

**PROGRAMMING AGREEMENT  
BETWEEN THE CITY OF NORTH MIAMI,  
FLORIDA AND LITTLE HAITI FC, INC.**

**THIS AGREEMENT** (“Agreement”) is between the **City of North Miami**, a Florida municipal corporation, hereafter “**City**”, whose address is 776 NE 125 Street, North Miami, Florida 33161 and **Little Haiti FC, Inc.**, a Florida Not-For-Profit Corporation, hereafter “**Programming Partner**,” whose address is 6301 NE 2nd Avenue, Miami, FL 33138.

In consideration of the mutual covenants herein, the City and Programming Partner (sometimes hereafter referred to collectively as the “**Parties**” and individually as a “**Party**”) agree as follows:

**A. EFFECTIVE TERM**

The effective term of this Agreement shall be from **March 25, 2025**, through September 30, 2026, subject to the Programming Partner’s performance (“Effective Term”).

**B. TERMS OF RENEWAL**

This Agreement may be renewed for a maximum of two (2) successive three (3)-year terms upon written authorization from, and at the sole discretion of, the City, along with an acknowledgment from the Programming Partner. In determining whether to renew this Agreement, the City, in its sole discretion and in accordance with Miami City Commission authorization, will consider, but is not limited to, the following factors:

1. Programming Partner meeting the performance requirements specified in this Agreement.
2. Continued demonstrated and documented need for the programming funded.
3. Program performance, fiscal performance, and compliance by the Programming Partner that is deemed satisfactory in the City’s sole discretion.
4. If applicable, the City in its sole discretion will initiate re-negotiation of this Agreement before the agreement term expires.
5. The Programming Partner’s performance under any other agreement with the City.

Before the City may contemplate whether it will renew this Agreement, the Programming Partner must first submit updated documents for the City’s approval. The aforementioned updated documents are: scope of services, budget, copy of subcontracts (if applicable), floorplan/use of space/schedule of activities, proof of fidelity bond insurance (if applicable), proof of worker’s compensation insurance (if applicable), proof of comprehensive general liability insurance, proof of automobile liability insurance (if applicable), proof of professional liability insurance (if applicable), proof of property coverage (if applicable), proof of tax status, proof of staff level 2 background screenings (for staff listed in the budget, and for all persons interacting with children, the elderly, or persons with disabilities), affidavit of level 2 background screenings, a summary of the work completed in the previous year, and any/all other documents that the City deems necessary. The City agrees to not unreasonably delay renewal.

**C. SCOPE OF SERVICES**

1. The Programming Partner agrees to render programming, at Ben Franklin Park, located at 13400 NW 12 Ave, North Miami, Florida 33168 (“**Park**”) in accordance with the Scope of Services, as set forth in Attachment A, hereafter “**Services**” or “**Programming**,” to this Agreement. The Programming Partner shall implement the

Programming in a manner deemed satisfactory to the City. Any modification to the Programming shall not be effective until approved, in writing, by the City and the Programming Partner.

2. The Programming activities and performance measures, as well as complete and accurate data and Programming information will be used in the evaluation of the Programming Partner's overall performance.
3. The Parties agree and acknowledge that Programming Partner shall not cause or take part in any activities that are outside the Scope of Services, as described in Attachment A, without prior written authorization from the Director of the Department of Parks and Recreation and without proper permits.

#### **D. TOTAL FUNDING**

1. **City funding.** Subject to the availability of funds, and budgetary approval, the maximum annual amount payable from Programming Partner to the City rendered under this Agreement shall not exceed \$0.00. The Programming Partner agrees to adhere to Attachment B of this Agreement, which is attached hereto and incorporated herein: Other Fiscal Requirements, Budget and Method of Payment. The Parties acknowledge that Attachment I, if applicable, whose terms are incorporated herein in their entirety, has been implemented and that the criteria found therein has been completed, and therefore the Programming Partner has been compensated in accordance with Attachment I, which is attached hereto and is incorporated herein, for the services rendered during the Effective Term of this Agreement. Notwithstanding any other provisions to the contrary herein, Programming Partner and City acknowledge there will be no funding provided to Programming Partner pursuant to this Agreement.

2. **Programming Partner Fees and Charges.** In the event the Programming Partner charges its program participants fees for its services provided in accordance with this Agreement, such fees shall not exceed the amounts set forth in the attached Schedule K unless otherwise approved by the City.

#### **E. FISCAL AND FACILITY MANAGEMENT**

##### **1. No Funding From City**

The City is not providing any funding to the Programming Partner under this Agreement. Accordingly, notwithstanding anything contained herein to the contrary, the provisions of Section E and any other provisions of this Agreement that impose any obligations on the Programming Partner in connection with or as a result of, or any other provisions which otherwise relate to, the payment of funds by the City to the Programming Partner shall not apply to the Programming Partner.

##### **2. Facility Maintenance Costs**

The City shall be responsible for all costs and expenses of the Park used by the Programming Partner in connection with providing the Programming, including, but not limited to, electricity, water, cooling and heating, telecommunications, internet, sewage, reasonable wear and tear of the facilities, waste collection, and routine janitorial services. The City, at its sole cost and expense, shall maintain the Park and

its facilities used by the Programming Partner in connection with providing the Programming in good working order. Notwithstanding anything contained herein to the contrary, Programming Partner shall (i) use disinfectant solution to clean/wipe high-touch areas, as designated by the City in writing, in the portions of the Park utilized by Programming Partner, on a daily basis, (ii) clean up after itself after conducting Programming so that the portions of the Park utilized by Programming Partner are in as-good or better condition than when Programming Partner began its Services on that day, and (iii) bag the garbage in the portions of the Park that Programming Partner has utilized and place said bagged garbage in an area designated by the City in writing, on a daily basis.

### **3. Assignments and Subcontracts**

The Programming Partner shall not assign this Agreement to another party. The Programming Partner shall not subcontract any Programming under this Agreement without written prior approval from the City. In any subcontract, the Programming Partner shall incorporate appropriate language from this Agreement into each subcontract and shall require each subcontractor providing Programming to be governed by the terms and conditions of this Agreement. The Programming Partner shall submit to the City a copy of each subcontract to this Agreement within thirty (30) days of the subcontract's execution. All subcontractors are subject to monitoring by the Programming Partner and/or the City, in the same manner as the Programming Partner under the terms of this Agreement. The Programming Partner acknowledges and agrees that the City and any subcontractor to this Agreement have authority to communicate and exchange information about any agreement, program, and/or fiscal issues. The Programming Partner waives any and all claims, demands, and/or legal action based upon any such communications

The Programming Partner shall be responsible for all Programming performed, and all expenses incurred, under this Agreement, including Programming provided and expenses incurred by any and all subcontractors. The City shall not be liable to any subcontractor for any reimbursable expenses or liabilities incurred under any subcontract. The Programming Partner shall be solely liable for any expenses or liabilities incurred under any subcontract. The Programming Partner agrees to hold harmless, indemnify, and defend, at the Programming Partner's expense, the City against any claims, demands or actions related to any subcontract.

