

## MEMORANDUM OF UNDERSTANDING

This two-party Memorandum of Understanding (MOU) is made and entered into this \_\_\_\_ day of July 2023 by and between the City of Pahokee ("City") whose address is 207 Begonia Drive, Pahokee, Florida 33493 and Rebel Recovery Florida Inc., a Florida Not For Profit Corporation whose address is 400 N Congress Ave, Suite 130, West Palm Beach, FL 33401. This MOU shall remain in effect pursuant to the terms below:

### Recitals

**WHEREAS**, the City of Pahokee ("City") desires to enter into a Memorandum of Understanding ("MOU") with Rebel Recovery Florida Inc for the provision of: Mobile health and peer recovery support including hygiene and personal care supply distribution, risk reduction information, education, infectious disease testing and navigation to care and other services of the FLASH Program; and

**WHEREAS**, Rebel Recovery Florida Inc is a low barrier recovery organization that has been serving Palm Beach County since 2016 and provides recovery support services, education and advocacy to people impacted by drug use and those living with or at risk of infectious diseases. All services are free; and

**WHEREAS**, the mobile syringe and health service program, FLASH, offers harm reduction and a range of community based prevention programs and services to people who use drugs. These services further include infectious disease testing and healthcare navigation, peer support, and sterile injection supplies to help prevent the spread of infectious diseases; and

**WHEREAS**, Rebel Recovery Florida Inc agrees to operate on the second Wednesday of each month within the City of Pahokee; and

**WHEREAS**, Rebel Recovery Florida Inc agrees to respect sites where the mobile unit stops and agrees not to cause damage to any site location where a stop is made; and

**WHEREAS**, Rebel Recovery Florida Inc agrees to diligently provide recovery care support, including navigation to available supportive community-based resources and providers; and

**WHEREAS**, the City Commission of the City of Pahokee finds that authorizing the City Manager to execute a Memorandum of Understanding between Rebel Recovery Florida Inc and the City of Pahokee is in the best interests of the residents of the City.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AS FOLLOWS:**

## **Article I: Term**

This MOU will be effective for services rendered following the execution of this MOU by both parties. Either party may terminate this MOU at any time.

## **Article II: Scope of Services**

Rebel Recovery Florida Inc:

1. To ensure that residents of the City have access to recovery support services, education and advocacy to people impacted by drug use and those living with or at risk of infectious diseases.
2. To ensure that all services are free of charge.
3. To ensure that the mobile syringe and health service program, FLASH, offers harm reduction and a range of community based prevention programs and services to people who use drugs.
4. To ensure that infectious disease testing and healthcare navigation, peer support, and sterile injection supplies aid in the prevention of spreading infectious diseases.
5. To ensure operation within the City of Pahokee on the second Wednesday of each month.
6. To ensure that Rebel Recovery Florida Inc respects sites where the mobile unit stops and agrees not to cause damage to any site location where a stop is made.

City of Pahokee:

1. Ensure that Rebel Recovery Florida Inc is permitted to operate within the City of Pahokee pursuant to the terms set forth in the MOU.
2. Assist Rebel Recovery in finding parking spaces, if necessary.

## **Article III: Insurance**

1, Rebel Recovery Florida Inc shall not commence work under this MOU until it has obtained all insurance required under this paragraph and such insurance has been approved by the CITY.

2. Certificates of insurance, reflecting evidence of the required insurance, shall be filed with the City prior to the commencement of the work. These Certificates shall contain a provision that coverage afforded under these policies will not be canceled until at least thirty days (30) prior written notice has been given to the CITY. Policies shall be issued by companies authorized to do business under the laws of the State of Florida.

3. Financial Ratings must be no less than "A" in the latest edition of "Best's Key Rating Guide", published by A.M. Best Guide.

4. Insurance shall be in force until all work required to be performed under the terms of the MOU is satisfactorily completed as evidenced by the formal acceptance by the CITY. In

the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this MOU, then in that event, Rebel Recovery Florida Inc shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the MOU and extension there under is in effect. Rebel Recovery Florida Inc shall not continue to work pursuant to this MOU unless all required insurance remains in full force and effect.

5. Comprehensive General Liability insurance to cover bodily injury liability and property damage liability with minimum limits of One Million Dollars (\$1,000,000.00) per occurrences.

Exposures to be covered are:

- Premises and Operation
- Products/Completed Operations
- Broad Form Property Damages
- Broad Form Contractual Coverage applicable to this specific Agreement, including any hold harmless and/or indemnification agreement.
- Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

Business Automobile Liability with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, and must include:

- Owned vehicles
- Hired and Non-Owned Vehicles
- Employers' Non-Ownership.

6. Rebel Recovery Florida Inc shall hold the CITY, its agents, and employees, harmless on account of claims for damages to persons, property or premises arising out of the operations to complete this MOU and name the CITY as an additional insured under their policy.

7. The CITY reserves the right to require any other insurance coverage it deems necessary depending upon the exposures.

The parties hereby execute this MOU by their duly authorized officials:

Rodney Lucas, City Manager

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City of Pahokee

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Date

Nancy McConnell, CEO  
400 N Congress Ave  
Suite 130, West Palm Beach, FL 33401

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Rebel Recovery Florida Inc

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Date