

**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**Broward County**  
**And**  
**Urban Health Partnerships, Incorporated**  
**Regarding Community Liaison Position**

This MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into as a partnership between Broward County, a political subdivision of the State of Florida ("County") and Urban Health Partnerships, Incorporated ("UHP"), collectively referred to as the "Parties." This MOU sets forth guidelines regarding the continuation of the Broward Municipal Services District Healthy Community Zone Community Liaison Position (hereinafter referred to as ("HCZ Community Liaison") within the Broward Municipal Services District ("BMSD"). The HCZ Community Liaison shall be an employee of UHP and a consultant for County. Upon full execution of this MOU by the Parties, the term of this MOU shall become effective from November 1, 2017, and shall end on October 31, 2018.

**PURPOSE**

The purpose of this MOU is to develop a framework of collaboration for the continuation of the BMSD HCZ Community Liaison position originally launched and funded as part of the Broward Regional Health Planning Council, Inc.'s Partnerships Transforming Our Community's Health ("TOUCH") initiative. The objective of the HCZ Community Liaison is to interface and engage with the BMSD community to support efforts to improve health in the BMSD.

Shared benefits from the development of this collaboration include:

- Engaging residents of the BMSD
- Developing a sense of community through outreach and engagement
- Improving the quality of life for citizens within the BMSD by addressing underlying issues impacting community health
- Improving cross-sector collaboration to ensure all residents can have access to healthful choices.

**1. GENERAL RESPONSIBILITIES ESTABLISHED IN THIS MOU**

To ensure the success and sustainability of the HCZ Community Liaison Position, County and UHP agree to each perform their respective duties set forth below:

a. *Broward County:*

County agrees to complete payment(s) to UHP to cover HCZ Community Liaison's pay and UHP's administrative fees as agreed upon in this MOU. County will provide supervision of the HCZ Community Liaison as UHP will serve as a fiscal agent. County also agrees to work collaboratively with

UHP to address any issues with the HCZ Community Liaison's reporting of hours.

- b. *Urban Health Partnerships, Incorporated:*  
UHP agrees to manage funds and payments to the HCZ Community Liaison. UHP will provide a time tracking tool to the HCZ Community Liaison to assist with reporting of hours to the County. UHP also agrees to provide County identified staff monthly updates on time spent and activities engaged in by providing a monthly invoice with itemized documentation of work performed.

## 2. PAYMENT

On the first of the month, beginning December 1, 2017, County shall submit the payment to UHP. These payments shall include the following:

- a. Payment for the HCZ Community Liaison in the amount of \$17 per hour for the number of hours the HCZ Community Liaison reported having worked the previous month. The HCZ Community Liaison shall be responsible for working a maximum of thirty (30) hours per month.
- b. An administrative fee of \$125 per month to UHP.
- c. County shall have authority to hire and terminate the HCZ Community Liaison. In the case of a new hire, selection of a new HCZ Community Liaison will be made with consent from UHP. UHP shall have authority to terminate the HCZ Community Liaison if HCZ Community Liaison's actions are in violation of organization's policies.
- d. In the event that the position of HCZ Community Liaison is vacant for an entire calendar month, County will not be responsible for making any administrative payments.

## 3. PARTICIPATION IN SIMILAR ACTIVITIES

This MOU in no way restricts County or UHP from participating in similar activities with other public or private agencies, organizations, entities, and individuals.

## 4. INDEPENDENT CONTRACTOR

UHP and HCZ Community Liaison are independent contractors under this Agreement notwithstanding any agreement on the part of the County to supervise the HCZ Community Liaison. Neither UHP or HCZ Community Liaison nor their agents shall act as officers, employees, or agents of County. This Agreement shall not constitute or make the parties a partnership or joint venture.

## 5. VOLUNTARY DISASSOCIATION

This MOU is a nonbinding agreement that the agencies have entered into in good faith. A party may disassociate from the effort by providing all parties with written notice. Written notice shall be sent to all parties sixty (60) days prior to disassociation. The County agrees to pay for work performed prior to disassociation.

