

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) entered into on the date of the last signature below, by and between:

NORTHWEST FOCAL POINT SENIOR CENTER, located at 6009 NW 19th Street Margate, Florida, hereinafter referenced as the “Center;”

and

FAULK CENTER FOR COUNSELING, located at 22455 Boca Rio Road, Boca Raton, Florida 33433, hereinafter referenced as “Faulk.” Faulk and the Center may be collectively referred to as the “Parties.”

WITNESSETH:

WHEREAS, Faulk has the experience, expertise and skills necessary to provide support group services for older adults (the “Support Group”); and

WHEREAS, the Center has a need for such a support group service as an additional resource to offer the community; and

WHEREAS, the Parties have agreed to work collaboratively to develop a support group for older adults at the Center.

NOW, THEREFORE, in and for the mutual covenants contained herein and for other good and valuable consideration; the sufficiency and receipt of which is hereby acknowledged, the parties agree as follows:

1. The foregoing “WHEREAS” clauses are true and correct, and incorporated herein by reference.
2. Term and Termination: This MOU shall become effective upon execution by both parties and shall remain in effect until terminated by either party. Either party may terminate this agreement, for convenience, by providing the other party with seven (7) days’ written notice of their intention to terminate. Any terms or conditions of this MOU that require action by either party beyond the date of termination shall survive the termination of this MOU and shall remain in full force and effect until such terms or conditions are completed, unless otherwise mutually agreed to by the Parties.
2. Obligations of the Center: Upon execution of this MOU by both Parties, the Center hereby agrees that it shall:
 - A) Provide a private location at the Center for weekly meetings of the Support Group. Room location is subject to change without notice.

- B) Promote the Support Group to its clients who, in its sole discretion, the Center believes might benefit from improved emotional, cognitive, and social well-being. The Center reserves the right to approve and/or reject any promotional material related to the Support Group.
 - C) Collaborate with Faulk to ensure the Support Group's ongoing success.
3. Obligations of Faulk: Upon execution of this MOU by both Parties, Faulk hereby agrees that it shall:
- A) Develop and provide the Support Group program onsite at the Center once per week. Unless otherwise agreed to by the Parties, the Support Group shall take place at the same time each week.
 - B) Provide all necessary resources and material, including clinical staffing and supervision of the clinical team, as well as any other administrative functions necessary to conduct the Support Group.
 - C) Be responsible for record keeping and communication with any potential funders who may be interested in assisting the Support Group.
 - D) Collaborate with the Center to ensure the Support Group's ongoing success.
 - E) Comply with all local, state and federal laws, rules and regulations which may be applicable to the services detailed herein, including, but not limited to background screening requirements and all other Florida Department of Elder Affairs regulations.
4. Compensation: Faulk agrees to provide the services contemplated herein as a public service for the benefit of the clients of the Center. Neither party shall receive any compensation for the facilities provided or the services rendered under this MOU.
5. Confidentiality: To the extent permitted by law and subject to the requirements of Ch. 119, F.S. and the Health Insurance Portability and Accountability Act, the Parties shall maintain the confidentiality of any records related to the Support Group and any individuals participating therein.
6. Assignment and Subcontracting: The responsibilities of either party shall not be subcontracted or assigned without the expressed written consent of the other party.
7. Nondiscrimination: No person, on the grounds of race, color, national origin, religion, sex or sexual orientation shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the receipt of services by Faulk.
8. Nonexclusive: This MOU is a nonexclusive agreement between the Parties. The Center retains the right to engage another third party to provide the same or similar services being provided by Faulk. Faulk is not precluded from providing the same or similar services at

other locations so long as such other engagements to not interfere with Faulk's obligations under this MOU.

9. Insurance: Faulk shall obtain, at Faulk's expense, all necessary insurance in such form and amount as required by the City of Margate Risk Manager before beginning work under this MOU. Faulk shall maintain such insurance in full force and effect during the life of this MOU. The City of Margate and the Center shall be named as an additional insured on all insurance policies required by the MOU. Faulk shall provide to the Risk Manager certificates of insurance required by this MOU prior to beginning work.
10. Indemnification: Faulk shall indemnify, defend, save and hold harmless the Center and the City of Margate, their officers, officials, agents and employees, from any and all claims, damages, losses, liabilities and expenses direct, indirect or consequential, arising out of or alleged to have arisen out of or in consequence of the performance of the services by Faulk or its agents, or employees pursuant to this MOU, specifically, including but not limited to, any act, omission, default or negligence of Faulk in the provision of the services under this Agreement; and/or violation of applicable federal, state, county or municipal laws, ordinances or regulations by Faulk.
11. Independent Contractor: Faulk, its employees and agents, shall be and remain independent contractors and not agents or employees of the Center or the City of Margate with respect to the acts and services performed under the terms of this MOU. This MOU shall not in any way be construed to create an employer/employee relationship, a partnership association, joint venture or undertaking between the Parties. Neither Faulk, nor any of its employees or agents, shall receive or be entitled to any benefits afforded to the Center or City of Margate employees.

12. Miscellaneous:

12.1 This MOU contains the entire understanding of the parties relating to the subject matter superseding all prior communication between the parties whether oral or written.

12.2 This MOU may not be altered, amended, modified or otherwise changed nor may any of its terms be waived, except by a written instrument executed by both parties.

12.3 The failure of a party to seek redress for violation of or to insist on strict performance of any of the covenants of this Agreement shall be construed as a waiver or relinquishment for the future of any covenant, term, condition or election but the same shall continue and remain in full force and effect.

12.4 This MOU constitutes the complete understanding of the parties for services and shall be governed by the laws of the State of Florida as now and hereinafter in force. The venue for actions arising out of this MOU is fixed in Broward County, Florida.

12.5 Public Records. The City of Margate is a public agency subject to Chapter 119, Florida Statutes. Faulk shall comply with Florida's Public Records Law. Specifically, Faulk shall:

12.5.1 Keep and maintain public records required by the CITY to perform the service;

12.5.2 Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat., or as otherwise provided by law;

12.5.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Faulk does not transfer the records to the CITY; and

12.5.4 Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of Faulk or keep and maintain public records required by the CITY to perform the service. If Faulk transfers all public records to the CITY upon completion of the contract, Faulk shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Faulk keeps and maintains public records upon completion of the contract, Faulk shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

12.5.5 The failure of Faulk to comply with the provisions set forth in this agreement/contract shall constitute a Default and Breach of this MOU, for which, the City may terminate the MOU.

IF FAULK HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO FAULK'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

CITY CLERK
5790 Margate Boulevard
Margate, FL 33063
(954) 935-5327
cityclerk@margatefl.com

13. Notice: All notices, given pursuant to this Agreement shall be in writing and personally delivered or sent by certified mail, postage fully paid to:

Karin Diaz, Project Director
Northwest Focal Point Senior Center
6009 NW 19th Street
Margate, Florida

Holly S. Katz, Ph.D, Clinical & Training Director
Faulk Center for Counseling
22455 Boca Rio Road,
Boca Raton, Florida 33433

We, the undersigned, have read and agree to this MOU. We understand that this is an MOU expressing the intent and agreement of the Parties.

Name: _____
Title: _____
Agency: FAULK, Center for Counseling
Date: _____

Name: _____
Title: BOARD CHAIR
Agency: Northwest Focal Point Senior Center District
Date: _____