The Programming Partner and any subcontractor must be currently qualified to conduct business in the State of Florida and must have the required licenses and permits required to do business in the City at the time that a subcontractor agreement is entered into and Programming is rendered.

### **4. Compliance**

The Programming Partner agrees to maintain and ensure its compliance, as applicable, with federal, state, county, and local laws. This includes, but is not limited to, maintaining an active status in good standing as a Florida Not-For-Profit Corporation, adherence to IRS rules and regulations requiring timely filing of tax documents to maintain tax-exempt status, as well as IRS rules and regulations, and other grant funded

ongoing compliance requirements, pertaining to the use of City parks and recreation facilities.

The Programming Partner understands and agrees that the real property, facilities, and/or improvements thereon at the Park that are being used for the Program have been or may have been constructed, improved, and/or acquired through funding from tax-exempt bonds and other restricted funds. Accordingly, the Programming Partner understands and agrees that its uses of the Park are limited to the Program for public services and that the Programming Partner will not undertake or allow its subcontractors to undertake any private uses of the Park for their own private purposes. Failure to comply with this compliance requirement shall result in termination of this Agreement by the City.

#### **F. INDEMNIFICATION BY PROGRAMMING PARTNER**

The Programming Partner agrees to indemnify, hold/ save harmless, release, and defend at its own costs and expense, the City, its officials, and employees from claims (collectively referred to as "Indemnitees") and each of them from and against all loss, costs, penalties, fines, damages, claims, expenses, or liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the negligent performance or non-performance, of the Services contemplated by this Agreement (whether active or passive), of the Programming Partner or its employees or subcontractors (collectively referred to as "the Programming Partner") which is directly caused, in whole or in part, by any act, omission, default or negligence (whether active or passive or in strict liability) of the Programming Partner, or any of them, or (ii) the failure of the Programming Partner to comply materially with any of the requirements herein, or (iii) the failure of the Programming Partner to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, local, federal or state, in connection with the performance of this Agreement even if it is alleged that the City, its officials and/or employees were negligent. The Programming Partner expressly agrees to indemnify, hold/ save harmless, release, and defend at its own costs and expense, the Indemnitees, or any of them, from and against all liabilities which may be asserted by an employee or former employee of the Programming Partner, or any of its subcontractors, as provided above, for which the Programming Partner's liability to such employee or former employee would otherwise be limited to payments under state Workers' Compensation or similar laws. The Programming Partner further agrees to indemnify, hold/ save harmless, release, and defend at its own costs and expense, the Indemnitees from and against (i) any and all Liabilities imposed on account of the violation of any law, ordinance, order, rule, regulation, condition, or requirement, related directly to the Programming Partner's negligent performance under this Agreement, compliance with which is left by this Agreement to the Programming Partner, and (ii) any and all claims, and/or suits for labor and materials furnished by the Programming Partner or utilized in the performance of this Agreement or otherwise.

The Programming Partner's obligations to indemnify, hold/ save harmless, release, and defend at its own costs and expense, the Indemnitees shall survive the termination/expiration of this Agreement.

The Programming Partner understands and agrees that any and all liabilities regarding the use of any subcontractor for Services related to this Agreement shall be borne solely by the Programming

Partner throughout the duration of this Agreement and that this provision shall survive the termination or expiration of this Agreement, as applicable.

#### **G. COPYRIGHTS AND RIGHT TO DATA/MATERIALS**

Where activities supported by this Agreement produce original writing, data, sound recordings, pictorial reproductions, drawings or other graphic representations and works of similar nature, the City has a license to reasonably use, duplicate and disclose such materials in whole or in part in a manner consistent with the purposes and terms of this Agreement, and to have others acting on behalf of the City to do so, provided that such use does not compromise the validity of any copyright, trademark or patent. If the data/materials so developed are subject to copyright, trademark or patent, legal title and every right, interest, claim or demand of any kind in and to any patent, trademark or copyright, or application for the same, will vest in the Programming Partner or with any applicable third party who has licensed or otherwise permitted the Programming Partner to use the same. The Programming Partner agrees to allow the City and others acting on behalf of the City to have reasonable use of the same consistent with the purposes and terms of this Agreement, at no cost to the City, provided that such use does not compromise the validity of such copyright, trademark or patent.

#### **H. OWNERSHIP AND LICENSING OF INTELLECTUAL PROPERTY**

This Agreement is subject to the provisions, limitations and exceptions of Chapter 119, Florida Statutes, regarding public records. Accordingly, to the extent permitted by Chapter 119, Florida Statutes, the Programming Partner retains sole ownership of intellectual property developed under this Agreement. The Programming Partner is responsible for payment of required licensing fees if intellectual property owned by other parties is incorporated by the Programming Partner into the services required under this Agreement. Such licensing should be in the exclusive name of the Programming Partner. Payment for any licensing fees or costs arising from the use of others' intellectual property shall be at the sole expense of the Programming Partner.

The Programming Partner agrees to indemnify, hold/ save harmless, release, and defend the City from liability of any nature or kind, including costs and expenses for or on account of third party allegations that use of any intellectual property owned by the third party and provided, manufactured or used by the Programming Partner in the performance of this Agreement violates the intellectual property rights of that third party.

#### **I. BREACH OF CONTRACT AND REMEDIES**

##### **1. Breach**

A material breach by the Programming Partner shall have occurred under this Agreement if the Programming Partner through action or omission causes any of the following:

- a. Fails to comply with Background Screening, as required under this Agreement;
- b. Fails to provide the Programming outlined in the Scope of Services (Attachment A) within the Effective Term of this Agreement;
- c. Fails to correct an imminent safety concern or take acceptable corrective action;
- d. Does not furnish and maintain the certificates of insurance required by this Agreement or as determined by the City;
- e. Does not meet or satisfy the conditions of award required by this Agreement;

- f. Does not submit or submits incomplete or incorrect required reports pursuant to the Scope of Services (Attachment A), as well as elsewhere in this Agreement;
- g. Refuses to allow the City access to records or refuses to allow the City to monitor, evaluate and review the Programming Partner's program on site;
- h. Fails to comply with incident reporting requirements as described herein;
- i. Attempts to meet its obligations under this Agreement through fraud, misrepresentation or material misstatement;
- j. Fails to correct deficiencies found during a monitoring, evaluation or review within a specified reasonable time;
- k. Fails to meet the terms and conditions of any obligation or repayment schedule to the City or any of its agencies;
- l. Fails to maintain the confidentiality of participant files, pursuant to Florida and federal laws;
- m. Fails to fulfill in a timely and proper manner any and all of its obligations, covenants, contracts and stipulations in this Agreement; and
- n. Fails to allow audit of its operations or inspection of its program locations funded by the City. Sections 18-100 to 18-102 of the City Code dealing with Audits and Inspections are deemed as being incorporated by reference herein and apply to this Agreement as Supplemental Terms.
- o. Failure to submit a detailed quarterly written schedule of any and all activities that the Programming Partner will provide in the Park to the Director of the City's Department of Parks and Recreation prior to said activities occurring, but solely to the extent that such activities or schedule are materially different from those contemplated on Attachment A or Attachment E, as applicable.
- p. Failure to bag garbage and place it in the designated area daily, clean up after itself after Programming daily, and wipe down high-touch points daily, as described in Section E above.

