

**MEMORANDUM OF UNDERSTANDING FOR PARTICIPATION IN  
BETTER JOBS AND BETTER FAMILIES PROGRAMS**

This Memorandum of Understanding is entered into between the **CITY OF OCALA**, a Florida Municipal Organization ("Community Partner") and **FLOURISHNOW, INC., D/B/A BETTER TOGETHER** a Florida non-profit corporation ("Better Together") (EIN: 47-5591391).

**WHEREAS**, Flourishnow, Inc. d/b/a Better Together is a non-profit corporation with its headquarters in Collier County, Florida, that provides services through two programs: Better Families and Better Jobs, with the overall goal of keeping families together.

**WHEREAS**, Better Together desires to provide such services to the City of Ocala, by and through Ocala Police Department, to assist in its mission; and

**NOW THEREFORE**, the parties hereto enter this Memorandum of Understanding ("MOU") in accordance with the following terms and conditions and statement of purpose:

1. **Purpose.** The purpose of this MOU is to provide organizational support and/or related services through our Better Families program to Partner Program by providing children ages 0-17 with a temporary loving home with a vetted and background checked host family and helping their parents work to build a better life. Parents enter the Better Families program voluntarily while family advocates guide them as they work to get back on their feet. We help parents obtain employment opportunities through our Better Jobs program by connecting individuals to a job coach. The goal of Better Together is to prevent child abuse and neglect by providing a non-threatening safety net for families with children and empowering parents to help themselves, addressing the root causes that led to their crisis, and keeping families together.
2. **Duties and Responsibilities of Better Together.** Better Together agrees to the following duties and responsibilities:
  - a. Fund the services to be provided.
  - b. Ensure its employees and volunteers receive trauma-informed basic training in child abuse and neglect consistent with Department of Children and Family ("DCF") standards for detection, reporting, prevention, and counseling.
  - c. Ensure its employees and volunteers make mandatory reports of child abuse, neglect or abandonment (per Section 39.201, Florida Statutes).
  - d. Recruit, screen, train, and oversee volunteers through partner churches and other entities to serve families in crisis, consistent with DCF statutes and rules, to reduce the risk of child abuse, abandonment, and neglect.
  - e. Ensure all employees and volunteers providing direct support to families successfully satisfy VECHS system Chapter 435. F. S, Level 2 screenings.
3. **Duties and responsibilities of Community Partner.** Community Partner agrees to the following duties and responsibilities:

- a. Work with approved screened staff of Community Partner to provide access for Better Together to families seeking assistance, whose situation does not warrant a formal investigation or diversion services-providing name, contact information and relevant information to the families' circumstances.
- b. Provide relevant information on an as-needed basis as more information might be needed.
- c. Invite Better Together employees to participate in staff meetings where family being served is a topic of discussion.
- d. Update Better Together staff on progress of clients being served by both parties.

4. **General Conditions Governing the MOU.**

- a. Each party shall be solely responsible for the acts or omissions of its own staff, volunteers, or persons under its authority and direction.
- b. No Waiver of Sovereign Immunity. Nothing herein is intended to waive sovereign immunity by the Community Partner to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.
- c. Each party agrees to maintain the confidentiality of any client information.
- d. Each party will support and make every reasonable effort to work collaboratively with the other party in the implementation of this MOU.
- e. Better Together acknowledges and agrees that under this Agreement, Better Together and any agent or employee of Better Together shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which it performs the services and work required under this Agreement. Neither Better Together nor its agents or employees shall represent or hold themselves out to be employees of Community Partner at any time. Neither Better Together nor its agents or employees shall have employee status with Community Partner. Nothing in this Agreement shall constitute or be construed to create any intent on the part of either party to create an agency relationship, partnership, employer-employee relationship, joint venture relationship, or any other relationship which would allow Community Partner to exercise control or discretion over the manner or methods employed by Better Together in its performance of its obligations under this MOU.

5. **Duration of the Memorandum of Understanding and Termination.**

- a. This MOU shall begin when signed by all parties and remain in effect for **TWO (2) YEARS**, or until terminated by either party without cause upon ten (10) days' written notice or immediately with cause.

