

**MEMORANDUM OF UNDERSTANDING
BETWEEN CITY OF NORTH MIAMI AND THE CHILDHOOD NATURE PROJECT**

This **MEMORANDUM OF UNDERSTANDING** ("MOU") is made and entered into on May 09, 2025, by and between the **City of North Miami**, a Florida municipal corporation (the "City"), having its principal office at 776 NE 125 Street, North Miami, FL 33161 and **The Childhood Nature Project**, ("TCNP"), a Florida not-for-profit corporation, having its principal office at 178 NW 84 Street, Miami, FL 33150. The City and TCNP are collectively referred to herein as the "Parties" and individually as "Party."

RECITALS

WHEREAS, Buzzy Kids, Inc., a Florida not-for-profit corporation doing business as The Childhood Nature Project ("TCNP"), is dedicated to providing a high-quality natural environment to nurture and guide children in their emotional, social, intellectual, and physical development, with the goal of building strong families and communities and fostering a meaningful, lifelong connection with the natural world; and

WHEREAS, TCNP seeks to implement a program at Enchanted Forest Elaine Gordon Park Community Center, 1725 NE 135 Street, North Miami FL, 33181 ("Community Center") to provide a parent-led curriculum focusing on arts, community organization, and leadership ("Program"); and

WHEREAS, the City desires to support and facilitate TCNP's commitment to improving the quality of life for youth 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 19, 2025, and continue through May 29, 2026, unless earlier terminated with or without cause, by either Party. This MOU is subject to renewal for an additional term of one (1) year by written agreement between the Parties.
2. In addition to the responsibilities stated in this MOU, TCNP shall provide its Program for up to fifty (50) participants. The Program shall include, but not be limited to the following services:
 - 2.1. All of the necessary planning and coordination for a school calendar year educational program for children between the ages of two through six;
 - 2.2. Program Days and Hours: Monday through Friday from 8:00 am – 4:00 pm and Saturday from 8:00 am – 2:00 pm;

- 2.3. Provide one (1) program supervisor and one (1) site leader throughout programing hours;
 - 2.4. Provide and maintain Liability Insurance coverage with City of North Miami as additional insured.
 - 2.5. Provide promotion and marketing for the Program.
 - 2.6. Enter a 70/30 earnings agreement, for each registered participant. Seventy (70%) to be waged by TCNP and thirty (30%) to be waged to the City of North Miami.
3. In addition to the conditions and responsibilities stated elsewhere in this MOU, TCNP agrees to the following:
- 3.1. A current roster with all participants' names, addresses, and phone numbers;
 - 3.2. Completed and executed Release and Waiver of Liability Forms for each participant;
 - 3.3. A log of comments or complaints, when received, pertaining to the services provided under this MOU; and
 - 3.4. Copies of all comments or complaints received in writing, relating in any way to the services provided under this MOU; and
 - 3.5. Program supervisor, site leader, and any other members of TCNP 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.
4. In addition to the conditions and responsibilities stated elsewhere in this MOU, the City agrees to the following:
- 4.1. Provide access to the Community Center during Program hours;
 - 4.2. Clean and maintain the Center; and
 - 4.3. Provide two (2) monthly reviews, every two (2) weeks, of TCNP's compliance with the terms and conditions of this MOU. A report of findings shall be made available to TCNP within ten (10) business days of review completion.
5. TCNP shall maintain all related records including, but not limited to the following.
- 5.1. A current roster with all participants' names, addresses, and phone numbers.



- 5.2. Executed Release and Waiver of Liability Forms for each participant.
- 5.3. A log of comments or complaints received pertaining to the Program and services provided under this MOU.
- 5.4. Copies of all comments or complaints received in writing, relating in any way to the Program services provided under this MOU.
6. Throughout the term of this MOU, TCNP shall maintain the following insurance policies:
 - 6.1. 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.
 - 6.2. 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 TCNP in the performance of the MOU.
 - 6.3. 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 policyholders 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. TCNP will also ensure that adequate replacement coverage is secured to avoid any coverage gaps in the event of insurance cancellation or non-renewal.
7. TCNP agrees that any news release or other type of publicity pertaining to the Program must recognize the City as a partner in this endeavor.
8. If TCNP fails to comply with any term or condition of this MOU, or fails to perform any of its obligations hereunder, then TCNP shall be in default. The City shall have the right to terminate this MOU in the event TCNP fails to cure a default within five (5) business days after receiving Notice of Default. TCNP understands and agrees that termination of this MOU under

this section shall not release TCNP from any obligations accruing prior to the effective date of termination.

9. TCNP understands that the City and the public shall have access, at all reasonable times, to all documents and information pertaining to City contracts (including this MOU), subject to the provisions of Chapter 119, Florida Statutes, as amended from time to time, and agrees to allow access by the City and the public to all documents subject to disclosure under applicable law.

10. 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.

11. 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.

12. 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.

