

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF NORTH MIAMI AND
U-TURN YOUTH CONSULTING, LLC.**

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made and entered into this 1/29/2020 by and between the **City of North Miami** (hereinafter "City"), a Florida municipal corporation, having its principal office at 776 NE 125th Street, North Miami, FL 33161 ("City") and **U-Turn Youth Consulting, LLC**, (hereinafter "U-Turn Youth"), a Florida limited liability corporation, having its principal office at 1031 Ives Dairy Road Suite 228 Aventura, FL 33179. The City and U-Turn Youth shall collectively be referred as the "Parties."

I. PURPOSE & SCOPE:

The purpose of this MOU is to clearly identify the roles and responsibilities of each party as they relate to the "**Teen Chats**" for children ages 12-19, who reside in the City of North Miami. Teen Chats was created in order to establish much needed dialogue among the Youth in the community and providers. U-TURN YOUTH not only provides an open space of communication but engages the youth to discuss topics and issues they may face regularly. Furthermore, the chat sessions gives children and teens in the community an engaging, fun and educational environment.

The students who attend our monthly sessions are from local middle and senior high schools. Some of them will speak English as a Second language and/or come from homes that are below the poverty line. U-TURN YOUTH will provide a safe space for open discussion that will help improve academic performance, social skills, and self-esteem to mitigate youth violence. The program hours are from 4:00pm-6:00pm. U-TURN YOUTH team and partners will host monthly sessions. This MOU is intended to outline the relationship between North Miami Public Library and U-TURN YOUTH for the period of 3/1/20 to 3/1/21. Changes to the period covered by this agreement must be done in writing 60 days in advance of each summer.

II. RESPONSIBILITIES UNDER THIS MOU

For North Miami Public Library:

Contact: Lucia M. Gonzalez

Title: Library Director

Phone: 305-891-5535

E-mail: library@northmiamifl.gov

- Offer space for program on the last Thursday of each month
- Generate referrals from students reaching out to the library for assistance
- Responsible for supervising and maintaining the condition of the premises, facilities, and equipment
- Responsible for completing incident reports if/when they occur
- Responsible for receiving consent from the parents/guardians of students participating in the sessions

For U-Turn Youth Consulting:

Contact: Dr. Shirley Plantin

Title: Chief Executive Consultant

Office number: 305-847-9077

E-mail: drshirley@uturnyouthconsulting.com

- Responsible for offering topics of discussion in partnership with North Miami Public Library Staff
- Responsible for facilitating Group Discussions in partnership with North Miami Public Library Staff
- Responsible for inviting partner organizations and speakers to serve as facilitators
- Responsible for obtaining refreshments to students during the sessions

III. LEGAL CLAIM

Accordingly, and notwithstanding any other term or condition of this Agreement, U-TURN YOUTH hereby agrees that the City shall not be liable to U-TURN YOUTH for damages for any action or claim of U-TURN YOUTH or any third party arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this agreement is in any way intended to be a waiver of the limitation placed upon the City's liability as set forth in section 768.28, Florida Statutes. Additionally, the City does not waive sovereign immunity, and no claim or award against the City shall include attorney's fees, investigative costs or pre-judgment interest.

U-TURN YOUTH shall defend, indemnify and hold harmless the City, its officers, employees and agents, against any claims, suits, actions, damages, proceedings, liabilities and costs (including attorney's fees) arising from or in connection with this Agreement or any contracts U-TURN YOUTH may enter into with third parties pursuant to this Agreement. U-TURN YOUTH shall pay all claims and losses of any nature and shall defend all suits on behalf of the City, its officers, employees, or agents when applicable and shall pay all costs and judgments which may issue.

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 U-TURN YOUTH shall be deemed sufficiently given under the terms of this MOU when dispatched by registered or certified mail, postage prepaid and addressed as follows:

To: U-Turn Youth Consulting, LLC
Attn: Dr. Shirley Plantin
1031 Ives Dairy Road Suite 228
Aventura, FL 33179

To City: City of North Miami
Attn: City Manager
776 NE 125th Street
North Miami, FL 33161

IN WITNESS WHEREOF, the Parties have executed this Agreement by their respective proper officers duly authorized the day and year first written above.

ATTEST:

U-Turn Youth Consulting, LLC.
A Florida Limited Liability Corporation: "U-TURN YOUTH"

Witness: DocuSigned by:
By: *Ketia Pierre*
322B7CEC40E0405...
Print Name: Ketia Pierre
Date: 1/8/2020

By: *[Signature]*
Print Name: Shirley Plaster
Date: 1.7.2020

ATTEST:

City of North Miami:

DocuSigned by:
By: *[Signature]* 2/18/2020
BB47A3B4B262492...
Vanessa Joseph, Esq., City Clerk

DocuSigned by:
By: *Arthur Sorey* 2/16/2020
FDAE1897923F40D...
Larry M. Spring, Jr. City Manager

Approval from and Legal Sufficiency:

DocuSigned by:
By: *[Signature]* 2/8/2020
8AF8443D714D491...
Jeff P. H. Cazeau, Esq., City Attorney