DocuSign Envelope ID: FFE94ACF-E627-4484-A83E-8AB886F6A813

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF NORTH MIAMI AND THE KOREAN MARTIAL ARTS ACADEMY

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into on 3/14/19, by and between the City of North Miami, a Florida municipal corporation, having its principal office at 776 NE 125th Street, North Miami, FL 33161 ("City") and The Korean Martial Arts Academy, a for-profit corporation organized and existing under the laws of the State of Florida, having its principal office at The Korean Martial Arts Academy, 2920 NW 51st Terrace, Miami, FL 33142. The City and The Korean Martial Arts Academy shall collectively be referred to as the "Parties" and each may individually be referred to as a "Party".

RECITALS

WHEREAS, Instructor desires to implement programs at Joe Celestin Center, located at 1525 NW 135 Street ("Center"), to provide youth a program module that encourages physical activity, leadership skills, self-discipline and confidence through martial arts;

WHEREAS, the City desires to support and facilitate The Korean Martial Arts Academy's commitment to improving the quality of life for youth in our community.

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

1. The term of this MOU shall commence on April 9, 2019 and continue through, April 10, 2020 unless terminated with or without cause, by either Party. This MOU is subject to renewal for an additional term of one (1) year by written agreement between the Parties.

2. In addition to the responsibilities stated in this MOU, The Korean Martial Arts Academy shall provide its program for up to (20) participants. The program shall include, but not be limited to the following services:

2.1 Tang Soo Do and Hapkido are the styles of martial arts to be instructed.

2.2 Program Day(s) and Hour(s): Tuesdays from 5:00 pm – 7:30 pm and Thursdays from 5:00 pm – 6:45 pm.

2.3 Provide one (1) certified Instructor throughout programing hours;

2.4 Liability Insurance coverage with City of North Miami as additional insured;

2.5 Promotion and marketing of program; and

DocuSign Envelope ID: FFE94ACF-E627-4484-A83E-8AB886F6A813

2.6 Provide martial arts at various locations within the City of North Miami, to include but not limited to after school programs and adult self-defense classes

2.7 Enter a 70/30 earnings agreement, per each registered participant. Seventy (70%) to be waged by the instructor and thirty (30%) to be waged to the City of North Miami

3. In addition to the conditions and responsibilities stated elsewhere in this MOU, Instructor agrees to the following:

3.1 Ensure proper management and control of the Program at all times during activities, events and Program hours.

3.2 Provide the supplies, certified instructors, equipment, insurance and other necessary services to operate the Program.

4. In addition to the conditions and responsibilities stated elsewhere in this MOU, the City agrees to the following:

4.1 Provide access to the Center during Program hours.

4.2 Clean and maintain the Center.

4.3 Provide quarterly reviews of Instructor(s) compliance with the terms and conditions of this MOU, with a report of findings to be made available to Instructor within thirty (30) days of completion of the review.

5. Instructor shall maintain all related records including, but not limited to the following:

5.1 A current roster with all Participants' names, addresses, and phone numbers;

5.2 Completed and executed Release and Waiver of Liability Form for each Participant;

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

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

6. Throughout the term of this MOU, The Korean Martial Arts Academy shall maintain the following insurance policies:

6.1 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.

6.2 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 The Korean Martial Arts Academy in the performance of the MOU.

6.3 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. The Korean Martial Arts Academy. will also insure that adequate replacement coverage is secured to avoid any coverage gaps in the event of cancellation or non-renewal.

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

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

9. The Korean Martial Arts Academy 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.

10. 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.

11. 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.

12. 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.

DocuSign Envelope ID: FFE94ACF-E627-4484-A83E-8AB886F6A813

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

14. The City reserves the right to inspect or audit the records of The Korean Martial Arts Academy 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.

15. The Korean Martial Arts Academy 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.

16. The Korean Martial Arts Academy agrees that it shall not discriminate as to race, sex, color, creed, national origin, or disability, in connection with its performance under this MOU.

17. The Korean Martial Arts Academy shall assume full responsibility for any damage to any areas or land resulting from the performance of this MOU.

18. The Korean Martial Arts Academy 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.

19. The Korean Martial Arts Academy 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 The Korean Martial Arts Academy. its officers, directors, agents, partners, subcontractors, employees and managers in performance of this MOU. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed on City of North Miami's liability as set forth in Section 768.28, Florida Statutes.

20. 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 The Korean Martial Arts Academy shall be deemed sufficiently given under the terms of this MOU when dispatched by registered or certified mail, postage prepaid and addressed as follows:

DocuSign Envelope ID: FFE94ACF-E627-4484-A83E-8AB886F6A813

To:	The Korean Martial Arts Academy Attn: James A. Stubbs 2920 NW 51st Terrace Miami, FL 33142
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

DocuSign Envelope ID: FFE94ACF-E627-4484-A83E-8AB886F6A813

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:
Corporate Secretary or Witness:

DocuSigned by:
By: _____ 5C4C1A0179AC48C...

Print Name: Sandra Haywood

Date: 3/11/2019

The Korean Martial Arts Academy
for-profit corporation

DocuSigned by:
By: James A. Stubbs 5839B33D3194400...

Print Name: James A. Stubbs

Date: 3/11/2019

ATTEST:

DocuSigned by:
By: Michael A. Etienne, Esq. 2C7010872EE8414...

Michael A. Etienne, Esq.
City Clerk

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

DocuSigned by:
By: Larry Spring C23984DEA2724CF...

Larry M. Spring, Jr., CPA
City Manager

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

DocuSigned by:
Jeff P. H. Cazeau, Esq. 8AF8443D714D491...

Jeff P. H. Cazeau, Esq.
City Attorney