

MEMORANDUM OF UNDERSTANDING (MOU)
Between
North Miami Public Library (NML)
and
Prosperity Social & Community Development Group Inc (PSDG)

This Memorandum of Understanding (MOU) is entered into by and between the North Miami Public Library (NML) and Prosperity Social & Community Development Group Inc (PSDG). The foregoing entities, each of which is a signatory to this MOU, may be referred to hereinafter individually as a “Party” or collectively as the “Parties.”

Whereas, the Department of Health and Human Services acknowledges the need for increased mental health awareness among individuals who interact and come into contact with persons who may be experiencing or exhibiting symptoms of a mental disorder; and

Whereas, Section 520J of the Public Health Service Act (42 U.S.C. 290bb-41) as amended authorizes the funding of Mental Health Awareness Training; and

Whereas, the Parties wish to establish a learning space to teach staff and citizens to recognize the signs of mental health issues in young adults ages 16-24 and guide them to appropriate treatments and other supportive care; and

Whereas, this MOU defines the relationship and obligations between the Parties to work towards the implementation of a Mental Health Awareness Training Program once funded by the Substance Abuse and Mental Health Services Administration.

Now therefore, in consideration of the mutual promises and undertakings contained herein, the Parties hereby agree as follows:

I. PURPOSE & SCOPE. The Mental Health Awareness Training program aims to teach people to recognize the signs and symptoms of mental health disorders in young adults, employ crisis de-escalation techniques and connect the young adult to available community resources.

The program will be administered by PSDG staff and consultants. The North Miami Public Library at 835 Northeast 132 Street in North Miami, Florida will be the primary site for the Mental Health Awareness Training program.

II. TERM. This MOU shall commence on the date of the Mental Health Awareness Training Grants award from the Substance Abuse and Mental Health Services Administration. It is recognized that COVID-19 pandemic conditions may cause a delay in onsite programing, per City of North Miami guidance. This MOU will remain in effect until the Mental Health Awareness Training program is complete or January 2024, whichever comes first. The MOU may be extended pursuant to mutual agreement of the Parties.

III. RESPONSIBILITIES. The Parties agree to fulfill the responsibilities herein during the program term.

PSCDG shall follow CDC and City of North Miami guidelines in effect to include social distancing, personal protective equipment and temperature checks for staff and attendees.

PSCDG will also provide:

- Mental Health Awareness Training staff and resources
- Attendee registration which will be capped at 15 attendees per training
- Liability insurance
- Light refreshments
- Directional signage

NML will provide:

- Space at the Library following CDC guidelines, to accommodate training
- AV equipment, tables and chairs on site
- Employees to be trained

IV. NOTICES. 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 PSCDG: Prosperity Social & Community Development Group, Inc.
Attn: Nadege Vilsaint, RCSW, MSW, CM
1175 NE 125 Street, Suite 400
North Miami, FL 33161

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

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

To Library: North Miami Public Library
Attn: Lucia M. Gonzalez
835 Northeast 132 Street
North Miami, FL 33161

V. LEGAL CLAIM. According, 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 MOU 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-judgement interest.

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

In witness whereof, the Parties have executed this MOU by their respective proper officers duly authorized the day and year signed below.

ATTEST:

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

Witness DocuSigned by:

By: 
4C6BC35C66AF4FF
Clairol Bastian

1/18/2021

Date: _____

DocuSigned by:

By: 
54C88F7E1C574FF
Nadege Vilsaint

1/15/2021

Date: _____

ATTEST:

City of North Miami Municipal Corporation:

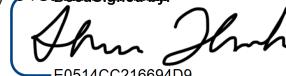
"City North Miami"

By: 
BB47A3B4B262492
Vanessa Joseph, Esq., City Clerk

1/25/2021

Date: _____

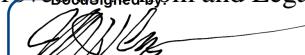
DocuSigned by:

By: 
E0514CC216694D9
Theresa Therilus, Esq., City Manager

1/25/2021

Date: _____

Approved as to form and Legal Sufficiency:

By: 
8AF8449D714D491
Jeff P. H. Cazeau, City Attorney

1/21/2021

Date: _____