RESOLUTION NO. 2018-108

RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF HIALEAH AND NEXPLORE, LLC. TO PROVIDE ZUMBA CLASSES TO THE PARTICIPANTS OF THE THERAPEUTICS ENRICHMENT PROGRAM, FOR A TERM COMMENCING ON NOVEMBER 5, 2018 AND ENDING ON SEPTEMBER 25, 2019, IN AN AMOUNT NOT TO EXCEED $6,480.00; AND AUTHORIZING THE MAYOR AND THE CITY CLERK, AS ATTESTING WITNESS, ON BEHALF OF THE CITY, TO EXECUTE THE PROFESSIONAL SERVICES AGREEMENT ATTACHED HERETO IN SUBSTANTIAL FORM, AND MADE A PART HEREOF AS EXHIBIT "1".

WHEREAS, the City of Hialeah is continuously searching for new ways to support, expand and improve its educational programs and services to the community;

WHEREAS, for the purpose of receiving federal funds for fiscal year 2018-2019 under the HOME Investment Partnerships (HOME), Community Development Block Grant (CDBG) and Emergency Solutions Grant (ESG) programs, the Mayor and the City Council, pursuant to Hialeah, Fla., Resolution 2018-070 (August 14, 2018) approved and authorized the submittal of an Action Plan for fiscal year 2018-2019, which described the activities to be undertaken during said fiscal year, including the Therapeutics Enrichment Program in an amount not to exceed $51,340.00 commencing on October 1, 2018 and ending on September 20, 2019 and to enter into any agreements in furtherance thereof;

WHEREAS, the City having investigated the qualifications of Nexplore, LLC (hereafter referred as to "Provider") to perform all the work necessary to fully carry out the scope of services contemplated in the Professional Services Agreement, found the Provider to be qualified and competent; and

WHEREAS, the City agrees to enter into this Professional Services Agreement with the Provider and the Provider agrees to accept the engagement under the terms and conditions included in the Professional Services Agreement attached hereto in substantial form, and made a part hereof as Exhibit "1".

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, THAT:

Section 1: The City of Hialeah, Florida hereby approves a Professional Services Agreement between the City of Hialeah and Nexplore, LLC to provide Zumba classes to the participants of the Therapeutics Enrichment Program, for a term commencing on November 5, 2018 and ending on September 25, 2019, in an amount not to exceed $6,480.00, and authorizes the Mayor and the City Clerk, as attesting witness, on behalf of the City, to execute the Professional Services Agreement attached hereto in substantial form, and made a part hereof as Exhibit "1". The City Council hereby approves, adopts and ratifies all prior actions, approvals, payments and other actions whatsoever taken by the Mayor, or his designee, on behalf of the City in the performance of this Agreement.

PASSED AND ADOPTED this 13 day of November, 2018.

Vivian Casáls-Muñoz
Council President

Attest: Approved on this 20 day of November, 2018.

Marbelys Fatjo, City Clerk

Mayor Carlos Hernandez

Approved as to legal sufficiency and as to form:

Lorena E. Bravo, City Attorney

Resolution was adopted by a 6-0-1 vote with Councilmembers, Zogby, Lozano, Casáls-Munoz, Hernandez, Garcia Martinez and Cue-Fuente voting "Yes" and with Councilmember Caragol absent.

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PROFESSIONAL SERVICES AGREEMENT
BETWEEN NEXPLORE, LLC
AND THE CITY OF HIALEAH

This Agreement entered into this ____day of _____, 2018 by and between the City of Hialeah, a municipal corporation organized and existing under and by virtue of the laws of the State of Florida ("City"), 501 Palm Avenue, Hialeah, Florida 33010 and Nexplore, LLC a Florida limited liability company ("Provider"), by and through its duly authorized representative, having its business address at 20533 Biscayne Blvd, Suite 276, Aventura, Florida 33180.

