

**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 on May 27, 2025 by and between the **City of North Miami** (the "City"), a Florida municipal corporation, having its principal office at 776 NE 125 Street, North Miami, FL 33161, and **Prosperity Social Community Development Group, Inc.** ("PSCDG"), a Florida Not-for-Profit Corporation, having its principal office at 1175 NE 125 Street, Suite 206, North Miami, FL 33161. The City and PSCDG shall collectively be referred to as the ("Parties").

I. PURPOSE & SCOPE

The purpose of this MOU is to identify the roles and responsibilities of each party as they relate to providing an after-school program, the "Shine Bright Afterschool Program" and a summer camp, the "Shine Bright Summer Camp" to the residents of North Miami grades K-5. The programs aim to create a learning space to assist both the students and their families and will address the educational support needed by the students and their families. The programs will be located at the North Miami Public Library at 835 Northeast 132 Street, North Miami, FL 33161.

The students who attend the programs are from local elementary schools, some of whom English is their second language. The program's goal is to enhance the student's academic performance, social skills, and self-esteem while giving them the tools they need to make positive contributions to society. The after-school program hours are from 2:00 p.m. - 6:00 p.m., Monday through Friday and the summer camp hours are from 7:30 a.m. - 5:00 p.m., Monday through Friday. This MOU is intended to outline the relationship between North Miami Public Library and PSCDG for the period of **June 1, 2025, to June 4, 2026**. Changes to the period covered by this agreement must be made in writing 60 days in advance.

II. RESPONSIBILITIES UNDER THIS MOU

For North Miami Public Library:

Contact: Paul Bazile
Title: Library Director
Phone: 305-891-5535
E-mail: library@northmiamifl.gov

- Offer space to accommodate students in the afterschool and summer camp programs.
- Provide AV, Wi-Fi, and computer access.
- Provide reference, media, and readers advisory for students reaching out for assistance.
- Provide referrals to the afterschool and summer camp programs.

For: Prosperity Social Community Development Group, Inc.:

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

- Responsible for providing liability insurance.
- Responsible for providing transportation to and from the library for students in need.
- Responsible for ensuring all staff are DCF Certified.

- Responsible for providing materials needed to assist students with homework.
- Responsible for the supervision of students and staff.
- Responsible for obtaining school and library referrals.
- Responsible for facilitating the participation of PSCDG staff in Library activities.
- All low-income families and North Miami residents will pay \$35.00 per week.

III. LEGAL CLAIM

According to 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, 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 ensue.

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
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
Attn: 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:

Witness:

By: _____

Print Name: Alysha Roberts

Date: 5/29/25

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

By: _____

Print Name: Nadege Vilsaint

Date: 5/29/25

ATTEST:

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

Vanessa Joseph, Esq., City Clerk

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

Date Signed

Date Signed

Approved as to form and legal sufficiency:

Jeff P. H. Cazeau, City Attorney

Date Signed