

CITY OF MARGATE, FLORIDA

RESOLUTION NO. 11-018

A RESOLUTION OF THE CITY OF MARGATE, FLORIDA, APPROVING AGREEMENT FOR CITY OF MARGATE TO PROVIDE ACCOUNTING AND BOOKKEEPING SERVICES TO ALZHEIMER'S FAMILY CENTER, INC.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MARGATE, FLORIDA:

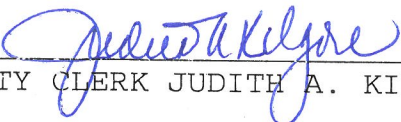
SECTION 1: That the City Commission of the City of Margate, Florida, hereby approves an Agreement for the City of Margate to provide accounting and bookkeeping services for the Alzheimer's Family Center.

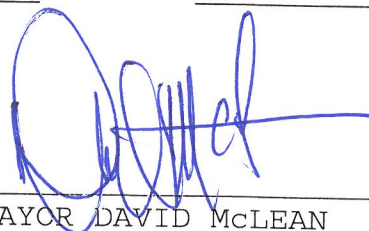
SECTION 2: That the Mayor and City Manager are hereby authorized and directed to execute said agreement on behalf of the City of Margate, a copy of which is attached and made a part of this Resolution.

SECTION 3: That this Resolution shall become effective immediately upon its passage.

PASSED, ADOPTED AND APPROVED THIS 11TH DAY OF JULY 2007.

ATTEST:


CITY CLERK JUDITH A. KILGORE


MAYOR DAVID McLEAN

RECORD OF VOTE:

Talerico	<u>AYE</u>
Varsallone	<u>ABSENT</u>
Bross	<u>AYE</u>
Donovan	<u>AYE</u>
McLean	<u>AYE</u>

AGREEMENT

This Agreement made on this 28th day of June, 2007, by and between the City of Margate, a municipal corporation, organized and existing under the laws of the State of Florida, hereinafter referred to as "City", and the Alzheimer's Family Center, Inc., a Florida Non-Profit Corporation, hereinafter known as "Family Center",

WHEREAS, Family Center is a respite center providing for respite services to caregivers for those who provide care to individuals stricken with Alzheimer's disease; and

WHEREAS, Family Center further provides counseling to caregivers and related counseling services to individuals responsible for the care and custody of those stricken with Alzheimer's disease; and

WHEREAS, Family Center has provided exemplary service for Alzheimer's caregivers throughout northwest Broward County for at least twenty (20) years; and

WHEREAS, Family Center has been of great benefit to the residents of all of northwest Broward County in general, and specifically to the City of Margate during its operation; and

WHEREAS, for approximately 20 years, City has provided accounting services for Family Center and fronted monies for operational expenses.

NOW, THEREFORE, for good and valuable consideration, the parties agree as follows:

1. City shall provide all bookkeeping services for Family Center at the cost of FOUR THOUSAND DOLLARS (\$4,000.00) annually.
2. All monies collected by Family Center, excluding the Family Center's Mastercard and VISA accounts, and excluding donations restricted by donors where separate bank accounts must be set up pursuant to donation instructions, shall be deposited with City.
3. All monies deposited with the City shall be credited to Family Center but otherwise treated and invested as municipal funds.
4. Monies deposited by Family Center, and monies paid out on behalf of Family Center, shall be reconciled twice annually on June 30 and on September 30.
5. In the event that City believes that it has paid out more than SEVENTY-FIVE THOUSAND DOLLARS (\$75,000.00) than it has received from Family Center, City may reconcile deposits and payments at any time during the year. If the City has determined that it has paid more than SEVENTY-FIVE THOUSAND DOLLARS (\$75,000.00) than it has received from Family Center, City may refuse to pay any additional funds for Family Center until additional funds from Family Center have been received as determined by the City Commission of City. The aforesaid monetary limit shall not be in effect in the event of a hurricane, tornado or related emergency and in that event, the parties will negotiate any emergency amounts that may need to be paid.

6. It is understood and agreed between the parties that the Family Center is an independent non-profit corporation, and is not a subdivision, agency or part of the City of Margate, and the City of Margate is not in any way a part of the Family Center.

7. This Agreement may be terminated by either party upon sixty (60) days written notice to the opposite party. Notices shall be as follows:

For City:

City Manager
5790 Margate Boulevard
Margate, Florida 33063

For Family Center:

Executive Director
Alzheimer's Family Center, Inc.
6280 West Atlantic Boulevard
Margate, Florida 33063

8. **Venue:** This agreement shall have been deemed to have been executed within the State of Florida. The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Florida. Any claim, objection or dispute arising out of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida.

9. **Waiver of Jury Trial:** The parties to this agreement hereby knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in respect to any action, proceeding, lawsuit or counterclaim based upon the contract, arising out of, under, or in connection with the matters to be accomplished in this Agreement, or any course of conduct, course of dealing, statements (whether verbal or written) or the actions or inactions of any party.

ALZHEIMER'S FAMILY CENTER, INC.

BY:

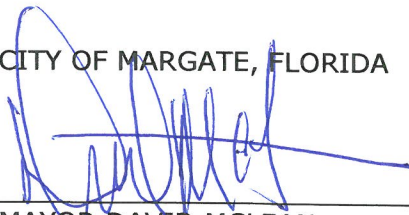

Joyce Karney
Executive Director

ATTEST:

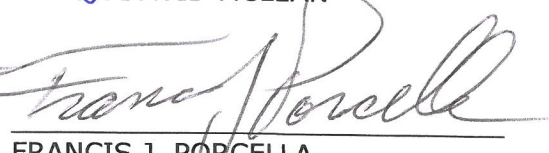

CITY CLERK JUDITH A. KILGORE

CITY OF MARGATE, FLORIDA


BY:


MAYOR DAVID MCLEAN

BY:


FRANCIS J. PORCELLA
CITY MANAGER

APPROVED AS TO FORM:



EUGENE M. STEINFELD
CITY ATTORNEY