WHEREAS, for the purpose of receiving federal funds for fiscal year 2018-2019 under the HOME Investment Partnerships (HOME), Community Development Block Grant (CDBG) and Emergency Solutions Grant (ESG) programs, the Mayor and the City Council, pursuant to Hialeah, Fla., Resolution 2018-070 (August 14, 2018) approved and authorized the submittal of an Action Plan for fiscal year 2018-2019, which described the activities to be undertaken during said fiscal year, including the Therapeutics Enrichment Program in an amount not to exceed $51,340.00 commencing on October 1, 2018 and ending on September 20, 2019 and to enter into any agreements in furtherance thereof;

WHEREAS, the City, having investigated the qualifications of the Provider to perform all the work necessary to fully carry out the scope of services herein contemplated, found the Provider to be qualified and competent; and

WHEREAS, the City agrees to enter into this Agreement with the Provider and the Provider agrees to accept the engagement under the terms and conditions set forth herein.

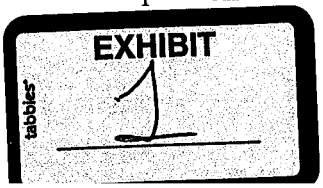
NOW, THEREFORE, in consideration of the mutual covenants and obligations herein contained, and subject to the terms and conditions hereinafter stated, intending to be legally bound, the parties hereto agree as follows:

I. SCOPE OF SERVICES

In consideration of the fee to be paid to the Provider by the City, Provider shall provide the work and services described in the Memorandum of Understanding, a copy of which is attached hereto and made a part hereof as Exhibit "A" ("Services"). The Provider agrees to undertake, perform and complete all necessary work, functions and activities, including providing all materials, supplies, or labor, that may be necessary or reasonably inferred from this Agreement, at Provider's sole cost and expense, to provide the contemplated Services, whether or not the work, function, activity, material, supply or labor is specifically identified and required in this Agreement.

II. TERM

The Provider agrees to provide services within a term commencing on November 5, 2018 and ending on September 25, 2019 ("Term"). This Agreement will be in effect during the Term indicated above. All services, work and activities as described in Exhibit "A" shall be undertaken, performed and completed within the term provided herein and prior to the expiration



of this Agreement. The City reserves the right to extend the commencement date of the services provided.

III. COMPENSATION AND TERMS OF PAYMENT

A. City shall pay the Provider a maximum total compensation for all services performed in an amount not to exceed $6,480.00, during the term of this Agreement, which includes a minimum of 36 Zumba classes, at a rate not to exceed $180 for each class, as more particularly described in Exhibit "A".

B. The Provider must invoice the City for the classes instructed. The invoice shall be paid within 30 days from the date of receipt and only upon verification by the City of satisfactory completion of the services invoiced. The Provider must obtain prior written approval of the City prior to performing services that are outside the Services or contrary to the terms of this Agreement. The City shall not pay for any cost or expense not otherwise expressly contemplated herein, including but not limited to travel expenses. The City will only pay Provider for the actual number of classes instructed at the agreed upon rate, regardless of the reason for the change in number of classes and without consideration as to fault.

C. Compensation is contingent upon funding from the HUD CDBG Grant Program and to the extent that the City does not receive sufficient funding to pay for future services not yet rendered during the term of this Agreement, the City is entitled to cancel this Agreement based on lack of or insufficient funding at no further cost or expense to the City.

IV. INDEPENDENT CONTRACTOR

The Provider, its employees, agents or representatives, shall be deemed to be independent contractors and not agents or employees of the City. The City shall have no obligation to pay or provide for Provider's employees, agents, representatives, or subcontractors. Provider's employees, agents, representatives, or subcontractors shall not attain any right or benefit under the civil service or pension ordinances of the City, or any right or benefit generally afforded classified or unclassified employees of the City, such as pension benefits, worker's compensation, health insurance, unemployment benefits, or any other right or privilege granted to the City's officers and employees.

V. OWNERSHIP OF DOCUMENTS

A. All documents developed by the Provider under this Agreement shall be delivered to City by the Provider upon completion of the services required pursuant to paragraph II hereof and shall become the property of City, without restriction or limitation of its use. City assumes the risk of reuse of all documents developed by the Provider upon delivery after completion of services. The Provider agrees that all documents maintained and generated hereto shall be subject to the applicable provisions of the Public Records Law, Chapter 119, Florida Statutes.

