

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF NORTH MIAMI AND
BUZZY KIDS, INC.**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into this 12 day of October, 2015 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 **Buzzy Kids, Inc.** a non-profit corporation organized and existing under the laws of the State of Florida, having its principal office at 7830 Dickens Avenue, Unit 202, Miami Beach, FL 33141. The City and **Buzzy Kids** shall collectively be referred to as the ("Parties").

RECITALS

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

WHEREAS, Buzzy Kids, Inc. would like to institute a program at Enchanted Forest Elaine Gordon Park Community Center, 1725 NE 135 Street, North Miami FL, 33181 to provide a parent-led curriculum focusing on arts, community organization and leadership.

WHEREAS, the City Manager desires to support and facilitate **Buzzy Kids, 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 August 24, 2015 and continue through May 27, 2016 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, **Buzzy Kids, Inc.** shall provide the following to the City:
 - 2.1 All of the necessary planning and coordination for a school calendar year educational program for up to 50 participants for children between the ages of two through six;
 - 2.2 Building Hours: Monday – Friday 8:00 am – 2:00 pm
Program Hours: Monday – Friday 9:00 am – 1:30 pm
 - 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 30% (thirty percent) of all revenues generated by program registration set forth by the program supervisor; and
- 2.6 Promotion and marketing of program
3. In addition to the responsibilities stated in the MOU, the City agrees to the following:
 - 3.1 Provide access to the Enchanted Forest Elaine Gordon Park Community Center, 1725 NE 135 Street Monday – Friday 8:00 am – 2:00 pm throughout the duration of the MOU;
 - 3.2 Clean and maintain the center; and
 - 3.3 Provide two (2) monthly reviews, every two (2) weeks of **Buzzy Kids, Inc.** compliance with the terms and conditions of this MOU, with a report of findings to be made available to **Buzzy Kids, Inc.** within ten (10) business days of completion of the review.
4. **Buzzy Kids, 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 Buzzy Kids, Inc. who have direct contact with program participants must complete and submit to the Parks and Recreation Manager or its designee, a Level II Background Investigation as required by Section 397.451, Florida Statutes.
5. Throughout the term of this MOU, **Buzzy Kids, 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 **Buzzy Kids, 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 MOU. 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 MOU. **Buzzy Kids, Inc.** will also insure that adequate replacement coverage is secured to avoid any coverage gaps in the event of cancellation or non-renewal.

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

8. **Buzzy Kids, 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 **Buzzy Kids, 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. **Buzzy Kids, 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. **Buzzy Kids, 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. **Buzzy Kids, Inc.** shall assume full responsibility for any damage to any areas or land resulting from the performance of this MOU.

17. **Buzzy Kids, 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. **Buzzy Kids, 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 **Buzzy Kids, 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 **Buzzy Kids, 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: (see page 5 of 6) RLB

20. Nothing contained in the Agreement is any way intended to be a waiver of the limitation placed upon the City's liability as set forth in Chapter 768, Florida Statutes. Additionally, the City does not waive sovereign immunity, and no claim or award against the City shall include attorney's fees, investigative cost or pre-judgment interest.

21. In the event of any dispute arising under or related to this Agreement, the prevailing Party shall be entitled to recover all actual attorney fees, cost and expenses incurred by it in connection with that dispute and/or the enforcement of this MOU, including all such actual attorney fees, cost and expenses at all judicial levels, including appeal, until such dispute is resolved with finality.

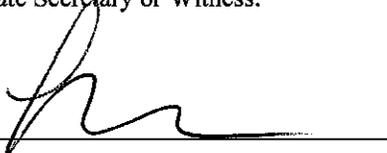
To: **Buzzy Kids, Inc.**
Attn: Patricia Leon, Principal Organizer
915 NW 1 Avenue, Apt H1106
Miami, FL 33136

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 MOU by their respective proper officers duly authorized the day and year first written above.

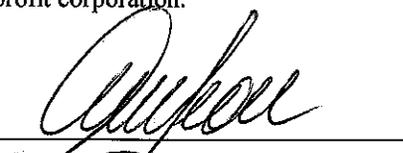
ATTEST:
Corporate Secretary or Witness:

By: 

Print Name: Lola Hensley

Date: 12 Oct. 2015

Buzzy Kids, Inc, a Florida
not for profit corporation.

By: 

Print Name: Patricia Leon

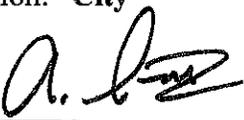
Date: _____

ATTEST:

By: 

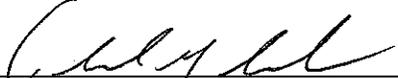
Michael A. Etienne, Esq.
City Clerk

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

By: 

ARTHUR H. SOREY, III
INTERIM CITY MANAGER

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:



Roland Galdos, Esq.
Interim City Attorney