6. **Public Records.** Better Together shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, Better Together shall:
  - a. Keep and maintain public records required by the public agency to perform the service.
  - b. Upon request from the public agency's custodian of public records, provide the public agency 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, Florida Statutes, or as otherwise provided by law.
  - c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Better Together does not transfer the records to the public agency.
  - d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of Better Together or keep and maintain public records required by the public agency to perform the service. If Better Together transfers all public records to the public agency upon completion of the contract, Better Together shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Better Together keeps and maintains public records upon completion of the contract, Better Together shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
  - e. **IF BETTER TOGETHER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO BETTER TOGETHER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: [clerk@ocalafl.org](mailto:clerk@ocalafl.org); City Hall, 110 SE Watula Avenue, Ocala, FL 34471.**

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW.]**

**CONTRACT# OPD/230307**

IN WITNESS WHEREOF, the parties have executed this MOU on 3/28/2023.

**ATTEST**

**CITY OF OCALA**

DocuSigned by:  
*Angel B. Jacobs*  
\_\_\_\_\_  
F827B946154E4E5  
Angel B. Jacobs  
City Clerk

DocuSigned by:  
*Peter Lee*  
\_\_\_\_\_  
5BB28E162F2E4C2...  
Peter Lee  
City Manager

**Approved as to form and legality:**

**BETTER TOGETHER, INC.**

DocuSigned by:  
*William E. Sexton*  
\_\_\_\_\_  
D07DCFC4E86E489  
William E. Sexton, Esq.  
City Attorney

*Isis LaRose*  
\_\_\_\_\_  
By: Isis LaRose  
(Printed Name)

Title: VP of Strategic Partnerships & Market Development  
(Title of Authorized Signatory)

**Certificate Of Completion**

|   |                             |
|---|-----------------------------|
| Envelope Id: 464D637618CB4DAE9340D042A15B7174                           | Status: Completed           |
| Subject: SIGNATURE - MOU - Better Families and Better Jobs (OPD/230307) |                             |
| Source Envelope:  |                             |
| Document Pages: 4   | Signatures: 3               |
| Certificate Pages: 2  | Initials: 0                 |
| AutoNav: Enabled  | Envelope Originator:        |
| Envelope Stamping: Enabled  | Patricia Lewis              |
| Time Zone: (UTC-05:00) Eastern Time (US & Canada)                       | 110 SE Watula Avenue        |
|   | City Hall, Third Floor      |
|   | Ocala, FL 34471             |
|   | plewis@ocalafl.org          |
|   | IP Address: 216.255.240.104 |

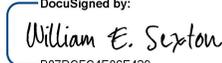
**Record Tracking**

|                                      |   |                    |
|--------------------------------------|---|--------------------|
| Status: Original                     | Holder: Patricia Lewis                          | Location: DocuSign |
| 3/16/2023 12:45:30 PM                | plewis@ocalafl.org                              |                    |
| Security Appliance Status: Connected | Pool: StateLocal                                |                    |
| Storage Appliance Status: Connected  | Pool: City of Ocala - Procurement & Contracting | Location: DocuSign |

**Signer Events**

William E. Sexton  
 wsexton@ocalafl.org  
 City Attorney  
 City of Ocala  
 Security Level: Email, Account Authentication (None)

**Signature**

DocuSigned by:  
  
 B07DCFC4E88E429...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 216.255.240.104

**Timestamp**

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 Viewed: 3/27/2023 9:18:13 AM  
 Signed: 3/27/2023 9:18:34 AM

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Peter Lee  
 plee@ocalafl.org  
 City Manager  
 City of Ocala  
 Security Level: Email, Account Authentication (None)

DocuSigned by:  
  
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 Signature Adoption: Pre-selected Style  
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 Signed: 3/28/2023 11:08:47 AM

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Angel B. Jacobs  
 ajacobs@ocalafl.org  
 City Clerk  
 City of Ocala  
 Security Level: Email, Account Authentication (None)

DocuSigned by:  
  
 F82769461C4E4E5...  
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**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

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| Editor Delivery Events       | Status    | Timestamp |
| Agent Delivery Events        | Status    | Timestamp |
| Intermediary Delivery Events | Status    | Timestamp |
| Certified Delivery Events    | Status    | Timestamp |

| <b>Carbon Copy Events</b> | <b>Status</b> | <b>Timestamp</b> |
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| <b>Witness Events</b> | <b>Signature</b> | <b>Timestamp</b> |
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| <b>Notary Events</b> | <b>Signature</b> | <b>Timestamp</b> |
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| <b>Envelope Summary Events</b> | <b>Status</b> | <b>Timestamps</b> |
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| Certified Delivered | Security Checked | 3/28/2023 11:42:45 AM |
| Signing Complete    | Security Checked | 3/28/2023 11:42:55 AM |
| Completed           | Security Checked | 3/28/2023 11:42:55 AM |

| <b>Payment Events</b> | <b>Status</b> | <b>Timestamps</b> |
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