

**MEMORANDUM OF UNDERSTANDING
EMERGENCY MEAL SERVICE
CONTRACT # MOU 2026-xx**

This Memorandum of Understanding (the “MOU”) is entered into this _____ day of _____, 2026 by and between the City of Coral Gables, a municipal corporation of the State of Florida, whose principal address is 405 Biltmore Way, Coral Gables, Florida 33134 (the “City”), and Clean Rivers Foundation and Applied6 Engineering (the “Provider”), whose business address is _____ on the following terms and conditions:

Recitals

WHEREAS, the Oasis Waterway Decontamination Pilot Project would operate as a two-month test trial to evaluate the filter’s effectiveness in improving water clarity and reducing pollutants at no cost to the city; and

WHEREAS, the Provider desires demonstrate measurable improvements in clarity, odor reduction, and aquatic activity; all costs (equipment, installation, insurance, and monitoring) will be fully covered by the Clean Rivers Foundation; and

WHEREAS, the Provider affirms that it complies with all applicable regulatory requirements, including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria, and standards. It shall be the responsibility of the Provider to obtain and maintain, at no cost to the City, any and all licenses and permits required to provide the services pursuant to this MOU.

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein, the City and the Provider agree as follows:

Terms and Conditions

1. **Term.** The term of this MOU shall commence upon execution by both parties and shall continue in force until terminated in writing by any party in accordance with paragraph 11 “Termination” of this MOU.

2. **Scope of Service.** Through the duration of the pilot program activation period (“Period”), the Provider shall evaluate the filter’s effectiveness in improving water clarity and reducing pollutants at the locations identified by city, attached as Exhibit A.

3. **Compensation.** During the term of this MOU, the Provider shall provide waterway decontamination services at no cost to the City.

4. Nothing in this MOU shall be considered to increase or otherwise waive any limits of liability, or to waive immunity, established by Florida Statutes § 768.28, any other sections of Florida Statutes, case law, or any other source of law.

5. **Notice.** All notices or other communications that may be given pursuant to this MOU shall be in writing and delivered by electronic mail, personal service, or registered mail to the address indicated for the particular party below. Such notice shall be considered given on the

day of e-mailing or personal service, or if by registered mail, five (5) days after posting. It is understood and agreed that notice may be provided to the successor of any officials listed below. If notice is:

To the City:

City Manager, City of Coral Gables
405 Biltmore Way, 1st Floor
Coral Gables, Florida 33134
Attn.: Peter Iglesias, City Manager

AND

City Attorney, City of Coral Gables
405 Biltmore Way, 2nd Floor
Coral Gables, FL 33134
Attn.: Cristina M. Suarez, City Attorney

To the Provider:

Clean Rivers Foundation
and Applied6 Engineering

Richard Ricardo

6. **Amendments.** No amendment to this MOU shall be binding on either party, unless in writing and signed by the respective authorized representatives of both parties.

7. **Interpretation.** This MOU shall be interpreted in accordance with the laws of the State of Florida.

8. **Conflicting Terms.** In the event of conflict between the terms of this MOU and any terms or conditions contained in any attached documents, the terms of this MOU shall govern.

9. **Severability.** Should any provision 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, then such provision shall be deemed modified to the extent necessary to conform with such laws, or if not modifiable to conform with such laws, that 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.

10. **Attorneys' Fees and Costs.** In the event of any litigation between the parties under this MOU, the parties shall bear their own attorneys' fees and costs at trial and appellate levels.

11. **Termination.** Either party to this MOU may terminate this at any time by providing fifteen (15) days written notice. In the event of termination, the Provider shall be paid, if applicable, for all services performed through the date of termination.

12. **Public Records Law, Florida Statutes Chapter 119.** Records subject to the provisions of Public Record Law, Florida Statutes Chapter 119, shall be kept and maintained in accordance with such Statute. Provider acknowledges that records and books, not subject to exemption under Chapter 119, may be disclosed and/or produced to third parties by the City in accordance with requests submitted under Chapter 119 or court orders without penalty or reprisal

to the City for such disclosure and/or production. Provider also agrees to assert, in good faith, any relevant exemptions provided for under Chapter 119 for records in its possession on behalf of the City. Furthermore, Provider agrees to comply with the provisions outlined in Section 119.0701 of the Florida Statutes, the requirements of which are incorporated by reference herein.

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 CUSTODIAN OF PUBLIC RECORDS AT 305-460-5210, cityclerk@coralgables.com, 405 BILTMORE WAY, FIRST FLOOR, CORAL GABLES, FL 33134.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Approved as to Insurance:

Marjorie Tapia
Risk Management Division

AS TO CITY:

Peter J. Iglesias
City Manager

Approved as to compliance with
Applicable Procurement Requirements:

Celeste S. Walker-Harmon
Assistant Finance Director for Procurement

Approved as to Funds Appropriation:

Diana M. Gomez,
Finance Director

ATTEST:

Corporate Secretary Signature
Print Name: _____
(SEAL)

(OR)

WITNESSES (2):

Signature

Printed Name: _____

ATTEST:

Billy Y. Urquia
City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Cristina M. Suarez
City Attorney

AS TO PROVIDER

President Signature
Print Name: _____

Signature
Printed Name: _____

EXHIBIT A

- **TBA**