

MEMORANDUM OF UNDERSTANDING BETWEEN
CITY OF ORLANDO
AND
HEBNI NUTRITION CONSULTANTS, INC.

THIS AGREEMENT is made and entered into on this _____ day of _____, 2015 (Commencement Date), by and between the CITY OF ORLANDO, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as the "CITY" and Hebni Nutrition Consultants, Inc. hereinafter referred to as "Hebni".

WHEREAS, the CITY recognizes that food deserts are geographic areas where residents have limited access to healthy foods; and

WHEREAS, the CITY recognizes that limited food choices result in poor nutrition for families citywide; and

WHEREAS, the CITY desires to partner with an organization that can offer an outlet for providing expanded food options to low income neighborhoods; and

WHEREAS, Hebni operates the Fresh Stop Mobile Market Bus that provides opportunities for residents in food desert locations to purchase fresh produce on a bi-weekly basis; and

WHEREAS, the CITY owns recreation facilities listed in Exhibit A that are located in Hebni's targeted communities; and

WHEREAS, it is in the best interest of the CITY, Hebni, residents of the City of Orlando, and the general public that the parties enter into this agreement to provide the Fresh Stop Mobile Farmer's Market offering fresh fruits and vegetables to City residents at budget-friendly prices.

NOW THEREFORE, in consideration of the premises, promises and covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the CITY and Hebni hereby agree as follows:

1. Recitals. The above recitals are true and correct and are incorporated into the agreement as if fully set forth herein.
2. Term. The term of this Agreement shall be for one (1) year and will take effect from the date fully executed by both parties. This Agreement may be extended for an additional one-year term upon the mutual written agreement of the parties. The Families Parks and Recreation Director is authorized to execute such

renewals, under the same terms and conditions, on behalf of the CITY without further approval from City Council.

3. Location. Hebni will park the Fresh Stop Mobile Market Bus at designated parking lot areas determined by the Recreation Division Manager at each location listed in Exhibit A.
4. Vendor schedule. Hebni will provide a schedule of dates and times when the bus will be parked at each City recreation location the first Monday of each month. If Hebni needs to cancel a Bus Stop at any one of the CITY facilities on any given day, they shall give the CITY a minimum of 24 hours advance notice.
5. Staffing. Hebni will provide staffing for operation of the Fresh Stop Mobile Market. CITY staff will not be responsible for activities conducted while the Bus is on CITY property. All Hebni staff and participants shall be subject to any and all rules and regulations governing CITY facilities.
6. Hold Harmless/ Indemnification.
Hebni agrees to indemnify and hold harmless without limit the CITY, and its officers, agents, employees, and elected and appointed officials, from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits proceedings, actions and costs of actions, including attorney's fees for trial and on appeal, of any kind and nature arising or growing out of or in any way connected with the performance of this agreement, caused by any act or omission of Hebni, its agents, servants, employees, clients, guests, or invitees.
7. Insurance. Hebni is required to carry liability insurance which specifically covers the Fresh Stop Mobile Farmer's Market Bus. Hebni shall also carry liability insurance which will reflect a minimum of \$500,000.00 bodily injury per occurrence and \$100,000.00 property damage. The policy shall name the City of Orlando as an additional insured. The City shall be notified in writing of any reduction, cancellation, or substantial change of policy at least thirty (30) days prior to the effective date of such action.
8. Maintenance and clean up. Hebni shall be responsible for the collection of all waste material, garbage, and/or refuse associated with the Fresh Stop Mobile Market and the general daily clean up of the designated parking areas used at each stop.
9. Equipment. Hebni will purchase and maintain its own equipment for its program. The CITY shall not provide any electricity for the bus or be responsible for any theft or damage to any equipment owned by Hebni.

10. Termination. This agreement may be terminated:
- a) by the CITY if Hebni fails to maintain proper insurance coverage and does not remedy the failure within five (5) calendar days after receipt of notification by the CITY; or
 - b) by either party, without cause, upon thirty (30) day written notice to the other party.
11. Notice. Notice to the parties under this agreement shall be in writing and provided to the following addresses by mail or hand-delivery to:

CITY: Families, Parks and Recreation
Recreation Division
Attn: Recreation Division Manager
595 North Primrose Drive
Orlando, Florida 32803

Hebni: Hebni Nutrition Consultants, Inc.
dba Fresh Stop Mobile Farmer's Market
2009 West Central Boulevard
Orlando, Florida 32805

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CITY OF ORLANDO

City Clerk

Mayor

Approved as to form and legality for the use and
reliance of the City of Orlando, Florida only
this ____ day of March, 2015.

Chief Assistant City Attorney
City of Orlando, Florida

HEBNI NUTRITION CONSULTANTS, INC.

Roniece Weaver MS,RD, LD
Executive Director
Hebni Nutrition Consultants, Inc.

The foregoing instrument was acknowledged before me this ____ day of
_____, 2015, by Roniece Weaver the Executive Director of Hebni Nutrition
Consultants, Inc., a _____ corporation, on behalf of the corporation. She
is personally known to me or has produced _____ as identification.

Notary Public

My commission expires: _____

EXHIBIT A

Recreation Division Bus Stop Locations

Dr. J.B. Callahan Neighborhood Center
101 North Parramore Avenue
Orlando, FL 32801
407-246-4442

John H. Jackson Community Center
1002 West Carter Street
Orlando, FL 32805
407-246-4459

L. Claudia Allen Senior Center
1840 Mable Butler Drive
Orlando, FL 32805
407-246-4461

Northwest Community Center
3955 W.D. Judge Drive
Orlando, FL 32808
407-246-4465