

MEMORANDUM OF UNDERSTANDING FOR COMMUNITY NEEDS ASSESSMENT AND REPORT

This Memorandum of Understanding for Community Needs Assessment and Report (hereinafter "Agreement") is made and entered into on the ___ day of _____, 2019 by and between Indian River Community Foundation, Inc., a Florida not for profit corporation with an address of 5070 N. Highway A1A, Suite 200, Vero Beach, FL, 32963 ("Foundation"); and Indian River County, Florida, a political subdivision of the State of Florida, located at 1801 27th Street, Vero Beach, FL, 32960 ("County").

Recitals

WHEREAS, Foundation has entered into a \$110,000 agreement with Q-Q Research Consultants, LLC for the development of a Community Needs Assessment Report pertaining to the needs in Indian River County (the "Q-Q Agreement"); and

WHEREAS, pursuant to Chapter III of the Indian River County Children's Services Network Guide, dated March 5, 1997 (the "Guide"), a needs assessment needs to be done every three years; and

WHEREAS, as the Community Needs Assessment Report will satisfy the requirement under the Guide, the County has agreed to fund \$50,000 of the Foundation's payment under the Q-Q Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the Foundation and County hereby agree as follows:

1. Recitals. The foregoing recitals are true and incorporated as if fully restated herein.
2. Payment. The County will pay Foundation a total of \$50,000, which will be divided in three equal payments of \$16,666.67. Payments will be due by October 10, 2019, November 10, 2019 and within ten days of satisfactory completion of the Community Needs Assessment Report. Prior to County making payments to Foundation, Foundation shall provide evidence that Foundation has made all the required payments to Q-Q Research Consultants, LLC as set forth in the Q-Q Agreement.
3. Community Needs Advisory Committee. Under the Q-Q Agreement, the Foundation will develop a Community Needs Advisory Committee ("CAAC"). County shall have at least one County representative on the CAAC.
4. County Involvement in the Community Needs Assessment Report Process. Foundation shall provide County copies of all documents that are produced through the Community Needs Assessment Report process, as soon as those documents are available. This includes, but is not limited to, the first draft of the needs assessment survey, the final Community Needs Assessment Survey and the first draft of the final report.

5. Presentation of Findings. County shall be entitled to attend the presentation of report as set forth in the Q-Q Agreement.
6. Foundation – County Coordination. Foundation shall immediately inform County of any changes to the Q-Q Agreement. Foundation shall also immediately inform County of any concerns with the progress or quality of the work to be performed by Q-Q Research Consultants, LLC.
7. Termination. The County may unilaterally terminate this Agreement upon 30 days' written notice to Foundation. Even if County terminates this Agreement, all documents prepared and submitted as part of the Community Needs Assessment Report process shall be public records and available to County and the public.
8. Applicable Law; Venue. The validity, interpretation, construction, and effect of this Agreement shall be in accordance with and governed by the laws of the State of Florida, only. The location for settlement of any and all claims, controversies, or disputes, arising out of or relating to any part of this Agreement, or any breach hereof, as well as any litigation between the parties, shall be Indian River County, Florida for claims brought in state court, and the Southern District of Florida for those claims justiciable in federal court.
9. Indemnification. Foundation shall indemnify and hold harmless the County, its commissioners, officers, agents, officials, employees, and subcontractors from and against any and all claims, liabilities, losses, damage, or causes of action which may arise from any misconduct, negligent act, or omissions of either the Foundation or any of its respective agents, officers, or employees in connection with the performance of this Agreement.
10. No Third Party Beneficiaries. Except as otherwise expressly provided herein, this Agreement is solely for the benefit of the named parties, and no enforceable right or cause of action shall accrue hereunder to or for the benefit of any entity or individual not a named party hereto.
11. Effective Date. This Agreement shall become effective upon execution of the parties.

**INDIAN RIVER COMMUNITY
FOUNDATION, INC.**

By: Jeffrey R. Pickering
Jeffrey R. Pickering
President and CEO

Date: 3/25/2019

**BOARD OF COUNTY COMMISSIONERS OF
INDIAN RIVER COUNTY, FLORIDA**

By: _____
Bob Solari, Chairman

Approved by BCC: _____

ATTEST: Jeffrey R. Smith, Clerk of Circuit Court
and Comptroller

By: _____
Deputy Clerk

APPROVED BY:

Jason E. Brown, County Administrator

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

Dylan Reingold, County Attorney