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

14. The City reserves the right to inspect or audit the records of TCNP 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.

15. TCNP 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.

16. TCNP agrees that it shall not discriminate as to race, sex, color, creed, national origin, or disability, in connection with its performance under this MOU.

17. TCNP shall assume full responsibility for any damage to any area, land, or property, whether public or private, resulting from TCNP's performance of Program services under this MOU.

18. TCNP shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Program under this MOU, to prevent damage, injury, or loss to participants or anyone else in the area.

19. TCNP 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 attorneys' fees, caused by the negligent acts or omissions of TCNP, its officers, directors, agents, partners, subcontractors, employees, and managers in the performance of this MOU. Nothing in this section shall be construed to waive the City's sovereign immunity or extend the City's liability beyond the limits established in Section 768.28, Florida Statutes.

20. 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 TCNP shall be deemed sufficiently given under the terms of this MOU when dispatched by registered or certified mail, postage prepaid, and addressed as follows:

City: City of North Miami
Attn: Parks and Recreation Director
1600 NE 126 Street
North Miami, Florida 33181

With a copy to: City of North Miami
Attn: City Manager
776 NE 125 Street
North Miami, FL 33161

With a copy to: City of North Miami
Attn: Office of the City Attorney
776 NE 125 Street
North Miami, FL 33161

TCNP: The Childhood Nature Project
Attn: Patricia Leon, Registered Agent
178 NW 84 Street
Miami, FL 33150

21. Compliance with the Jessica Lunsford Act. In accordance with the requirements of Sections 1012.465, 1012.467, and 1012.468, Florida Statutes (commonly referred to as the Jessica Lunsford Act), and the background screening standards set forth in Sections 435.04 and 435.05, Florida Statutes, as amended from time to time, and to the extent required by applicable law, TCNP agrees that all of its employees, agents, subcontractors, or volunteers who provide or may provide Program services under this MOU and who may have access to minors or school or municipal facilities have completed all required Level II background screenings.

TCNP shall bear any and all costs associated with acquiring the required background screenings and acknowledges its ongoing duty to maintain and update its list of cleared individuals as new personnel are hired or as any existing personnel become ineligible. TCNP shall notify the City immediately upon learning that any such individual, previously certified as meeting the screening requirements, is arrested for or convicted of any disqualifying offense.

Documentation verifying compliance with these requirements shall be made available to the City upon request and prior to the commencement of any Program services.

- 21.1. Lauren Book Child Safety Ordinance. TCNP further agrees that any of its employees, agents, subcontractors, or volunteers who provide or may provide Program services under this MOU and who may have access to children at City-owned or operated facilities must comply with the requirements of the Lauren Book Child Safety Ordinance, codified in Article XVII of the Miami-Dade County Code of Ordinances (Sections 21-281 through 21-287), as may be amended from time to time.

Such compliance includes, but is not limited to, the completion of the required background screening, verification of eligibility, and ongoing monitoring obligations. TCNP shall provide the City with documentation evidencing compliance prior to the commencement of services and shall notify the City immediately upon learning of any disqualifying event or change in eligibility status.

22. Limitation of Liability. The City desires to enter into this MOU only if in so doing the City can place a limit on the City's liability for any cause of action arising out of the MOU, so that its liability will never exceed the agreed sum of One Hundred Dollars (\$100.00). TCNP expresses its willingness to enter into this MOU with TCNP's recovery from the City for any action or claim arising from this MOU to be limited to One Hundred Dollars (\$100.00).

- 22.1. Accordingly, and notwithstanding any other term or condition of this MOU, TCNP agrees that the City shall not be liable to TCNP for damages in an amount in excess of One Hundred Dollars (\$100.00), for any action or claim of the Licensee or any third party arising out of this MOU.

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

24. Choice of Venue. This MOU shall be construed and enforced according to the laws of the State of Florida. Venue for any proceedings between the Parties shall be in Miami-Dade County, Florida.

25. Entirety of Agreement. This MOU constitutes the sole and entire agreement between the Parties. This MOU incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understanding applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understanding concerning the subject matter of this MOU not contained herein.

26. TCNP shall not subcontract, transfer, convey, or assign any of the Program services under this MOU in whole or in part to any other person, firm, or corporation without the prior written consent of the City.

27. This MOU shall be binding upon the Parties herein, their heirs, executors, legal representatives, successors, and assigns.

28. This MOU may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same MOU.

[Remainder of page intentionally left blank; signature page follows]

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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: _____

Title: _____

Date: _____

The Childhood Nature Project, a Florida not for profit corporation: **"TCNP"**

By: _____

Print Name: Pamela Leon

Title: President

Date: 05-09-2025

ATTEST:

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

By: _____

Vanessa Joseph, Esq.
City Clerk

By: _____

Anna-Bo Emmanuel, Esq., FRA-RA
Interim City Manager

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____

Jeff P. H. Cazeau, Esq.
City Attorney