

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITY OF NORTH MIAMI AND  
BANYAN ROOT COOPERATIVE INC.**

**THIS MEMORANDUM OF UNDERSTANDING** (“MOU”) is made and entered into this 4 day of April, 2017 by and between the **City of North Miami**, a Florida municipal corporation, having its principal office at 776 NE 125<sup>th</sup> Street, North Miami, FL 33161 (“City”) and **Banyan Root Cooperative Inc.** a non-profit corporation organized and existing under the laws of the State of Florida, having its principal office at 12015 NE 11<sup>th</sup> Place, Biscayne Park, FL 33161 (“\_\_\_\_\_”). The **City and Banyan Root Cooperative Inc.** shall collectively be referred to as the “Parties”.

**RECITALS**

**WHEREAS, Banyan Root Cooperative Inc.** is a Florida not-for-profit organization/community with the mission of involving parents and the community in the early childhood education of two through six year old children; and

**WHEREAS, Banyan Root Cooperative Inc.** would like to institute a program at Sunkist Grove Community Center, 12500 NW 13 Avenue, North Miami FL, 33167 to provide a parent-led curriculum focusing on arts, community organization and leadership.

**WHEREAS,** the City Manager desires to support and facilitate **Banyan Root Cooperative Inc.** commitment to improving the quality of life for the children 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 11, 2017 and continue through May 2, 2017 unless terminated with or without cause, by either Party. This MOU is subject to renewal for an additional term of one year by agreement between the Parties.

2. In addition to the responsibilities stated in this MOU, **Banyan Root Cooperative Inc.** shall provide the following to the City:

2.1 All of the necessary planning and coordination for an one month educational program for up to 90 participants for children between the ages 6 months through 16 years old ;

2.2 Building Hours: Monday – Friday 8:00 am – 2:00 pm  
Program Hours: Tuesdays **9:00 am – 1:00 pm** (April 11, 18, 25, and May 2)

2.3 Provide one (1) program supervisor and one (1) site leader throughout programing hours;

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

- 2.5 Provide the City of North Miami with flat rate of **\$45.00 Per/Hour** of all revenues generated by program registration set forth by the program supervisor;
  - 2.6 Promotion and marketing of program; and
  - 2.7 Provide 2 scholarships for North Miami Residents.
3. In addition to the responsibilities stated in the MOU, the City agrees to the following:
- 3.1 Provide access to the **Sunkist Grove Community Center**: 12500 NW 13 Avenue North Miami, Fl 33167 Monday – Friday 9:00 am – 1:00 pm throughout the duration of the contract;
  - 3.2 Clean and maintain the center; and
  - 3.3 Provide two (2) monthly reviews, every two (2) weeks of **Banyan Root Cooperative Inc.** compliance with the terms and conditions of this MOU, with a report of findings to be made available to **Banyan Root Cooperative Inc.** within ten (10) business days of completion of the review.
4. **Banyan Root Cooperative Inc.** 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.
  - 4.5 Program supervisor, site leader and any other members of Banyan Root Cooperative Inc. who have direct contact with program participants must complete and submit to the Parks, Recreation and Culture Arts Director or its designee, a Level II Background Investigation as required by Section 397.451, Florida Statutes.
5. Throughout the term of this MOU, **Banyan Root Cooperative Inc.** shall maintain the following insurance policies:
- 5.1 Comprehensive General Liability Insurance in an amount not less than One Million Dollars and no cents (\$1,000,000.00) combined single limit for bodily injury and property damage. The policy shall be endorsed to include the City and its officers, agents and

employees as additional insured, with all necessary endorsements showing the City as a first party insured.

5.2 The Comprehensive General Liability Insurance coverage as required above shall include those classifications listed in Standard Liability Insurance Manuals, which are applicable to the operations of **Banyan Root Cooperative Inc.** in the performance of the MOU.

5.3 All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida and executed by duly licensed agents upon whom service of process may be made in Miami-Dade County, Florida. All policies shall have a general policy holders rating of "A" or better and a financial rating no less than "X" as reported by Best's Key Rating Guide, published by A. M. Best Company, latest edition. The City of North Miami shall also be included as additional insured for general and auto liability. A valid certificate of insurance shall be provided to the City's Risk Management Division during the course of this contract. The City of North Miami shall be notified within 30 days of any notice of cancellation or non-renewal of insurance policies applicable to this contract. **Banyan Root Cooperative Inc.** will also insure that adequate replacement coverage is secured to avoid any coverage gaps in the event of cancellation or non-renewal.

6. **Banyan Root Cooperative Inc.** Agrees that any news release or other type of publicity pertaining to the program must recognize the City as a partner in this endeavor.

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

8. **Banyan Root Cooperative Inc.** understands that the City and the public shall have access, at all reasonable times, to all documents and information pertaining to City contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the City and the public to all documents subject to disclosure under applicable law.

9. No waiver or breach of any provision of this MOU shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

10. All representations, indemnifications, warranties and guarantees made in, required by, or given in accordance with this MOU, shall survive termination or completion of the MOU.

11. Should any provision, paragraph, sentence, word or phrase contained in this MOU be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word or phrase shall

be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this MOU shall remain unmodified and in full force and effect or limitation of its use.

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

13. The City reserves the right to inspect or audit the records of **Banyan Root Cooperative Inc.** as they pertain to this MOU, at any time during the term of the MOU and for a period of three years after the MOU is terminated or completed.

14. **Banyan Root Cooperative Inc.** agrees to comply with and observe all applicable federal, state, and local laws, rules, regulations, codes and ordinances, as they may be amended from time to time.

15. **Banyan Root Cooperative Inc.** agrees that it shall not discriminate as to race, sex, color, creed, national origin, or disability, in connection with its performance under this MOU.

16. **Banyan Root Cooperative Inc.** shall assume full responsibility for any damage to any areas or land resulting from the performance of this MOU.

17. **Banyan Root Cooperative Inc.** shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the services under this MOU, to prevent damage, injury or loss to participants or anyone else in the area.

18. **Banyan Root Cooperative Inc.** 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 **Banyan Root Cooperative Inc.** its officers, directors, agents, partners, subcontractors, employees and managers in performance of this MOU.

19. The Parties will each designate a representative, which may be changed upon written notice, to serve as the liaison between them with respect to the terms and conditions of this MOU. All notices, demands, correspondence and communications between the City and **Banyan Root Cooperative Inc.** 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: Banyan Root Cooperative Incorporated  
Attn: Tammy Synder Jones, President  
12015 NE 11 Place  
Biscayne Park, FL. 33161

To CITY: City of North Miami  
Attn: City Manager

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:

Banyan Root <sup>Cooperative</sup> a Florida  
not for profit corporation.

By: \_\_\_\_\_

By: Tammy Jones


Print Name: \_\_\_\_\_

Print Name: Tammy Jones

Date: \_\_\_\_\_

Date: 4/5/2017

ATTEST:



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

By: \_\_\_\_\_

Michael A. Etienne, Esq.  
City Clerk

By: \_\_\_\_\_

Larry Spring Jr.  
City Manager

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

Jeff P. H. Cazeau  
Jeff P. H. Cazeau, Esp.  
City Attorney