

**MEMORANDUM OF UNDERSTANDING
BETWEEN
HAMILTON HEALTH ENTERPRISES, INC. D/B/A SUWANNEE VALLEY NURSING
CENTER
AND
THE SCHOOL BOARD OF HAMILTON COUNTY, FLORIDA**

1. Parties. This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between The School Board of Hamilton County, Florida, (HCSB), whose address is 5683 US HWY 129 South, Suite 1, Jasper, FL 32052 and Hamilton Health Enterprises, Inc., a Florida not for profit corporation, doing business as the Suwannee Valley Nursing Center (SVNC), whose address is 427 15th Ave NW, Jasper, FL 32052.

2. Purpose. The purpose of this MOU is to establish the terms and conditions under which the said parties will function in the event of a disaster. The parties shall work together in an effort to affect transportation of SVNC residents during an actual or anticipated emergency using School Board's buses.

3. Term of MOU. This MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and the governing bodies of the parties' respective counties or municipalities and shall remain in full force and effect for 1 calendar year. This agreement shall automatically be renewed each year unless either party terminates the agreement with or without cause 30 days prior to renewal. This MOU may be terminated, without cause, by either party upon 30 days written notice, which notice shall be delivered by hand or by mail to the address listed above.

4. Responsibilities of SVNC. SVNC shall provide adequate notice of SVNC's needs, provide staffing to travel with residents, load/unload all residents and supplies as necessary, and pay all reasonable and customary expenses in relation to services provided.

5. Insurance and Indemnification. SVNC shall maintain commercial general liability insurance with a minimum limit of \$1,000,000 per occurrence, \$2,000,000 general

aggregate, and \$2,000,000 Products/Completed Operations Aggregate for bodily injury and property damage.

Coverage must include elder abuse and neglect.

The policy must name The School Board of Hamilton County, Florida, its Officers, Employees, Volunteers and Agents as additional insured using ISO additional insured endorsement CG 20 26 or its equivalent.

This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs available to HCSB using ISO endorsement CG 20 01 or its equivalent.

Each insurance policy required by the insurance provisions of this contract shall provide the required coverage and shall not be suspended, voided, or canceled except after thirty (30) days' prior written notice has been given to HCSB, except when cancellation is for non-payment of premium; then ten (10) days' prior written notice may be given.

Such notice shall be sent directly to HCSB.

If any insurance company refuses to provide the required notice, SVNC or its insurance broker shall notify HCSB of any cancellation, suspension, or non-renewal of any insurance within seven (7) days of receipt of insurer's notification to that effect.

SVNC agrees to provide HCSB with a certificate or certificates of insurance and the endorsements above evidencing the required insurance. Compliance with the requirements of this paragraph shall not relieve SVNC of its liability and obligations under this Agreement. SVNC must provide proof of coverage for up to three (3) years after the completion of the project.

Further, the SVNC for itself and its officers, employees, agents, representatives, contractors, or sub-contractors, shall fully indemnify and hold the HCSB and its officers and employees harmless for any from any claim, loss, damage or liability caused by negligence, misfeasance or malfeasance by the SVNC, its employees, appointees or agents, in the performance of or relating to the performance of the duties imposed upon the SVNC by this Agreement and any covenant or provision hereof, including but not limited to defending the HCSB and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon HCSB, or payment of any and all cost(s), damage(s), judgment(s), or loss(es) incurred by or imposed upon HCSB.

6. Responsibilities of HCSB. Upon SVNC's request directed to the individuals identified for notices below, the HCSB may provide standard and handicapped buses and drivers to transport residents of SYNC to other locations in the event of emergency evacuations during an actual or anticipated emergency, subject to HCSB operational constraints, including but not limited to bus and driver availability, and unless such use is limited by Executive Order from the Division of Emergency Management that takes precedence over the provisions of this MOU. There are no warranties, expressed or implied, by HCSB to SVNC, except as contained in this MOU, and HCSB shall not be liable for any loss or damage to SVNC, nor to anyone else, of any kind and however caused, whether by any driver or bus, its repair, maintenance, or equipment, or its failure, or by interruption of service or use.

7. General Provisions.

A. Amendments. Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.

B. Notices. All notices required or permitted by this Agreement shall be given in writing and by hand-delivery to the respective addresses of the parties as set forth in below with a copy by email to the respective email address. All notices by hand-delivery shall be deemed received on the date of delivery. Either party may change the names, addresses, or telephone numbers set forth below by written notice given to the other party as provided above. Notice shall be hand-delivered by express mail or other method whereby a receipt of delivery

may be obtained.

HAMILTON HEALTH ENTERPRISES, INC. D/B/A SUWANNEE VALLEY NURSING CENTER

Daniel Williamson
427 NW 15th Ave
Jasper, FL 32052
Telephone: (386) 792-1868 (386) 792-7161 (Direct)
Cell: 229-560-8663
Email: danny@svnc.us

THE SCHOOL BOARD OF HAMILTON COUNTY, FLORIDA

Rex L. Mitchell
Superintendent of Schools
5683 US Highway 129 South, Suite 1
Jasper, Florida 32052
Telephone: (386) 792-7802
Cell: (386) 397-3139
Email: rex.mitchell@hamiltonfl.com

Philip Pinello
Assistant Superintendent
5683 US Highway 129 South, Suite 1
Jasper, Florida 32052
Cell: (386) 397-9285
Email: Philip.pinello@hamilton.com

Ward Daniels: Transportation
Telephone: 386-792-7901
Cell: (386) 303-1001
Email: ward.daniels@hamiltonfl.com

C. **Governing Law.** This lease shall be governed by the laws of Florida, and the parties hereto agree that any litigation between the parties hereto relating to this lease shall take place in a court located in Hamilton County, State of Florida. Each party waives its right to jurisdiction or venue in any other location.

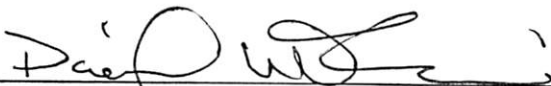
D. **ATTORNEY'S FEES AND COURT COSTS.** In the event of any litigation between the parties hereto to enforce any of the provisions of this MOU or any right of either party hereto, the unsuccessful party to such litigation agrees to pay to the successful party all costs and expenses, including reasonable attorneys' fees, whether or not incurred in trial or on appeal; incurred therein by the successful party, all of which may be included in and as a part of the judgment rendered in such litigation. Any indemnity provisions herein shall include indemnification for reasonable attorneys' fees and costs, whether or not suit be brought and including fees and costs on appeal.

E. **Entirety of Agreement.** This MOU, consisting of 6 pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

8. **Signatures.** The parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

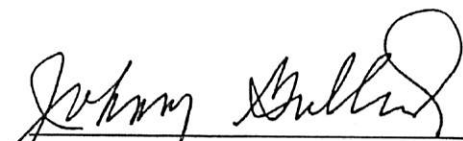
The effective date of this MOU is the date of the signature last affixed.

Hamilton Health Enterprises, Inc., dba Suwannee Valley Nursing Center


By: Daniel Williamson Administrator

Date: 3-14-18

The School Board of Hamilton County, Florida


By: Johnny Bullard, Chair


BY: Rex L. Mitchell Superintendent

Date 3/13/18

APPROVED BY HAMILTON SCHOOL BOARD

ON 3/13/18

SUPERINTENDENT