B. It is further understood by and between the parties that any information, writings, tapes, maps, contract documents, reports or any other matter whatsoever which is given by City by the Provider pursuant to this Agreement shall at all times remain the property of the City and

shall not be used by the Provider for any other purposes whatsoever without the written consent of the City. Notwithstanding the foregoing, the Provider may use such documents for promotional purposes or advertising.

VI. NONDELEGABLE

The Provider acknowledges that in entering upon this Agreement, the City has relied upon the Provider's professional background and experience, including any prior experience in providing these or other similar services to the City. As such, the duties and obligations undertaken by the Provider pursuant to this Agreement shall not be delegated or assigned to any person or entity, in whole or in part, unless the City and Florida Department of Education shall first consent in writing to the performance or assignment of such service or any part thereof by another person or entity. In any instance wherein the Provider desires to effect an assignment or delegate any right or responsibility of performance under this Agreement, Provider shall provide to the City all documents and information that the City may reasonably request to allow the City to evaluate whether the proposed assignee or delegate has the integrity, reliability, experience and capability in all respect to fully perform in good faith. Consent shall not be unreasonably withheld, and all subcontractors or assignees shall be governed by the terms and conditions of this Agreement.

VII. AWARD OF AGREEMENT

The Provider warrants that it has not employed or retained any person employed by the City to solicit or secure this Agreement and that she has not offered to pay, paid, or agreed to pay any person employed by the City any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or resulting from the award of this Agreement.

VIII. CONSTRUCTION OF AGREEMENT

This Agreement shall be construed and enforced according to the laws of the State of Florida. Venue for any litigation, which may arise in connection with this Agreement, shall be in Miami-Dade County, Florida. The Provider agrees to be subject to the jurisdiction (subject matter and in personam) of the courts in Miami-Dade County, Florida and amenable to process.

IX. SUCCESSORS AND ASSIGNS

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

X. INDEMNIFICATION

Provider, for itself, its successors, assigns, executors, administrators, and anyone else who might attempt to sue on its behalf, hereby waives, releases, holds harmless, indemnifies, covenants not to sue, agrees to defend, and forever discharges the City of Hialeah, its officers, elected or appointed, directors, employees, agents, attorneys, contractors and all other persons, entities, organizations and corporations affiliated therewith (all of whom constitute the "Released Parties") from any and all kinds of claims, suits, causes of action, damages, losses, liabilities,

costs or expenses, including court costs and attorney's fees at all level of proceedings (including appellate level), and any judgments, orders or decrees entered thereon or resulting therefrom, for any personal injury, loss of life, damage to property, or any other liability, loss, cost or expense of any kind (collectively "Claims"), arising out of, resulting from, (or relating to the Services to be provided pursuant to this Agreement or Provider's exercise of any right or discharge of any obligation pursuant to the terms of this Agreement), whether or not such claim, suit, cause of action, injury, damage, loss, liability, cost, expense, judgment, order, or decree was caused by, arose or resulted from the NEGLIGENT ACTS OR OMISSIONS of the Released Parties or was caused by, arose or resulted from any condition, (regardless of whether such condition was known or unknown, open, obvious, foreseeable or unforeseeable, hidden or not) on the property, facilities or equipment used in the performance of the Services. This Section shall survive the termination of this Agreement.

Provider covenants and agrees that it will, at its own expense, defend any and all Claims against the Released Parties, which may be brought in connection or as a result of Provider's exercise of any right or discharged of any obligation including Provider's use or occupation of the Premises pursuant to this Agreement. Provider will satisfy, pay and discharge any and all settlement agreements, judgments, orders or decrees that may be entered against the Released Parties in any such action or proceeding.

Provider agrees, at Provider's expense, after written notice from the City, to defend any action against the City that falls within the scope of an indemnity provided in this Section, or the City, at the City's option, may elect instead to secure its own attorney to defend any such action and the reasonable costs and expenses of such attorney incurred in defending such action shall be payable by Provider.

