RESOLUTION NO. R-2012-25

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING, IN SUBSTANTIALLY THE ATTACHED FORM, BETWEEN THE CITY OF NORTH MIAMI AND YOUTH EDUCATION THROUGH SPORTS, INC., TO FACILITATE COMMUNITY SERVICE INITIATIVES FOR THE BENEFIT OF ALL SENIOR CITIZENS AND RESIDENTS OF THE CITY OF NORTH MIAMI; PROVIDING FOR AN EFFECTIVE DATE AND ALL OTHER PURPOSES.

WHEREAS, Youth Education Through Sports, Inc. ("YES"), is a Florida not-for-profit entity created with the mission of providing charity, education, science, and literacy to youth, adults and seniors; and

WHEREAS, YES would like to institute a program at the Judson Community Center, located at 12100 NW 16th Avenue, to provide seniors of the community with recreational activities, computer classes, community gardening access, exercise programs, nutrition education, art and music lessons, health screenings and other related activities; and

WHEREAS, the City Manager desires to support and facilitate YES's commitment to improving the quality of life for all seniors in our community; and

WHEREAS, the Mayor and City Council of the City of North Miami, recognize the value of such community programs and therefore, desire to enter into a Memorandum of Understanding with YES, in order to facilitate this public service mission.

NOW THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA:

Section 1. **Authority of City Manager.** The Mayor and City Council of the City of North Miami, Florida, hereby authorize the City Manager to execute a Memorandum of Understanding, in substantially the attached form, between the City of North Miami and Youth Education Through Sports, Inc., to facilitate community service initiatives for the benefit of all senior citizens and residents of the City of North Miami.

Section 2. **Effective Date.** This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED by a 5-0 vote of the Mayor and City Council of the City of North Miami, Florida, this 28 day of February, 2012.

ANDRE D. PIERRE, ESQ.
MAYOR

ATTEST:

MICHAEL A. ETIENNE, ESQ.
CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

ROLAND C. GALDOS
INTERIM CITY ATTORNEY

SPONSORED BY: CITY ADMINISTRATION

Moved by: Vice Mayor Marcellus

Seconded by: Mayor Pierre

Vote:

Mayor Andre D. Pierre, Esq.	X (Yes)	____ (No)
Vice Mayor Jean R. Marcellus	X (Yes)	____ (No)
Councilperson Michael R. Blynn, Esq.	X (Yes)	____ (No)
Councilperson Scott Galvin	X (Yes)	____ (No)
Councilperson Marie Erlande Steril	X (Yes)	____ (No)

MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF NORTH MIAMI AND
YOUTH EDUCATIONTHROUGH SPORTS, INC.

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into this ____ day of _____, 2012, 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 **Youth Education Through Sports, Inc.**, a non-profit corporation organized and existing under the laws of the State of Florida, having its principal office at 1525 NW 124th Street, North Miami, FL 33167 ("YES"). The City and YES shall collectively be referred to as the "Parties".

RECITALS

WHEREAS, YES is a Florida not-for-profit entity created with the mission of providing charity, education, science, and literacy to youth, adults and seniors; and

WHEREAS, YES would like to institute a program at Judson Community Center, located at 12100 NW 16 Avenue, to provide seniors of the community with recreational activities, computer classes, community gardening, exercise program, nutrition education, art and music lessons, health screenings and other related activities; and

WHEREAS, the City Manager desires to support and facilitate YES's commitment to improving the quality of life for seniors 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 March 1, 2012 and continue through September 30, 2013 unless terminated with or without cause, by either Party. This MOU is subject to renewal for an additional term of two years by agreement between the Parties.

2. YES shall provide community based social services for up to 40 seniors through their program. Services shall include, but not be limited to the following:

2.1 Provide 6 or more hours of programming at least 200 days each year;

2.2 Provide various recreational activities, computer classes and snacks each day the facility is programmed;

2.3 Provide exercise classes, community gardening and artistic courses at least once each week the facility is programmed;

2.4 Provide a special group activity, field trip, a guest speaker and basic health screenings at least once a month;

2.5 Provide holiday celebrations and health fairs at least once every 6 months;

2.6 Provide an outreach plan, which insures equitable participation by eligible seniors;

2.6 Provide adequate training for all staff;

2.7 Ensure proper management and control of the program at all times during activities, events and program hours; and

2.8 Provide the funding, resources and provisions for YES's staff, supplies, equipment, transportation, insurance and other necessary services to operate the program.

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

3.1 Provide access to the Judson Community Center, located at 12100 NW 16 Avenue, North Miami ("Center");

3.2 Clean and maintain the Center; and

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

4. YES shall maintain all related records including, but not limited to the following:

4.1 A current roster with all participants' names, addresses, and phone numbers;

4.2 Completed and executed Release and Waiver of Liability Forms for each participant;

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

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

5. YES shall pay the City the amount of Six Hundred and no/100 Dollars ($600.00) per month for the use of the Center.

6. Throughout the term of this MOU, YES shall maintain the following insurance policies:

6.1 Workmen's Compensation Insurance – Statutory limits, with employers liability of $1,000,000.

6.2 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.

6.3 Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than $500,000.00 combined single limit for bodily injury and property damage.

6.4 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 YES in the performance of the MOU.

6.5 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. YES will also insure that adequate replacement coverage is secured to avoid any coverage gaps in the event of cancellation or non-renewal.

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

9. YES 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.

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 YES 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. YES 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. YES 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. YES shall assume full responsibility for any damage to any areas or land resulting from the performance of this MOU.

18. YES 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. YES 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 YES, its officers, directors, agents, partners, subcontractors, employees and managers in performance of this MOU.

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 YES shall be deemed sufficiently given under the terms of this MOU when dispatched by registered or certified mail, postage prepaid and addressed as follows:

To YES:	Youth Education Through Sports, Inc. Attn: Mario Apollon 1525 NW 124 Street North Miami, FL 33167
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

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:

By: _____

Print Name: _____

Date: _____

Youth Education Through Sports, Inc., a Florida not for profit corporation: "**YES**"

By: _____

Print Name: _____

Date: _____

ATTEST:

By: _____
Michael A. Etienne
City Clerk

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

By: _____
Stephen E. Johnson
City Manager

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Roland Galdos
Interim City Attorney