Waiver of breach of any provisions of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement. Programming Partner agrees to report to City of a breach in writing immediately after Programming Partner learns of said breach.

## 2. Remedies

If the Programming Partner fails to cure any breach of this Agreement within thirty (30) days after receiving written notice from the City identifying the breach, the City may pursue any or all of the following remedies:

- a. The City may, at its sole discretion, enter into a written performance improvement plan with the Programming Partner to cure any breach of this Agreement as may be permissible under state or federal law. Any such remedial plan shall be an addition to this Agreement and shall not affect or render void or voidable any other provision contained in this Agreement, costs, or any judgments entered by a court of appropriate jurisdiction.

- b. The City may terminate this Agreement by giving written notice to the Programming Partner of such termination and specifying the date of termination at least five (5) business days before the effective date of termination. In the event of such termination, the City may (a) request the Programming Partner to deliver to the City clear and legible copies of all finished or unfinished documents, studies, surveys, reports prepared and secured by the Programming Partner within the Park subject to the rights of the Programming Partner as provided for herein; (b) terminate or cancel, without cause, any other agreements entered into between the City and the Programming Partner by providing separate written notices to the Programming Partner of each such termination and specifying the effective date of termination, which must be at least five (5) business days before the effective date of such termination, in which event the City shall continue to review and pay verifiable requests for payment as provided for in such other agreements for services that were performed and/or for deliverables that were substantially completed prior to the effective date of such termination. The Programming Partner shall be responsible for their direct and indirect costs associated with such termination, including their own attorney's fees. Prior to the effective date of termination, the Programming Partner shall promptly cease using the City's logo, seal and/or any other reference to the City in connection with such Services, and shall promptly return, to the City, such logos, seals, and other items provided by the City.
- c. The City may seek enforcement of this Agreement including but not limited to filing an action with a court of appropriate jurisdiction. In the event litigation, arbitration, or mediation, between the parties hereto, arises out of the terms of this Agreement, each party shall be responsible for its own attorney's fees, costs, charges, and expenses through the conclusion of all appellate proceedings, and including any final settlement or judgment.
- d. The provisions of this Section I shall survive the expiration or termination of this Agreement.

## **J. TERMINATION**

The Parties retains the right to terminate this Agreement and any renewal/extension hereof at any time prior to the completion of the Services required under this Agreement and/or under any renewal/extension hereof, at-will and without penalty to either Party, in each case, upon thirty (30) days' prior written notice to the non-terminating Party. In that event, the terminating Party shall give written notice of termination to the non-terminating Party, as set forth in Section N above.

## **K. INSURANCE REQUIREMENTS**

Prior to, or on the execution date of this Agreement, the Programming Partner shall provide the City's Risk Management Department original Certificates of Insurance in accordance to Attachment F, naming the City of North Miami as an additional insured, which is attached hereto and is incorporated herein. Coverage for Workers' Compensation should be 1,000,000 Employers' Liability coverage. Failure by the Programming Partner to comply with Section K and Attachment F of this Agreement shall be a material breach of this Agreement. The City will not permit Programming Partner to utilize the Park until all required Certificates of Insurance have been provided to and have been approved by the City.

**1. Certificate Holder**

Certificate holder must read:

**The City of North Miami, Florida  
c/o Risk Management Department  
776 NE 125 Street  
North Miami, Florida 33161**

**And**

**Little Haiti FC, Inc.  
6301 NE 2<sup>nd</sup> Avenue  
Miami, Florida 33138**

**2. Classification and Rating**

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "A-" as to management, and no less than "Class V" as the financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the reasonable approval of the City.

The Programming Partner and/or the Programming Partner's insurance agent, as applicable, shall notify the City, in writing, of any material changes in insurance coverage, including, but not limited, to any renewals of existing insurance policies, not later than thirty (30) days prior to the effective date of making any material changes to the insurance coverage except for ten (10) days for lack of payment changes. The Programming Partner shall be responsible for ensuring that all applicable insurances are maintained and submitted to the City for the duration of this Agreement.

In the event of any change in the Programming Partner's Scope of Services (Attachment A), the City may increase, waive or modify, in writing any of the foregoing insurance requirements. Any request by the Programming Partner to decrease, waive or modify any of the foregoing insurance requirements shall be approved, in writing, by the City to any such decrease, waiver or modification.

In the event that an insurance policy is canceled, lapsed or expired during the effective period of this Agreement, the City shall not permit the Programming Partner to utilize the Park until a new Certificate of Insurance required under this Section is submitted and approved by the City. The new insurance policy shall cover the time period commencing from the date of cancellation of the prior insurance policy.

The City may require the Programming Partner to furnish additional and different insurance coverage, or both, as may be required from time to time under applicable federal or state laws or the City requirements. Provision of insurance by the Programming Partner, in no instance, shall be deemed to be a release, limitation, or waiver of any claim, cause of action or assessment that the City may have against the

Programming Partner for any liability of any nature related to performance under this Agreement or otherwise.

All insurance required hereunder may be maintained by the Programming Partner pursuant to a master or blanket policy or policies of insurance.

#### **L. PROOF OF TAX STATUS**

The Programming Partner is required to keep on file the following documentation for review by the City:

1. The Internal Revenue Service (IRS) tax status determination letter, if applicable;
2. The most recent (two years) IRS form 990 or applicable tax return filing within six (6) months after the Programming Partner's fiscal year end or other appropriate filing period permitted by law;
3. IRS form 941: employer's quarterly federal tax return. If required by the City, the Programming Partner agrees to submit form 941 within thirty (30) calendar days after the quarter ends and if applicable, any state and federal unemployment tax filings. If form 941 and unemployment tax filings reflect a tax liability, then proof of payment must be submitted within sixty (60) calendar days after the quarter ends; and
4. Programming Partner's Articles of Incorporation, Charter and Bylaws, and amendments thereto, if any, certified by the Programming Partner's Secretary to be current, complete and correct.
5. Corporate Resolution from Programming Partner which authorizes the signatory to sign this agreement thereby binding the Programming Partner to this Agreement, as set forth in Attachment G, which is attached hereto and is incorporated herein.

#### **M. FEDERAL TAX MATTERS RELATING TO TAX-EXEMPT FINANCING**

The Programming Partner acknowledges that it is advised by the City that property of the City used under this Agreement may have been financed with tax-exempt bonds issued for the benefit of the City. Accordingly, it is the intent of the Programming Partner and the City that this Agreement be interpreted in a manner that meets an exception from "private business use" under Section 141 of the Internal Revenue Code, and specifically meets a safe harbor from private business use under Internal Revenue Service Rev. Proc. 2017-13. In accordance therewith, the City represents that the term of this Agreement is not greater than the lesser of 30 years or 80% of the economic life of the property under this Agreement which may have been financed with tax-exempt bonds.