The parties agree that the provisions of this Section do not benefit any third party, and are not intended to benefit any person or entity that is not a party to this Agreement. Instead, the provisions of this Section are solely for the City's benefit.

XI. LIMITATION OF LIABILITY

The City's total liability to the Provider for any and all liabilities, claims, or damages arising out of or relating to this Agreement, howsoever caused and regardless of the legal theory asserted, including breach of contract or warranty, tort, strict liability, statutory liability or otherwise, shall not in the aggregate, exceed the amount owed to the Provider by the City under this Agreement.

In no event shall the City be liable to the Provider for any punitive, exemplary, special, indirect, incidental, or consequential damages (including, but not limited to, lost profits, lost business opportunities, loss of use or equipment down time, and loss of or corruption of data) arising out of or relating to this Agreement, regardless of the legal theory under which such damages are sought, and even of the parties have been advised of the possibility of such damages or loss.

XII. INSURANCE

A. Provider shall provide, pay for an maintain in force at all times during the term of this Agreement, such insurance, including Worker's Compensation Insurance, Employer's Liability Insurance, Comprehensive General Liability Insurance, Business Automobile Liability Insurance, in such amounts specified in Exhibit "B".

B. Such policy or policies shall be issued by the United States Treasury-approved companies authorized to do business in the State of Florida, and having agents upon whom service of process may be made in the State of Florida. Provider shall specifically protect the City by naming the City as additional insured under the Comprehensive General Liability Insurance Policy and shall not include an exception or exclude claims for assault and/or battery.

C. Provider shall provide the City with a Certificate of Insurance or copy of all insurance policies required by this section. All endorsements and certificates shall state that the City shall be given 30 days' notice prior to expiration or cancellation of the policy.

XIII. CONFLICT OF INTEREST

A. The Provider covenants that no person under her employ who presently exercises any functions or responsibilities on behalf of the City in connection with this Agreement has any personal financial interests, direct or indirect, with the Provider. The Provider further covenants that, in the performance of the Agreement, no person having such conflicting interest shall be employed. Any such interest on the part of the Provider or her employees must be disclosed in writing to the City.

B. The Provider is aware of the conflict of interest laws of the City, Hialeah Code Ch 26, Art. I and II; Code of Miami-Dade County, Florida, § 2-11.1 et seq., and the State of Florida, Chapter 112, Part III, Florida Statutes and agree that it shall fully comply in all respects with the terms of such laws.

XIV. NOTICE

All notices or other communications 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 addressed to the other party at the address indicated herein or as the same may be changed from time to time. Such notice shall be deemed given on the day in which it was personally served; or if by mail, on the date of actual receipt.

CITY

Sharon Dziedzic, Director
City of Hialeah
Education and Community Services Dept.
7400 West 24 Avenue, 2nd Floor

NEXPLORE, LLC

Dori Larea
20533 Biscayne Blvd
Suite 276
Aventura, Florida 33180

Hialeah, Florida 33016
Telephone: (305) 818-9143
FAX: (305) 818-9841

XV. TERMINATION

A. **Termination without Cause:** The City retains the right to terminate this Agreement upon 30 days written notice prior to the completion of the service required pursuant to Section I hereof without penalty to the City. In that event, notice of termination of this Agreement shall be in writing to the Provider who shall be paid for those services performed prior to the date of its receipt of the notice of termination. In no case, however, will City pay the Provider an amount in excess of the total sum provided by this Agreement.

B. **Termination for Cause:** The City may terminate this Agreement for cause, which shall include but not be limited to the following:

a. Provider's failure to comply and/or perform in accordance with this Agreement; or

b. Provider's performance of this Agreement, for any reason, is rendered impossible or not feasible; or

c. Provider's filing of a voluntary petition in bankruptcy or reorganization, or making any assignment for the benefit of creditors, or seeking any similar relief under any present or future statute, law or regulations relating to relief of debtors; or

d. Provider is adjudicated bankrupt or has any involuntary petition in bankruptcy filed against it;

e. If Provider causes or commits one or more of the foregoing acts or events that would give rise to termination for cause, then, after seven (7) days written notice provided to Provider by the City within which to cease and/or correct such deficiencies, and upon failure to do so after such written notice, this Agreement is hereby revoked and canceled without the need for other or further action by City.

