

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITY OF NORTH MIAMI AND  
PROSPERITY SOCIAL & COMMUNITY DEVELOPMENT GROUP, INC.**

**THIS MEMORANDUM OF UNDERSTANDING (“MOU”)** is made and entered into this 17<sup>th</sup> day of May, 2018 by and between the **City of North Miami**, a Florida municipal corporation, having its principal office at 776 NE 125<sup>th</sup> Street, North Miami, FL 33161 (“City”) and **Prosperity Social & Community Development Group, Inc.**, a Florida not for profit corporation, having its principal office at 1175 NE 125 Street, Suite 206, Miami, FL 33161 (“PSCDG”). The City and **PSCDG**. shall collectively be referred to 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 **Shine Bright Summer Reading Camp (“SBSRC”)** for children ages 4-15, who reside in the City. The SBSRC was established in the City due to the overwhelming amount of residents who are unable to afford other summer camps. PSCDG not only provides an affordable summer camp, but specifically caters to English as a Second Language (“ESOL”) students. The SBSRC targets literacy and summer learning loss. Furthermore, the camp gives children in the community an engaging, fun, and educational environment for the summer.

The students who attend our camp are from local elementary, middle, and senior high schools. Many of these kids are ESOL students and come from homes that are below the poverty line. PSCDG provides these residents with tutoring services and works directly with their respective schools to improve their academic performance, social skills, and self-esteem. The program hours are from 7:00 a.m. until 5:00 p.m. PSCDG staff and youth counselors, who are all college students, undergo a level two background screening administered by the Department of Children and Families. This MOU is intended to outline the relationship between North Miami Public Library (“NMPL”), a department within the City, and PSCDG for the period of June 04, 2018 to June 09, 2019. Changes to the period covered by this agreement must be done in writing 60 days in advance of each school year.

**II. RESPONSIBILITIES UNDER THIS MOU:**

For the City:

Contact Person: Ms. Lucia M. Gonzalez

Title: Library Director

Phone: 305-891-5535

E-mail: [library@northmiamifl.gov](mailto:library@northmiamifl.gov)

- Responsible for offering space for the program during weekdays.
- Responsible for generating referrals for students who request library assistance.
- Responsible for providing library cards to parents and students.
- Responsible for all terms listed in Exhibit A, the proposal.

For PSCDG:  
Contact Person: Ms. Nadege Vilsaint  
Title: Executive Director  
Phone: 305-308-5899  
Office number: 786-773-1345  
E-mail: n.vilsaint@p-scdg.org

- Responsible for providing liability insurance for students in the program. (Exhibit A)
- Responsible for transporting students to and from the school and library.
- Responsible for assisting students with reading.
- Responsible for supervising all students in the program.
- Responsible for completing incident reports when they occur.
- Responsible for communicating with parents of students enrolled in program.
- Responsible for providing snacks to students in the program.
- Responsible for arranging field trips.
- Responsible for all conditions listed in the Proposal. (Exhibit B)

### **III. LEGAL CLAIM**

Accordingly, and notwithstanding any other term or condition of this Agreement, PSCDG hereby agrees that the City shall not be liable to PSCDG for damages for any action or claim of PSCDG 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.

PSCDG 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 PSCDG may enter into with third parties pursuant to this Agreement. PSCDG 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 PSCDG 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: Prosperity Social & Community Development Group, Inc.  
Attn: Nadege Vilsaint  
1175 NE 125 Street, Suite 206, FL 33161

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

ATTEST:

Prosperity Social & Community Development Group, Inc.  
A Florida Not-for-Profit Corporation: "PSCDG"

Witness:

By: \_\_\_\_\_

By:  \_\_\_\_\_

Print Name: \_\_\_\_\_

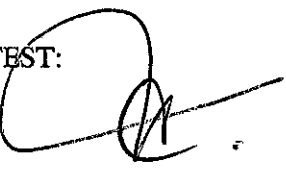
Print Name: Nadege Vilsaint

Date: \_\_\_\_\_

Date: 5/17/18

ATTEST:

City of North Miami, a Florida Municipal Corporation:  
"City North Miami"

By:  \_\_\_\_\_  
Michael A. Etienne City Clerk

By:  6/5/18  
Larry M. Spring, Jr. City Manager

Approved As to form and Legal Sufficiency:

By:  \_\_\_\_\_  
Jeff P. H. Cazeau City Attorney

# Exhibit A

Copy of Liability insurance



# CERTIFICATE OF LIABILITY INSURANCE

PROSP-1 OP ID: LZ  
 DATE (MM/DD/YYYY)  
 12/13/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER <b>Advanced Insurance &amp; Financial</b> 12240 SW 53rd St. Ste. 501 Cooper City, FL 33330	CONTACT NAME: <b>Advanced Insurance &amp; Financial</b> PHONE (A/C, No, Ext): <b>954-436-4027</b> FAX (A/C, No): <b>954-680-7066</b> E-MAIL ADDRESS: <b>thebest@advancedagents.net</b>
	INSURER(S) AFFORDING COVERAGE <b>INSURER A : Atlantic Casualty Insurance Co</b>
INSURED <b>Prosperity Social &amp; Community Developmental Group, Inc.</b> <b>12580 NE Miami Court</b> <b>Miami, FL 33161</b>	<b>INSURER B :</b>
	<b>INSURER C :</b>
	<b>INSURER D :</b>
	<b>INSURER E :</b>
	<b>INSURER F :</b>

**COVERAGES** CERTIFICATE NUMBER: REVISION NUMBER:  
 THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY	Y		L144001952-2	11/18/2017	11/18/2018	EACH OCCURRENCE \$ <b>1,000,000</b>
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>100,000</b>
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ <b>5,000</b>
							PERSONAL & ADV INJURY \$ <b>1,000,000</b>
							GENERAL AGGREGATE \$ <b>2,000,000</b>
	GEN'L AGGREGATE LIMIT APPLIES PER						PRODUCTS - COMPIOP AGG \$ <b>Included</b>
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (PER ACCIDENT) \$
	<input type="checkbox"/> SCHEDULED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS						
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR						AGGREGATE \$
	<b>EXCESS LIAB</b>						\$
	<input type="checkbox"/> CLAIMS-MADE						
	DED <input type="checkbox"/> RETENTION \$						
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/>		N/A				E.L EACH ACCIDENT \$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L DISEASE - EA EMPLOYEE \$
							E.L DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Certificate holder is also additional insured.  
 Non profit agency that provide direct social services to members of the Miami Dade community.

<b>CERTIFICATE HOLDER</b>  City of North Miami Library Community Planning & Development 776 NE 125th Street North Miami, FL 33161	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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