Notwithstanding any provision of this Agreement to the contrary, the City shall at all times exercise ultimate control over the assets and operations of the City and shall retain the ultimate authority and responsibility regarding the powers, duties, and responsibilities vested in the City by law and regulations. Subject to the foregoing, the City hereby grants to the Programming Partner the authority to conduct its Services set forth in Schedule A hereto and to perform the specific functions set out herein in accordance with policies adopted and directions given by the City. The City shall exercise a significant degree of control over the use of the Park by the Programming Partner, all as more specifically set forth in Rev. Proc. 2017-13.

The City and the Programming Partner understand that from this Agreement (1) the Programming Partner is not receiving any compensation from the City for its Services hereunder, (2) the Programming Partner is not receiving any compensation for the Services, and (3) the Programming Partner does not have any role or relationship with the City that substantially limits the City's ability to exercise its rights under this Agreement.

The Programming Partner agrees that it is not entitled to and will not take any tax position that is inconsistent with being a service provider to the City with respect to the property provided by the City that is managed or otherwise used under this Agreement. For example, the Programming Partner agrees not to claim any depreciation or amortization deduction, investment tax credit, or deduction for any payment as rent with respect to the property provided by the City that is managed or otherwise used under this Agreement. The Programming Partner specifically acknowledges and agrees that this Agreement is not a lease, and provides for no rights of any kind to the Programming Partner as a lessee.

#### **N. NOTICES**

All notices or other communication which shall or may be given pursuant to this Agreement shall be in writing, and shall be delivered by personal service or by registered mail to the other Party at the addresses indicated below. Such notice shall be deemed given on the day on which personally served or, if by registered mail, on the fifth (5) day after mailing or the date of actual receipt, whichever is earlier. It is each Party's responsibility to advise the other Party in writing of any changes in mailing address or personnel responsible for accepting Notices under this Agreement.

#### **CITY OF NORTH MIAMI**

City Manager City of  
North Miami  
776 NE 125 Street  
North Miami, FL 33161

#### **PROGRAMMING PARTNER**

Little Haiti FC, Inc.  
6301 NE 2<sup>nd</sup> Avenue  
Miami, Florida 33138  
Attention:

With copies to:

Director of Parks and Recreation City of  
North Miami  
1600 NE 126 Street  
North Miami, Florida 33161

City Attorney  
City of North Miami  
776 NE 125 Street  
North Miami, Florida 33161

#### **O. AUTONOMY**

The Parties agree that the Programming Partner and its employees, agents, servants, partners, principals and subcontractors are independent contractors, and not agents or employees of the City.

They shall not attain any rights, status or benefits under the Civil Service or Pension Ordinances of the City, or any rights, status or benefits generally afforded classified or unclassified employees, temporary or permanent, by virtue of this Agreement. Further, the Programming Partner and its employees, agents, servants, partners, principals and subcontractors shall not be entitled to any of the Florida Worker's Compensation benefits, healthcare benefits, or Unemployment Compensation benefits, available to employees of the City. In the event this Agreement is terminated, with or without cause, neither the Programming Partner nor its employees, agents, servants, partners, principals and subcontractors shall have recourse to any City grievance or disciplinary procedures. Access to, and use of, City Parks and Recreation facilities does not alter the status of the Programming Partner and its employees, agents, servants, partners, principals and subcontractors as independent contractors.

## **P. RECORDS, REPORTS, AUDITS AND MONITORING**

The provisions of this Section shall survive the expiration or termination of this Agreement, consistent with Florida laws.

### **1. Accounting Records**

The Programming Partner shall keep accounting records that conform to generally accepted accounting principles (GAAP). All such records will be retained by the Programming Partner for not less than three (3) years beyond the last date that all applicable terms of this Agreement have been complied with, and program specific audits have been completed by the City. However, if any audit, claim, litigation, negotiation or other action involving this Agreement or modification hereto has commenced before the expiration of the retention period, then the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular retention period, whichever is later.

### **2. Program Specific Audit**

City reserves the right to audit the records of the Programming Partner at any time during the performance of the Agreement, and for a period not less than three (3) years beyond the last date that all applicable terms of this Agreement have been complied with, and final payment has been received. The Programming Partner agrees to provide to the City all financial and other applicable records and documentation relevant to the Programming provided pursuant to this Agreement.

### **3. Access to Records**

The Programming Partner shall permit access to all records including subcontractor records, which relate to this Agreement at its place of business during regular business hours. The Programming Partner agrees to deliver such assistance as may be necessary to facilitate a review or audit by the City to ensure compliance with the terms of this Agreement. The City reserves the right to require the Programming Partner to submit to an audit by an auditor of the City's choosing and at the City's expense.

### **4. Monitoring**

The Programming Partner agrees to permit the City's personnel or contracted agents to perform random scheduled and/or unscheduled monitoring, reviews and evaluations of the Programming which is the subject of this Agreement, including any subcontracts

under this Agreement. The City shall monitor both administrative and programmatic compliance with all the terms and conditions of the Agreement. The Programming Partner shall permit the City to conduct site visits, participant interviews, participant assessment surveys, fiscal/administrative review and other assessments deemed reasonably necessary at the City's sole discretion to fulfill the monitoring function. A report of monitoring findings will be delivered to Programming Partner and the Programming Partner will remedy all deficiencies cited within the period of time specified in the report.

#### **5. Participant Records**

The Programming Partner shall maintain a separate file for each program participant. This file shall include all pertinent information regarding program enrollment and participation. At a minimum, the file will contain enrollment information (including parent registration consents and child demographics), and notes documenting referrals, special needs, or incident reports. These files shall be subject to the monitoring/review and inspection requirements under this Agreement, subject to applicable confidentiality requirements. All such records will be retained by the Programming Partner for not less than three (3) calendar years after the program participant is no longer enrolled. The Programming Partner agrees to comply with all applicable state and federal laws on privacy and confidentiality.

#### **6. Internal Documentation/Records Retention**

Programming Partner agrees to maintain and provide for inspection to the City, during regular business hours the following as may be applicable: (1) personnel files of employees which include hiring records, background screening affidavits, job descriptions, verification of education and evaluation procedures; (2) authorized time sheets, records and attendance sheets to document the staff time billed to provide Programming pursuant to this Agreement; (3) program participant consent and information release forms; (4) City policies and procedures; and (5) such other information related to Programming as described in Attachment A or as required by this Agreement. The Programming Partner shall retain all records for not less than three (3) years beyond the last date that all applicable terms of this Agreement have been complied with and final payment has been received, and program specific audits have been completed by the City.