C. **Default and Notice to Cure:** Before the City terminates this Agreement pursuant to this Section, it shall give written notice to the Provider that a default exists which will, unless corrected, constitute an event of default. The notice shall inform the Provider that this Agreement shall be terminated unless the default is cured within seven (7) calendar days following the Provider's receipt of the notice. If a cure cannot reasonably be effected within seven (7) days despite the exercise of due diligence, the Provider may request an extension of the cure period in writing providing a detailed explanation why the cure cannot be completed within seven (7) days. The request shall be delivered prior to the expiration of the cure period. If the Provider's request is reasonable, as determined by the City's representative or his/her designee, the time to cure the default shall be extended for such additional time as is reasonably necessary to effect a cure, provided that the Provider exercises continuous diligent efforts to cure the default during the extended cure period. If the Provider fails to cure the default within the cure period, or fails to exercise continuous diligent efforts to cure the default, the City may terminate this Agreement.

The termination shall take effect as of the date specified in the notice of default provided by the City. Upon termination, the City may cure the default at the expense of the Provider, and have recourse to every other right and remedy to which the City is entitled under this Agreement, at law, or in equity.

D. **Effect of Termination:** It is hereby understood that any payment made to the Provider in accordance with this section shall be made only if the Provider is not in default under the terms of this Agreement. If the Provider is in default, then the City shall in no way be obligated to pay and shall not pay the Provider any sum.

XVI. PUBLIC RECORDS

The Provider shall comply with all applicable requirements contained in the Florida Public Records Law (Chapter 119, Florida Statutes), including but not limited to any applicable provisions in Section 119.0701, Florida Statutes to the extent that the Provider and this Agreement are subject to the requirements in Section 119.0701, Florida Statutes, the Provider shall:

a. Keep and maintain all records that ordinarily and necessarily would be required to be kept by the City in order to perform the services provided hereunder;

b. 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 specified in Chapter 119, Florida Statutes, or other laws;

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and

d. Comply with all requirements for retaining public records and transfer, at no cost, to the City all records in the possession of the Provider at the expiration or termination of this Agreement, and destroy all public records that are confidential and exempt from public records disclosure requirements.

IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY CLERK, THE CITY'S DESIGNATED CUSTODIAN OF PUBLIC RECORDS, BY TELEPHONE AT 305-883-5816, BY EMAIL AT mrubio@hialeahfl.gov OR IN WRITING AT OFFICE OF THE CITY CLERK, 501 PALM AVENUE, 3RD FLOOR, HIALEAH, FL 33010.

Notwithstanding the provisions of this Agreement regarding a reasonable cure period for a breach by PROVIDER, any failure of Provider to comply with a request for public records within a reasonable time period or as otherwise required by F.S. 119.0701 is breach of this contract. The City shall exercise all remedies available at law or equity.

XVII. NONDISCRIMINATION

Provider represents and warrants to City that Provider does not and will not engage in unlawful discriminatory practices and that there shall be no unlawful discrimination in connection with Provider's performance under this Agreement on account of race, color, sex, religion, age, handicap, disability, marital status, national origin, ancestry, familial status, or sexual orientation. Provider further covenants that no otherwise qualified individual shall, solely by reason of his/her race, color, sex, religion, age, handicap, marital status, national origin, ancestry, familial status, or sexual orientation unlawfully be excluded from participation in, be denied services, or be subject to discrimination under any provision of this Agreement.

