

**MEMORANDUM OF UNDERSTANDING  
BETWEEN CITY OF ALACHUA  
AND ST. MATTHEW MISSIONARY BAPTIST CHURCH, INC.**

This Memorandum of Understanding (MOU) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, between the City of Alachua, State of Florida, a municipal corporation, hereinafter referred to as "CITY," and St. Matthew Missionary Baptist Church, Inc., a not for profit corporation organized and existing under the laws of the State of Florida, hereinafter referred to as "ST. MATTHEW" or "ADMINISTRATOR".

**WITNESSETH:**

WHEREAS, on October 11, 2010 the CITY adopted Chapter 38-69 of the City of Alachua Code of Ordinances which established the Alachua Cares Program to provide funding to CITY through contributions or donations for emergency financial assistance to City of Alachua residential utility customers; and,

WHEREAS, ST. MATTHEW, is a locally-based church and has volunteered to administer the program at no cost or compensation as a service to the CITY and its residents; and,

WHEREAS, the City Commission desires to ensure a continuous Alachua Cares Program to provide financial assistance to City of Alachua residential utility customers;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto do mutually agree as follows:

**1. Independence of Parties-**

- a. ST. MATTHEW is a separate and independent entity from CITY. Nothing contained herein shall affect the separate and independent status of the parties or in any way suggest or establish that any agent, employee, volunteer or other person acting on or in support of ST. MATTHEW in providing volunteer assistance to City of Alachua residents applying for or receiving benefits under the Alachua Cares Program, is an agent or employee of the CITY or be construed or interpreted as a waiver of sovereign immunity of the State of Florida or of the CITY beyond that set forth in the Florida Statute 768.28.
  - b. City is responsible for the collection, accounting and application of all funds as provided for in Chapters 38-69. ST. MATTHEW will not collect, deposit, directly disperse or handle funds in the performance of its role pursuant to this MOU. However, nothing set forth in this MOU shall, in any way, intrude upon or in any way affect or interfere with the completely separate identity and Independence of the Parties.
2. **Term** – This MOU is effective beginning on the date of execution and continuing until terminated by either party.

**3. Representations and Commitments – ST. MATTHEW and CITY agree:**

- a. ST. MATTHEW shall issue vouchers in the manner set forth in the Alachua Cares Guidelines (Exhibit A) adopted on April 8, 2019 by the Alachua City Commission.
- b. The role of ST. MATTHEW is to review applications for benefits, determine eligibility, what if any amount to be awarded, and to issue a voucher on a City approved form in a finite amount, all

in accordance with Chapter 38-69 and the Guidelines established to further its purpose. ST. MATTHEW will not handle or disperse program funds as these tasks are the sole responsibility of the City.

- c. The CITY will not allocate to and ST. MATTHEW nor CITY will accept and apply any funds for the administration of the program. The Parties agree all contributions received by the CITY must be used for utility assistance payments or credits.
- d. The Administrator of the program will determine and recommend to the CITY who will receive financial assistance. Preference will be given to those citizens who are at least 60 years of age, are disabled, or both, and unable to be self-sufficient. Assistance will be limited to one time per calendar year per household and must meet specific standards to qualify. Standards will be developed by the Administrator and CITY to aid in the evaluation process. Individuals must be a City of Alachua residential utility customer to receive assistance from this program.
- e. ST. MATTHEW representative will meet with individuals applying for assistance at a convenient location within the City limits.
- f. CITY will provide a location to be used for meeting with prospective citizens twice per month on previously established calendar dates if ST. MATTHEW space is unavailable.
4. **Liability** – Each party shall be solely responsible for the negligent or wrongful acts of its employees or agents.
5. **Sovereign Immunity** - Nothing contained herein shall constitute a waiver by the CITY of its sovereign immunity or the provisions of §768.28, Florida Statutes.
6. **Termination** – Either party may, at its sole discretion, terminate the relationship described in the MOU by:
  - a. First providing at least thirty (30) days written notice to the other party prior to the termination date except,
  - b. If funds to finance the Alachua Cares program are unavailable, CITY may terminate the relationship with not less than seven (7) days notice in writing to ST. MATTHEW. The CITY is the final authority as to the availability of funds.
7. **Assignment of Interest** – Neither party will assign or transfer any interest in this MOU.
8. **Non Waiver** – The failure of either party to exercise any provision in this MOU shall not be considered a waiver of such provision.
9. **Governing Law and Venue** – This MOU is governed in accordance with the laws of the State of Florida. Venue shall be in Alachua County.
10. **Attachments** – All exhibits attached to this MOU are incorporated and made part of this MOU by reference.
11. **Amendments** – The parties may alter or change this MOU only by written amendment.

12. **Notice** – Except as otherwise provided in this MOU, any notice of termination from either party to the other party must be in writing and sent by certified mail, return receipt requested, or by personal delivery. For purposes of all notices, the representatives of the CITY and ST. MATTHEW are:

CITY: City Manager  
PO Box 9  
Alachua, FL 32616-0009


ST. MATTHEW: Apostle Adrian Weeks  
15712 NW 140<sup>th</sup> Street  
Alachua, FL 32615-6293

13. **Captions and Section Headings** – Captions and section headings are for convenience only and shall not be used in construing this MOU.
14. **Construction** – This MOU shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the parties. It is recognized that both parties have substantially contributed to the preparation of this MOU.
15. **Entire MOU** – This MOU constitutes the entire MOU and supersedes all prior written or oral MOUs, understandings or representations.
16. **Licenses and Permits** – ST. MATTHEW shall comply with all applicable laws, regulations and codes of the State of Florida and the City of Alachua.
17. **Non Profit Status Required** – ST. MATTHEW shall continue to maintain its not for profit status in accordance with state and federal law at all times during the its service pursuant to this MOU. The loss of such status must be immediately reported to the CITY and will result in automatic termination of the relationship.

CITY OF ALACHUA, FLORIDA

ST. MATTHEW MISSIONARY BAPTIST  
CHURCH, INC.

By: \_\_\_\_\_  
Adam Boukari, City Manager

By: \_\_\_\_\_  
Apostle Adrian Weeks

ATTEST:

ATTEST:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

## EXHIBIT A

### **“Alachua Cares Guidelines”**

**“Alachua Cares”** is a program created by the City Commission that collects voluntary contributions in order to assist City of Alachua residential utility customers needing emergency assistance to pay their utility bill.

A volunteer not for profit program administrator will determine who will receive assistance. Preference must be given to customers that are at least 60 years of age and/or disabled. Recipients must be City of Alachua residential utility customers and be in need of temporary or emergency assistance.

The City of Alachua offers its utility customers the option of pledging a set monthly amount to be added to their regular utility bills. Utility customers also have the option to make a pledge by rounding up their utility bill to the nearest dollar. The amount pledged will be added to the customer utility bill each month until the customer notifies the City of Alachua in writing they no longer wish to participate, or the program is discontinued. To make a one-time contribution, customers may make checks payable to City of Alachua, referencing the Alachua Cares Program.

City of Alachua employees may also contribute through payroll deductions.

One Hundred Percent of every donation will be disbursed as voucher payments.

The City will not allocate, receive or charge the fund for administration, costs or expenses nor will the Administrator.

The Administrator must be a not-for-profit entity acting as a volunteer as a service to the community.