Programming Partner agrees to submit a detailed monthly written schedule of any and all activities that the Programming Partner will provide in the Park to the Director of the City's Department of Parks and Recreation Preliminary prior to said activities occurring. The aforementioned detailed monthly written schedule must include the specific dates, the specific times, the specific locations in the Park, and a description of the specific activities. Additionally, Programming Partner agrees to provide a schedule of Services that covers the Effective Term, in a form acceptable to the Director of the City's Department of Parks and Recreation, attached hereto and incorporated herein in Attachment E ("Preliminary Proposed Schedule of Services"), which is attached hereto and is incorporated herein.

## 7. **Public Records**

Programming Partner understands that the public shall have access, at all reasonable times, to all documents and information pertaining to the City, subject to the provisions of Chapter 119, Florida Statutes, and any specific exemptions there from, and Programming Partner agrees to allow access by the City and the public to all documents subject to disclosure under applicable law unless there is a specific exemption from such access. Programming Partner's failure or refusal to comply with the provisions of this Section shall result in immediate termination of the Agreement by the City.

Pursuant to the provisions of Chapter 119.0701, Florida Statutes, Programming Partner must comply with the Florida Public Records Laws, specifically Programming Partner must:

1. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service/Programming.
2. Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
4. Meet all requirements for retaining public records and transfer, at no cost to the City, all public records in possession of the Programming Partner upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
5. All records stored electronically must be provided to the City in a format compatible with the information technology systems of the City.

Programming Partner agrees that any of the obligations in this Section will survive the term, termination, and cancellation hereof.

IF PROGRAMMING PARTNER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PROGRAMMING PARTNER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT AS A PUBLIC CONTRACT, PLEASE CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT TELEPHONE NUMBER 305-416-1800, EMAIL: [North Miami, FL Records Requests - Make a new request](#).

## **Q. MODIFICATIONS**

Any amendments, alterations, variations, modifications, extensions or waivers to this Agreement including, but not limited to, amount payable and Effective Term shall only be valid when they have been reduced to writing, duly approved and signed by both Parties. Except for changes to

the total amount payable and changes to the length of the effective term, the City Manager is authorized pursuant to City Commission Resolution No. R-21-0085, adopted on February 25, 2021, to negotiate and execute all necessary amendments, extensions, renewals or modifications of this Agreement. Any changes to this Agreement to modify the total amount payable and/or to change the length of the Effective Term shall require further City Commission approval(s).

#### **R. GOVERNING LAW & VENUE**

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of the terms of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the state courts of the Eleventh Judicial Circuit, in and for, Miami-Dade County, Florida. The Parties agree to irrevocably waive any rights to a jury trial.

#### **S. STAFF AND VOLUNTEER BACKGROUND CHECK REQUIREMENTS**

All employees, agents, servants, partners, principals and subcontractors of the Programming Partner who work in direct contact with children, the elderly, or individuals with disabilities or who may come into direct contact with children, the elderly, or individuals with disabilities at the City Parks and Recreation facility listed in Scope of Services (Attachment A) must complete a Level 2 background screening that complies with its requirements prior to commencing work pursuant to this Agreement. This requirement also applies to all volunteers who provide services to children, the elderly, or individuals with disabilities regardless of the number of volunteer hours they provide. Occasional or transient repair or maintenance persons who appear on the site should be escorted to their work areas and then supervised during the time they are present to conduct their work.

Level 2 Background screenings must be completed through the Florida Department of Law Enforcement (FDLE) VECHS (Volunteer & Employee Criminal History System) Program. Satisfactory background screening documentation will be accepted from those entities that already conduct business with the Department of Children and Families (DCF), the Department of Juvenile Justice (DJJ), Department of Elder Affairs (DOEA) or the Miami Dade County Public School System (MDCPS). A clearance letter from the MDCPS Office of Professional Standards indicating the person has successfully completed a Level 2 screening will be accepted. If background screenings are completed with VECHS, then the Programming Partner shall complete Attachment D "Affidavit of Level 2 Background Screenings," which is attached hereto and is incorporated herein, for each Agreement term.

The Programming Partner shall re-screen each employee, agent, servant, partner, principal and subcontractor every five (5) years. All Programming Partners are required to review annually, at minimum, The Dru Sjodin National Sex Offender Public Website.

#### **T. PERSONS WITH DISABILITIES AND THEIR FAMILIES**

The Programming Partner understands that the City expects the Programming Partner to meet the federal standards under the Americans with Disabilities Act. By policy of the City, the Programming Partner's must also implement reasonable programmatic accommodations to include persons with disabilities and their families, whenever possible. Notwithstanding anything to the contrary, the Programming Partner shall not be required to make any alteration to any City

park or recreation facility or other building or structure which is not owned by the Programming Partner.

## **U. REGULATORY COMPLIANCE**

### **1. Non-Discrimination and Civil Rights**

The Programming Partner shall not discriminate against an employee, volunteer, agent, servant, partner, principal, subcontractor or participant of the Programming Partner on the basis of race, color, gender, pregnancy, marital status, familial status, sexual orientation, religion, ancestry, national origin, disability, or age, except that programs may target services for specific target groups, as may be defined in the competitive solicitation, if applicable, or the Scope of Services (Attachment A).

The Programming Partner shall demonstrate that it has standards, policies, and practices necessary to render programming in a manner that respects the worth of the individual and protects and preserves the dignity of people of diverse cultures, classes, races, religions, sexual orientation, ages, and ethnic backgrounds.

The Programming Partner agrees to abide by Chapter 11A of the Code of Miami-Dade County ("County Code"), as amended, which prohibits discrimination in employment, housing and public accommodations; Title VII of the Civil Rights Act of 1968, as amended, which prohibits discrimination in employment and public accommodation; the Age Discrimination Act of 1975, 42 U.S.C. Section 6101, as amended, which prohibits discrimination in employment because of age; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which prohibits discrimination on the basis of disability; and the Americans with Disabilities Act, 42 U.S.C. §12101 et seq., which prohibits discrimination in employment and public accommodations because of disability.

It is expressly understood that upon receipt of evidence of discrimination under any of these laws, the City shall have the right to terminate all or any portion of this Agreement. If the Programming Partner or any owner, subsidiary, or other firm affiliated with or related to the Programming Partner, is found by the responsible enforcement agency or the courts to be in violation of these laws, said violation will be a material breach of this Agreement and the City will conduct no further business with the Programming Partner.

### **2. Conflict of Interest**

The Programming Partner represents that the execution of this Agreement does not violate the City's Conflict of Interest Code, Miami Dade County's Conflict of Interest and Code of Ethics Ordinance, and Florida Statutes §112 as amended, which are incorporated herein by reference as if fully set forth herein. The Programming Partner agrees to abide by and be governed by these conflict of interest provisions throughout the course of this Agreement and in connection with its obligations hereunder.

### **3. Licensing**

The Programming Partner (and subcontractor, as applicable,) shall obtain and maintain in full force and effect during the term of this Agreement any and all licenses,

certifications, approvals, insurances, permits and accreditations, required by the City, Miami-Dade County, State of Florida, or the Federal Government. The Programming Partner must be qualified and registered to do business in the State of Florida both prior to and during the Agreement term with the City.