XVIII. COMPLIANCE WITH AGREEMENT BETWEEN THE CITY AND HUD, CDBG GRANT

The Provider agrees that as a subcontractor of the City who is the recipient of funding from the HUD CDBG Grant, the Provider shall comply with the applicable provisions of the grant agreement between the City and the HUD CDBG Grant, including any laws, rules, regulations, policies, procedures, guidelines or documents incorporated or referenced in the grant agreement.

XIX. STAFFING AND EMPLOYEE BACKGROUND SCREENING

A. *Appropriate staffing.* The Provider represents that all people performing the Work required under this Agreement possess the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Scope of Services (Exhibit "A") and to provide and perform such services to the satisfaction of the City. The Provider further represents that all persons delivering services required by this Agreement have complied with all state and federal requirements, including, but not limited to, Level I and Level II background screening requirements. The Provider certifies that all such individuals are qualified and approved for providing services herein.

B. *Employee background screening.* According to sections 984.01(2)(a), 985.01(2)(a) and 39.001, Florida Statutes, only employees, volunteers and subcontracted personnel with a satisfactory background check through a screening agency may work in direct contact with children under the age of eighteen. Background screenings must be completed through the Florida Department of Law Enforcement (FDLE), VECHS Program. However, satisfactory background screening documentation will be accepted for those agencies that already conduct business with either the Department of Children and Families (DCF) or the Department of Juvenile Justice (DJJ) or the Miami-Dade Public School System (MDPS). In addition, an Affidavit of Good Moral Character must be completed and notarized for each employee, volunteer and subcontracted personnel upon hiring.

XX. COOPERATION WITH FINANCIAL AUDIT AND REPORTING REQUIREMENTS

If the HUD CDBG seeks to audit the activities of the City as the grant recipient, the Provider shall fully cooperate and provide all relevant financial documents to facilitate such audit conducted under the Office of Management and Budget Circular A-133, Audit of States, Local Government and Non-Profit Organizations and the Florida Single Audit Act. In addition, the Provider shall fully comply with reporting requirements as determined by the City during the term or this Agreement.

XXI. CONSENT OF PARTICIPANTS

The Provider agrees and acknowledges that participants in the programs described in the Scope of Services will be requested to provide consent to allowing information relating to such participation to be disseminated and released to the HUD CDBG Grant, the funding source.

XXII. ENTIRE AGREEMENT

This Agreement and its attachments and exhibits constitute the sole and only agreement of the parties and accurately set forth the rights, duties, and obligations of each to the other. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect.

XXIII. AMENDMENT

No amendments to this Agreement shall be binding on either party unless in writing and signed by both parties.

XXIV. SOVEREIGN IMMUNITY

Nothing in this Agreement shall be interpreted or construed to mean that the City waives its common law sovereign immunity or the limits of liability set forth in Section 768.28, Florida Statutes.

XXV. MISCELLANEOUS

A. Captions, title and paragraph headings are for convenient reference and are not a part of this Agreement. Such captions, title or paragraph headings shall not be deemed in any manner to modify, explain, enlarge or restrict any of the provisions contained in this Agreement.

B. In the event of conflict between the terms of this Agreement and any terms or conditions in any attached document; the terms in this Agreement shall prevail.

C. No waiver or breach of any provision of this Agreement 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.

D. Should any provisions, paragraph, sentence, work or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida or the City of Hialeah, such provisions, paragraphs, sentences, words or phrases shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable to conform with such laws, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.

E. Further Assurances. All parties hereto upon the request of any other party shall execute such further instruments or documents as may be reasonably required by the requesting party to implement the terms, conditions and provisions of this Agreement.

[REST OF THIS PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by the respective officials thereunto duly authorized, this the day and year first above written.

City of Hialeah, Florida
501 Palm Avenue
Hialeah, Florida 33010-0040

Attest:

Authorized signature on behalf of
City of Hialeah

_____ _____

Marbelys Fatjo
Acting City Clerk

Mayor Carlos Hernandez Date

(SEAL)

Approved as to legal sufficiency and as to form:

_____

Lorena Bravo
Acting City Attorney

Nexplore, LLC
20533 Biscayne Blvd, Suite 276
Aventura, Florida 33180

_____ _____

Witness
Printed/typed name:_____

Signature Date

_____

Print Name

_____

Title

_____

Date

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2018 by _____, □who is personally known to me or □who has produced _____ as identification.