**6. TERM**

This MOU shall be in effect for the period beginning November 1, 2017, and ending on October 31, 2018. The MOU may be extended by mutual consent and in writing, signed by all Parties. The County Administrator shall have the option and authority to renew this MOU on behalf of the County. Any extension of this MOU is subject to the availability of funds.

**7. APPLICABLE LAWS**

UHP shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this MOU.

**8. NOTICES**

In order for a notice to a party to be effective under this MOU, notice must be sent via U.S. first-class mail with a contemporaneous copy via e-mail to the addresses listed below and shall be effective upon mailing. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change in accordance with the provisions of this section.

**BROWARD COUNTY**

Aretha L. Wimberly  
Senior Program / Project Coordinator  
115 S Andrews Avenue, Room 329K  
Fort Lauderdale, Florida 33301  
[awimberly@broward.org](mailto:awimberly@broward.org)  
954-357-7794

**URBAN HEALTH PARTNERSHIPS**

Isabel Rovira, MPH  
Financial Officer / Director of Operations & Management  
425 NE 22<sup>nd</sup> Street, Suite 401  
Miami, Florida 33137  
[isabel@urbanhs.com](mailto:isabel@urbanhs.com)  
786-224-2309

**9. AMENDMENT**

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this MOU and executed by the Board of County Commissioners and UHP or others delegated authority or otherwise authorized to execute same on their behalf.

**10. REPRESENTATION OF AUTHORITY**

Each individual executing this MOU on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this MOU, duly authorized by all necessary and appropriate action to execute this MOU on behalf of such party and does so with full legal authority.

**11. SEVERABILITY**

In the event any part of this MOU is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this MOU and the balance of this MOU shall remain in full force and effect.

**12. THIRD PARTY BENEFICIARIES**

Neither UHP, nor County, intends to directly, or substantially benefit a third party by this MOU. Therefore, the Parties acknowledge that there are no third party beneficiaries to this MOU and that no third party shall be entitled to assert a right or claim against any of the Parties based upon this MOU.

**13. LAW, JURISDICTION, VENUE, WAIVER OF JURY TRIAL**

This MOU shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this MOU shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this MOU must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS MOU, UHP AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS ANY PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS MOU. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS MOU AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL,**

**AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN  
ADJUDICATING THE MOTION.**

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IN WITNESS WHEREOF, the Parties hereto have made and executed this Memorandum of Understanding: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Administrator, authorized to execute same by Board action on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and URBAN HEALTH PARTNERSHIPS, INCORPORATED, signing by and through its Financial officer, duly authorized to execute same.

COUNTY

BROWARD COUNTY, by and through its County Administrator

By: \_\_\_\_\_  
County Administrator

\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Approved as to form by  
Andrew J. Meyers  
Broward County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-7641

By: [Signature] 10/27/2017  
Joseph K. Jarone (Date)  
Assistant County Attorney

By: [Signature] 10/27/17  
Maite Azcoitia (Date)  
Deputy County Attorney

MEMORANDUM OF UNDERSTANDING AMONG BROWARD COUNTY AND URBAN HEALTH PARTNERSHIPS, INCORPORATED REGARDING COMMUNITY LIAISON POSITION

URBAN HEALTH PARTNERSHIPS, INCORPORATED

WITNESSES:

URBAN HEALTH PARTNERSHIPS,  
INCORPORATED

  
Signature

Ricardo Lopez  
Print Name of Witness above


  
Signature

Gerardo J. Nordez  
Print Name of Witness above

By:   
Authorized Signor

Isabel M Roman, FO.  
Print Name and Title

26<sup>th</sup> day of OCTOBER, 2017

ATTEST:  
  
Corporate Secretary or other person  
authorized to attest

(CORPORATE SEAL OR NOTARY)