#### **4. Incident Reporting**

An incident is defined as any actual or alleged event or situation that creates a significant risk of substantial or serious harm to the physical or mental health, safety or well-being of a program participant. Reportable incidents include, but are not limited to, allegations of abuse, neglect or exploitation of a child, aged person or individual with a disability, injury of a program participant, loss of property used for the program, or destruction of property used in the program.

The Programming Partner shall immediately report knowledge or reasonable suspicion of abuse, neglect, or abandonment of a child, aged person, or individual with a disability to the Florida Abuse Hotline on the statewide toll-free telephone number (1-800-96-ABUSE). As required by Chapters 39 and 415, Florida Statutes, this is binding upon both the Programming Partner and its employees, agents, servants, partners, principals and subcontractors.

The Programming Partner shall notify the City of any incident as defined within three (3) days after the Programming Partner is informed of such incident. The Programming Partner shall provide written notification of the incident together with a copy of an incident report. The report must contain the following:

- a. Name of reporter (person giving the notice);
- b. Name and address of victim and guardian, if applicable;
- c. Phone number where the reporter can be contacted;
- d. Date, time, and location of incident; and
- e. Complete description of incident and injuries, if any.

Police report and actions taken shall be submitted to the City within fifteen (15) days of the incident. The Programming Partner shall provide written notification to the City, within seven (7) days of any legal action related to the incident.

#### **5. Sexual Harassment**

The Programming Partner shall complete an incident report in the event a program participant, employee, agent, servant, partner, principal or subcontractor makes an allegation of sexual harassment, sexual misconduct or sexual assault by another program participant, employee, agent, servant, partner, principal or subcontractor arising out of the performance of this Agreement and the Programming Partner has knowledge thereof. The Programming Partner shall provide written notification to the City within three (3) business days after the Programming Partner is informed of such an allegation. The Programming Partner shall provide written notification to the City, within seven (7) business days, if any legal action which is filed as a result of such an alleged incident.

## **6. Proof of Policies**

The Programming Partner and subcontractor, as applicable, shall keep on file copies of its policies including but not limited to confidentiality, incident reporting, sexual harassment, non-discrimination, equal opportunity and/or affirmative action, Americans with Disabilities Act, and drug-free workplace.

## **V. CONSENT**

The Programming Partner must obtain parental/legal guardian consent, in a form reasonably acceptable to the City, for all minor participants in order for said minor participants to participate in Programming.

The Programming Partner will ask Programming participants, or their parent or legal guardian, to sign a voluntary Consent to Photograph form. The signed consent form for photography will be maintained and filed in the Programming participant's record. The consent shall be part of the Programming participants' registration form and signed by the Programming participant or parent/legal guardian, if applicable, before Services commence or assessments are administered. Any refusal of consent must be properly documented and signed by the Programming participant or parent/legal guardian, if applicable, on the consent form.

## **W. PROGRAMMING REPORTING REQUIREMENTS**

The Programming Partner shall submit to the City both financial and program reports. These reports shall describe the status of both the funds and Programming, fee schedules, comparison of actual accomplishments to the objectives set forth in the Scope of Services, which is attached hereto and incorporated herein as Attachment A, or other information as required by the City. The specific requirements, reporting periods, and submission deadlines are described in Attachment C to this Agreement, which is attached hereto and is incorporated herein, Programming Reporting Requirements.

## **X. PUBLICITY**

The Programming Partner agrees that activities, services and events funded by this Agreement shall recognize the City as a funding source. All publicity, public relations, advertisements and signs within the control of the Programming Partner must recognize the City for the support of all contracted activities and be reviewed and approved by the City prior to release or distribution. No press conference regarding the Programming being provided by the Programming Partner under this Agreement shall be scheduled without the prior written consent of the City.

The Programming Partner shall use its best efforts to ensure that all media representatives, when inquiring with the Programming Partner about the activities funded by this Agreement, are

informed that the City is a funding source. The Programming Partner shall, if it possesses the appropriate technology, provide a link between the website and the City's website.

#### **Y. PUBLICATIONS**

The Programming Partner agrees to supply the City, without charge, up to three copies of any publication developed in connection with implementation of programs addressed by this Agreement. Such publications will be reviewed and approved by the City prior to release or distribution and state that the program is supported and funded by the City. The Programming Partner agrees that the City will have use of copyrighted materials developed under this Agreement to the extent provided in, and subject to, the provisions of Sections G and H above.

#### **Z. HEADINGS, USE OF SINGULAR AND GENDER**

Section headings are for convenience only and are not intended to expand or restrict the scope or substance of the provisions of this Agreement. Wherever used herein, the singular shall include the plural and plural shall include the singular, and pronouns shall be read as masculine, feminine or neuter as the context requires.

#### **AA. SUCCESSORS AND ASSIGNS**

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

#### **BB. CERTIFICATION**

The Programming Partner certifies that it possesses the legal authority to enter into this Agreement by way of resolution, motion or other similar action that has been duly adopted or passed, as an official act of the Programming Partner's governing body, including all understandings and assurances contained herein, and directing and authorizing the person(s) identified as the official representatives(s) of the Programming Partner, to act in connection with the Agreement, and to provide such additional information as may be required from time to time by the City.

#### **CC. ENTIRE AGREEMENT**

This instrument and its attachments as referenced below constitute the only Agreement of the Parties hereto, relating to said Programming and correctly sets forth the rights, duties, and obligations of each to the other, as of this date. No other Agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind the Parties. If any provision of this Agreement is held invalid or void, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

#### **DD. RESOLUTION OF AGREEMENT DISPUTES**

Programming Partner understands and agrees that all disputes between Programming Partner and the City based upon an alleged violation of the terms of this Agreement by the City shall be submitted to the City Manager for his/her resolution, prior to Programming Partner being entitled to seek judicial relief in connection therewith. In the event that the amount of compensation hereunder exceeds Twenty-Five Thousand Dollars and No/Cents (\$25,000), the City Manager's decision shall be approved or disapproved by the City Commission. Programming Partner shall not be entitled to seek judicial relief unless: (i) it has first received City Manager's written decision, approved by the City Commission if the amount of compensation hereunder exceeds Twenty-Five

Thousand Dollars and No/Cents (\$25,000), or (ii) a period of sixty (60) days has expired, after submitting to the City Manager a detailed statement of the dispute, accompanied by all supporting documentation or ninety (90) days if City Manager's decision is subject to City Commission approval, or (iii) City has waived compliance with the procedure set forth in this Section by written instruments, signed by the City Manager.

#### **EE. COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Any party providing an electronic signature agrees to promptly execute and deliver to the other parties an original signed Agreement upon request.

#### **FF. NO JOINT VENTURE; NONTRANSFERABLE**

This Agreement is nontransferable. This Agreement is intended to create, and creates, a contractual relationship and is not intended to create, and does not create, any agency, partnership, joint venture or any like relationship between the Parties hereto. "Programming Partner" is a term that identifies the entity contracting with the City and does not imply the establishment of a partnership under Federal, State, or local law.