(SEAL)

_____

Notary Public

_____

Print Name
My Commission Expires:_____

EXHIBIT "A"

MEMORANDUM OF UNDERSTANDING

Memorandum of Understanding

This Memorandum of Understanding, with the attached scope of services, is to describe a partnership between Nexplore and City of Hialeah Education & Community Services Department, hereinafter referred to as "Partners" for the purpose of providing services to the Special Populations Therapeutics Enrichment Program funded by the 2018 CDBG- Public Service Grants.

It is understood by the Partners that should the proposal be funded and a grant contract is issued to City of Hialeah Education & Community Services Department by the 2018 CDBG- Public Service Grants that a memorandum of understanding and scope of services will be agreed upon by Nexplore and City of Hialeah Education & Community Services Department and will include the same terms as negotiated in the contract with the 2018 CDBG- Public Service Grants.

As a contractor, and not an employee, Nexplore is not covered by the City's employee workman's compensation policy for any on the job injury. It is understood that the contractor must carry their own insurance coverage for any injury sustained while under this contracted work.

As a contractor for the City of Hialeah Special Populations Therapeutics Enrichment Program, it is understood that compliance will be met with all of the requirements of the City of Hialeah including, but not limited to submitting to a level-2 background check every 5 years, complying with the City's Hold Harmless Agreement, complying with the Good Moral Character Affidavit, maintaining requirements of the State of Florida's Department of Children and Families as regards to child-care workers, and maintaining the requirement of the State of Florida's Jessica Lunsford Act. Contractors will provide on a timely basis.

Dori Larsa
Nexplore
Authorized Signature

10/26/2018
Date

Sharon Dziedzic, Education Supervisor I
Education & Community Services Department
Authorized Signature

10/26/18
Date

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Memorandum of Understanding

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Dori Larea Nexplore Authorized Signature	Sharon Dziedzic, Education Supervisor I Education & Community Services Department Authorized Signature
Date	Date

***Nexplore* – Scope of Services for City of Hialeah Education and Community Services Department- Special Populations Therapeutics Enrichment Program 2018-2019 Program Year**

Nexplore will provide Zumba classes in which choreography focuses on balance, range of motion, coordination, cardiovascular, muscular conditioning and flexibility to the City of Hialeah's Education & Community Services *Special Populations* program.

Frequency of services for Special Populations Therapeutics Enrichment Program 2018-2019
Classes for Fall/ Spring will be held at the following location on the days specified below.

- 1 site- Edgar J. Hall located at **2250 W. 60th Street, Hialeah FL 33016**

Fall- Spring/ Semesters

- 1 class every week, 1 group a week, all of which are contingent based on scheduling, capacity and need to serve program participants.
- Each group will consist of a maximum of 12-15 special needs adults at $180.00 per class for 36 classes.
- Due to funding, classes will begin on November 5, 2018 through September 25, 2019 excluding the months of June and July 2019.
- Classes will be held from 9:00-10:00 AM on **Mondays and Tuesdays. See schedule of group classes below:**
  - Group A- 11/5, 12/3, 1/7, 2/4, 3/4, 4/1, 5/6, 8/7, 9/10
  - Group B- 11/6, 12/4, 1/8, 2/5, 3/5, 4/2, 5/7, 8/8, 9/11
  - Group C- 11/19, 12/17, 1/14, 2/11, 3/18, 4/15, 5/20, 8/20, 9/24
  - Group D- 11/20, 12/18, 1/22, 2/19, 3/19, 4/16, 5/21, 8/21, 9/25

Invoicing

- Nexplore can invoice on a monthly basis.
- If classes are cancelled/ or need to be adjusted it will be required that Nexplore reschedules with the ECS Department and not with the Center Director of Special Populations for invoicing purposes and vice versa.

