutes (2019).

16. Non-assignability.

- 16.1 This Agreement shall not be assignable by Contractor unless such assignment is first approved by the City Manager. The City is relying upon the apparent qualifications and personal expertise of the Contractor, and such firm's familiarity with the City's area, circumstances and desires.

17. Severability.

- 17.1 If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

18. Independent Contractor.

- 18.1 The Contractor and its employees, volunteers and agents shall be and remain independent contractors and not agents or employees of the City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the Parties.

19. Compliance with Laws.

- 19.1 The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the Services.

20. Waiver.

20.1 The failure of either Party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

21. Survival of Provisions.

21.1 Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either Party.

22. Prohibition of Contingency Fees.

22.1 The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

23. Counterparts.

23.1 This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterpart shall constitute one and the same instrument.

24. Miscellaneous Provisions.

24.1 Contractor 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.

24.2 Services to be provided by Contractor pursuant to this Agreement shall be non-exclusive, and nothing herein shall preclude the City from engaging other firms to perform Services.

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

24.4 In the event of any dispute arising under or related to this Agreement, 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 Agreement, including all such actual attorney fees, costs and expenses at all judicial levels, including appeal, until such dispute is resolved with finality.

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

ATTEST:

Victory for Youth Corp. d/b/a Share Your Heart, a Florida non-profit corporation,

Corporate Secretary or Witness:

“Contractor”:

By:_____

By:_____

Print Name:_____

Print Name:_____

Title:_____

Title:_____

Date:_____

Date:_____

ATTEST:

City of North Miami, a Florida municipal corporation, **“City”**:

By:_____

Vanessa Joseph, Esq.
City Clerk

By:_____

Theresa Therilus, Esq.
City Manager

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

By:_____

Jeff P. H. Cazeau, Esq.
City Attorney