#### **GG. ATTACHMENTS**

Attached hereto and incorporated herein are the following attachments:

Attachment A: Scope of Services

Attachment B: Other Fiscal Requirements, Budget, and Method of Payment

Attachment C: Programming Reporting Requirements

Attachment D: Affidavit for Level 2 Background Screenings, if applicable

Attachment E: Preliminary Proposed Schedule of Services

Attachment F: Insurance Requirements

Attachment H: Attachment I: Service Authorization Letter, if applicable

Attachment J: COVID-19 Attachment

Attachment K: Program Fees and Charges

**[Remainder of page left intentionally blank. Next page is signature page.]**

**CITY OF NORTH MIAMI, A Florida  
Municipal Corporation**

By: \_\_\_\_\_  
Anna-Bo Emmanuel, Esq., FRA-RA,  
Interim City Manager

Attest:

By: \_\_\_\_\_  
Vanessa Joseph, Esq., City Clerk

*Approved as to Form and Correctness:*

By: \_\_\_\_\_  
Jeff P. H. Cazeua, Esq. City Attorney

*Approved as to Insurance Requirements:*

By: \_\_\_\_\_  
Kenneth C. McCoy,  
Director of Risk Management

*Approved as to Program Requirements*

By: \_\_\_\_\_  
Christine Carney, CPRP  
Director of Parks and Recreation

**LITTLE HAITI FC, INC., a Florida Not-For-Profit Corporation**

By: \_\_\_\_\_  
Gomez Don Laleau, President

Date: 2/26/25

Attest:

By: \_\_\_\_\_  
Print Name:  
Title:

## ATTACHMENT A

### PPA - SCOPE OF SERVICES Little Haiti Rush

1. Little Haiti FC, Inc. ('LHFC") is a 501(c)(3) nonprofit youth soccer program started in 2014 in Little Haiti, Miami that welcomes any interested local soccer players (boys and girls) ages 5-19 to join free of charge.
2. LHFC board members are volunteers and receive no compensation, with all funding going directly to coaching, equipment, uniforms, travel costs, registrations, tournament fees, tutoring, the basic needs, and additional costs of the program. LHFC has not received funding from the City or Miami Dade County, relying solely only on volunteer work 3rd donations by local stakeholders.
3. Little Haiti Soccer Park (the "Park") is LHFC's officially designated home field for the Florida Youth Soccer Association (FYSA) and other soccer authorities. LHFC uses one athletic field at the Park for practice, games and tournaments. Monday, Wednesday, & Friday from 5PM to 8PM, and Saturday from 9AM to 1PM, except holidays. LHFC also has shared access to a storage area for equipment, and at times approved by the Parks Department, access to the computer room for afterschool tutoring and assistance with homework.
4. As of June 2021, there are 120 students/players enrolled. We expect: to exceed 150-175 players during this Fall soccer season commencing in August just with word of mouth, with a goal of 300+ players in the next two years. The players are local kids from City and Miami-Dade County, mainly from Little Haiti and surrounding neighborhoods. LHFC is a needs-based program, all current players attend free of charge but when a player is able to pay for registration, tournament fees, travel and other costs. All funds are used directly for the program
5. LHFC provides professional coaching and instruction at different levels. Is, guidance, procedures, methodologies and systems relating to the development, training and management of soccer players and teams, tournament administration, travel logistics, other club activities and sport program services.
6. LHFC also requires that students/players attend school full time, they closely supervise their grades and schoolwork and provide afterschool tutoring and homework assistance when needed. LHFC founders are educators with decades of experience teaching local kids with excellent results.
7. The younger players ages 5-11 take part in the "Recreational Program". They practice 2 or 3 times per week and play in an in-house, intramural league on Saturday mornings at the Park. The goal is to eventually host other City of North Miami parks programs in our league, but mainly it is about introducing the kids to soccer, coaching and fundamentals.
8. Players ages 10-19 may participate in the "Travel Program", they practice 3 or 4 times per week and play in FYSA- local leagues and intramurals at the Park (home games) and away at different parks across Tri-County (away games). These players play against high-quality teams in leagues and tournaments.
9. Players are grouped by ages Under-8, U-10, U-12, U-14, U-16, U-17 and U-19. The older age groups play in leagues, tournaments and college showcases in Florida and outside Florida. College showcases are popular among college soccer coaches to recruit talent for scholarships, and players have great exposure.

10. LHFC agrees that it shall not discriminate against any person because of their race, color religion, gender, national origin, physical ability or sexual orientation and agrees to abide by all Federal and State laws regarding nondiscrimination.

## ATTACHMENT B

### **Other Fiscal Requirements, Budget and Method of Payment**

The Parties agree that this is a cost reimbursement method of payment Agreement; Programming Partner shall be paid for Programming rendered in accordance with this Agreement in an amount not to exceed the total funding amount set forth in Section D. Programming Partner agrees to timely pay all its employees for the fulfillment of Programming provided in this Agreement.

#### **Invoice Requirements**

Every request by Programming Partner for payment for Programming provided, work performed, or costs incurred pursuant to this Agreement shall be accompanied by a request for payment in a format prescribed by the City, which at a minimum shall include sufficient supporting details, receipts and/or invoices, made in accordance with the schedule set forth in the Line-Item Budget (“Budget”), which is attached hereto and made a part hereof, as may be reasonably required by the City to allow proper audit of Programming Partner’s expenses, should the City require an audit to be performed.

Each request for payment shall be in writing and contain a statement declaring and affirming that all expenditures were made in accordance with the Budget. Each request for payment must also be in a line-item form, as reflected in the Budget. All documentation in support of a request for payment shall be subject to approval at the sole discretion of the City. All invoices submitted for reimbursement must be paid by the Programming Partner prior to being included as part of a request for payment. A request for reimbursement shall include the original receipt or invoice, plus a copy of the check that was issued to pay the same. Copies of canceled checks must be submitted to the City within sixty (60) days of payment of a receipt or invoice. Should a receipt or an invoice be paid by various funding sources, a copy of the receipt or invoice may be submitted, but must indicate the exact amount paid by various funding sources that must equal the total of the receipt or invoice. No miscellaneous categories shall be accepted as a line-item in the Budget. Two (2) requests for line-item changes are allowable, with prior review and approval by the City. All line-item changes must be made on or before thirty (30) days prior to the end of the term of Agreement.

The City agrees to reimburse on a monthly billing basis. The request for payment is due on or before the fifteenth (15th) day of the month following the month in which expenditures were incurred (exclusive of legal holidays or weekends). A final request for payment (last monthly invoice of the Agreement term) from Programming Partner will be accepted by the City up to thirty (30) days after the expiration of this Agreement. If Programming Partner fails to comply with the applicable deadlines, all rights to payment shall be forfeited for those receipts and/or invoices Programming Partner is seeking reimbursement for. The City reserves the right to request any supporting documentation.