Requirements

- Nexplore Instructor will bring a radio and necessary music/ equipment to conduct the class.
- Nexplore will provide a copy of the Instructor's Zumba Certification to the ECS Department by the first class to keep as documentation in the vendor's file.

Program cost: Not to exceed $6,480.00

Dori Lamba — Date: 10/26/2018
Nexplore
Authorized Signature

Sharon Dziedzic — Date: 10/26/18
Education Supervisor I, ECS Department
Authorized Signature

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EXHIBIT "B"
CITY OF HIALEAH
INSURANCE CHECK LIST

INSURANCE		LIMITS
X	1. WORKERS' COMPENSATION AND EMPLOYEE'S LIABILITY	STATUTORY LIMITS OF THE STATE OF FLORIDA
X	2. COMMERCIAL GENERAL LIABILITY PREMISES OPERATIONS INCLUDED; PRODUCTS AND COMPLETED OPERATIONS INCLUDED; INDEPENDENT CONTRACTORS (O.C.P.) INCLUDED; ELEVATORS INCLUDED; SUPERVISION EXCLUSION DELETED; PERSONAL INJURY LIABILITY INCL	$1,000,000 SINGLE LIMIT FOR BODILY INJURY AND PROPERTY DAMAGE COMBINED EACH OCCURRENCE
X	3. BROAD FORM PROPERTY DAMAGE ENDORSEMENT	
X	4. CONTRACTUAL INDEMNITY/HOLD HARMLESS ENDORSEMENT EXACTLY AS WRITTEN IN "INSURANCE REQUIREMENTS' OF SPECIFICATIONS	$1,000,000 SINGLE LIMIT FOR BODILY INJURY & PROPERTY DAMAGE COMBINED EACH OCCURRENCE
X	5. AUTOMOBILE LIABILITY OWNED NON-OWNED/HIRED AUTOMOBILES INCLUDED	$1,000,000 SINGLE LIMIT FOR BODILY INJURY & PROPERTY DAMAGE COMBINED EACH OCCURRENCE
X	6. UMBRELLA LIABILITY	$1,000,000 EXCESS OF ALL PRIMARY COVERAGE
__	7. GARAGE LIABILITY	$1,000,000 SINGLE LIMIT FOR BODILY INJURY AND PROPERTY DAMAGE COMBINED EACH OCCURRENCE
__	8. GARAGEKEEPER'S LEGAL LIABILITY	$100,000 EACH OCCURRENCE

X 9. THE CITY MUST BE NAMED BY ENDORSEMENT AS ADDITIONAL INSURED ON THE INSURANCE POLICY AND THE FOLLOWING MUST ALSO BE STATED ON THE CERTIFICATE. "THESE COVERAGES ARE PRIMARY AND NON-CONTRIBUTORY TO ALL OTHER COVERAGES THE CITY POSSESSES FOR THIS CONTRACT ONLY."

__ 10.	TEACHERS PROFESSIONAL LIABILITY	$1,000,000 EACH CLAIM
__ 11.	LIQUOR LEGAL LIABILITY	$1,000,000 EACH OCCURRENCE

__ 12. CROSS LIABILITY OR SEVERABILITY OF INTERESTS CLAUSE ENDORSEMENT

___13. XCU PROPERTY DAMAGE EXCLUSION DELETED AND THIS COVERAGE WILL PROVIDED

___14.	BUILDERS RISK	FULL CONSTRUCTION COSTS OF THE PROJECT

___15. OTHER INSURANCE AS INDICATED BELOW:

X 16. THIRTY (30) DAYS CANCELLATION NOTICE REQUIRED

X 17.	BEST'S GUIDE RATING	A-X OR BETTER OR ITS EQUIVALENT

__X__18. THE CERTIFICATE MUST STATE THE BID NUMBER AND TITLE

___19.	CYBER LIABILITY	$1,000,000 EACH CLAIM
___ 20.	POLLUTION LIABILITY	$1,000,000 EACH CLAIM
___21.	ERRORS & OMMISSIONS/PROFESSIONAL LIABILITY	$1,000,000 EACH CLAIM