A request for payment provided hereunder shall be deemed to have been given if sent by hand delivery or recognized overnight courier, such as Federal Express, or if by certified U.S. mail with return receipt requested, addressed to the *City of North Miami Parks and Recreation Department*, at the place specified below:

Director  
City of North Miami Parks and Recreation  
1600 NE 126 Street  
North Miami, FL 33161

In order for a request for payment to be deemed proper as defined by the Florida Prompt Payment Act, all requests for payment must comply with the requirements set forth in this Agreement and must be submitted on the forms as prescribed by the City. Requests for payment and/or documentation returned to the Programming Partner for corrections may be cause for delay in receipt of payment. Late submission may result in delay in receipt of payment. The City shall pay the Programming Partner within thirty (30) calendar days of receipt of the Programming Partner's properly submitted request for payment and/or other required documentation.

The City may retain any payments due until all required reports, deliverables or monies owed to the City are submitted and accepted by the City.

### **Supporting Documentation Requirements**

Programming Partner shall maintain original records documenting actual expenditures and Programming provided according to the Budget and scope of services as required. Supporting documentation shall be made available and provided to the City upon request.

Programming Partner shall keep accurate and complete records of any fees collected, reimbursement, or compensation of any kind received from any client or other third party, for any Service covered by this Agreement, and shall make all such records available to the City upon request. Programming Partner shall maintain a cost allocation methodology that it uses to allocate its costs. Programming Partner shall use a cost allocation methodology which assures that the City is paying only its fair share of costs for services, overhead, and staffing not solely devoted to the program funded by this Agreement. Such methodology shall be made available to the City upon request.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]**

## ATTACHMENT C

### PROGRAMMATIC PERFORMANCE AND DATA REPORTING REQUIREMENTS

Programming Partner shall submit to the Department of Parks and Recreation performance measures as noted in the Scope of Service (Attachment A). Reporting includes electronic submission of quantity and outcome information, budget reports and quarterly reports.

Failure to meet the minimum standards for performance will constitute a breach of contract. The City of North Miami reserves the right in its sole discretion to determine remedies for such breach, including without limitation, terminating a contract, reducing funding (if applicable) commensurate with below-minimum performance, or imposing other remedies on Programming Partners below any minimum standard, including a performance improvement plan.

Programming Partners will be required to provide the following:

#### **Quarterly Reports:**

Due the 15th of the month following the most recent quarter

- October – December
- January – March
- April – June
- July - September

#### **Consisting of:**

- Programmatic Activities – Summary to include goals of program
- Number of children served
- Any applicable current fee schedule or proposed for upcoming quarter
- Outcomes from the programming and any performance measures
- Highlights/Successes
- Changes or Modifications to Program Plan
- Upcoming Special Events
- Any entities that are subcontracted as part of providing the program
- Financial Report Year To Date (Template to be provided)
- Have there been any incidents or accidents during the last quarter to be reported? If so, how was the incident handled and what was the final resolution? Was the Park Manager notified?
- Park Manager verification of physical contract compliance (form to be developed)
  - Use of Space
  - Program Delivery Confirmation
  - Verification of participants of served
  - Entity is in good working relationship with staff and participants
  - No logged complaints or issues from public regarding the program
  - Inspection of area used for any maintenance or repairs completed
  - Overall Feedback
- Budget Template as an additional attachment, based off of historical budget submitted

A Programming Partner may be asked to supply additional information if deemed necessary.

**ATTACHMENT D**

## Affidavit of Level 2 Background Screenings

In accordance with Section 943.0542 and Chapters 430, 435 and 39 of the Florida Statutes, as applicable, and pursuant to the requirements of Paragraph R of this Agreement entitled "Staff and Volunteer Background Check Requirements", the undersigned affiant makes the following statement under oath and under penalty of perjury, which is a first degree misdemeanor, punishable by a definite term of imprisonment not to exceed one year and/or a fine not to exceed \$1,000, pursuant to Sections 837.012 and 775.082, Florida Statutes.

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

Before me, the undersigned authority, personally appeared Gomez Don Laleau, President Authorized Programming Partner Representative of Little Haiti FC, Inc. who being by me first duly sworn, deposes and says:

I swear and affirm that the above-named contracted Programming Partner is compliant with the requirements for personnel background screening detailed in Section 943.0542 and Chapters 430, 435 and 39 of the Florida Statutes, as applicable, for all personnel having direct contact with children, the elderly, or individuals with disabilities.

(Signature of President)

2/26/25  
Date

Date

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_.

Who is personally known to me \_\_\_\_\_  
Who produced identification: \_\_\_\_\_  
Type of identification \_\_\_\_\_

---

**Signature of Person Taking Acknowledgment**

---

(Printed, Typed, or Stamped Name of Notary Public)

---

**Title or Rank**

---

Serial Number, if any

**ATTACHMENT E**

**[preliminary schedule]**

## ATTACHMENT F

### INSURANCE REQUIREMENTS- PROGRAMMING AGREEMENT

Name of Organization: Little Haiti FC, Inc.

#### **I. Commercial General Liability**

##### **A. Limits of Liability**

Bodily Injury and Property Damage Liability	
Each Occurrence	\$1,000,000
General Aggregate Limit	\$2,000,000
Personal and Adv. Injury	\$1,000,000
Products/Completed Operations	\$1,000,000

##### **B. Covered Exposures and Endorsements.**

City of Miami included as an additional insured
Primary and Non Contributory Endorsement
Contingent and Contractual Liability
Premises and Operations
Sexual Abuse and Molestation Coverage

#### **II. Business Automobile Liability**

##### **A. Limits of Liability**

Bodily Injury and Property Damage Liability	
Combined Single Limit	
Any Auto	
Including Hired, Borrowed or Non-Owned Autos	
Any One Accident	\$300,000

##### **B. Endorsements Required**

City of Miami included as an additional insured
---

#### **III. Worker's Compensation**

Limits of Liability  
Statutory-State of Florida  
Waiver of Subrogation

##### **Employer's Liability**

##### **A. Limits of Liability**

\$100,000 for bodily injury caused by an accident, each accident
\$100,000 for bodily injury caused by disease, each employee
\$500,000 for bodily injury caused by disease, policy limit

#### **IV. Professional/Error's & Omissions Liability**

##### Combined Single Limit

Each Claim	\$250,000
General Aggregate Limit	\$250,000
Retro Date Included	

<b>V. Accident/Medical Coverage</b>	\$25,000
-------------------------------------	----------

**The above policies shall provide the City of Miami with written notice of cancellation or material change from the insurer not less than (30) days prior to any such cancellation or material change.**

Companies authorized to do business in the State of Florida, with the following qualifications, shall issue all insurance policies required above:

The company must be rated no less than "A" as to management, and no less than "Class V" as to Financial Strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent. All policies and /or certificates of insurance are subject to review and verification by Risk Management prior to insurance approval.

**ATTACHMENT G**

**Corporate Resolution from Programming Partner**

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**ATTACHMENT H**

[COVID]

## **Attachment I**

### **Schedule of Fees**

(If applicable)

*The Programming Partner will not charge any fees to its participants for its services provided under this Agreement.*