

**MEMORANDUM OF UNDERSTANDING
BETWEEN SEMINOLE COUNTY AND MEALS ON WHEELS, ETC., INC.**

THIS MEMORANDUM OF UNDERSTANDING is made and entered into this _____ day of _____, 20_____, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. First Street, Sanford, Florida 32771, hereinafter referred to as “**COUNTY**”, and **MEALS ON WHEELS, ETC., INC.**, a Florida not-for-profit corporation, whose address is 2801 S. Financial Court, Sanford, Florida 32773, hereinafter referred to as “**MEALS ON WHEELS**”.

WITNESSETH:

WHEREAS, the purpose of this MOU is to memorialize the intent of the parties to establish a contractual arrangement for MEALS ON WHEELS to provide food to COUNTY’s responders and staff during times of emergencies and disasters based on a pre-negotiated contract price schedule; and



WHEREAS, COUNTY and MEALS ON WHEELS intend to create and agree upon an annual, one (1) year Price Schedule and Letter Agreement for pricing of food during times of emergency at least one (1) month prior to the start of each hurricane season, that is, agree upon the terms of a contract prior to May 1 of each year, for a contract term commencing June 1 of that year and ending May 31 of the following year,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth in this Agreement, COUNTY and MEALS ON WHEELS agree as follows:

Section 1. Recitals. The foregoing recitals are true and correct and form a material part of the agreement upon which the parties have relied.

Section 2. Mutual Responsibilities.

(a) COUNTY and MEALS ON WHEELS will negotiate in good faith to create and agree upon an annual, one (1) year Price Schedule for provision of food to responders and COUNTY staff during times of emergency at least one (1) month prior to the start of each hurricane season, that is prior to May 1 of each year for a term commencing June 1 of that year and ending May 31 of the following year. The Price Schedule for 2023-2024 is attached to this Agreement as Exhibit A. This Price Schedule is to be implemented each year in the form of a Letter Agreement similar to Exhibit A. Exhibit A and each subsequent one (1) year Letter Agreement is deemed to include all of the provisions specified in this MOU.

(b) The Emergency Management Division is delegated the authority by the Seminole County Board of County Commissioners to negotiate and enter into the Letter Agreement described in subparagraph (a) above, provided the new prices set forth in the new Letter Agreement are not more than three percent (3%) higher than the prices set forth in the prior Letter Agreement.

(c) Upon execution of an appropriate Letter Agreement as described in the previous subparagraph, MEALS ON WHEELS will provide food to responders and COUNTY staff during times of emergencies and disasters and charge based on the pre-negotiated annual Letter Agreement described above.

(d) It is understood that this MOU and any Letter Agreement under it are non-exclusive and do not preclude COUNTY from entering into a similar agreement with another agency.

(e) Upon activation of an Incident Command Post or the Seminole County Emergency Operations Center (EOC), a request can be made to MEALS ON WHEELS by the Logistics Section Chief for food for responders and EOC staff. This is done when EOC staff, responders or both are unable to leave their posts due to long duration events.

(f) MEALS ON WHEELS will provide the types of meals / menu to be served to the COUNTY prior to the production / delivery of any food. It is understood different substitutions

must be made due to supply of food at the time of the request. This must be agreed upon before production is started.

Section 3. Insurance Requirements.

(a) Each party must maintain adequate insurance coverage to protect its own interests and obligations under this MOU and the annual Letter Agreements described in Section 2 above. In addition, MEALS ON WHEELS, at its own cost, must procure the insurance required under this Section and have this insurance approved by COUNTY's Risk Program Manager with the Resource Management Department.

(b) **All specifications noted herein are REQUIRED unless waived in writing by COUNTY.**

(1) Before commencing work, MEALS ON WHEELS must furnish COUNTY with a current Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by Section 3(d) and including the following as Certificate Holder and Additional Insured as noted in Section 3(b)(11):

Seminole County Board of County Commissioners
Seminole County Services Building
1101 E. First Street
Sanford, Florida 32771

The Certificate of Insurance must provide that COUNTY will be allowed not less than thirty (30) days written notice prior to the cancellation, non-renewal, or restriction of coverage. Until such time as the insurance is no longer required to be maintained by MEALS ON WHEELS, MEALS ON WHEELS must provide COUNTY with a renewal or replacement Certificate of Insurance before the expiration or replacement of the insurance for which a previous certificate has been provided.

(2) Notice of Cancellation, Non-Renewal or Restriction: A policy must be specifically endorsed to provide COUNTY with written notice as required under Section 3(b)(1) of cancellation, non-renewal, or restriction. In the event a policy cannot be endorsed to provide the necessary notice, a letter on the agent's stationery can be accepted.

(3) **The certificate must have this Agreement title marked on its face.**

(4) In addition to providing the Certificate of Insurance, upon request as required by COUNTY, MEAL ON WHEELS must, within thirty (30) days after receipt of the request, provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section 3(d). Certified copies of policies may only be provided by the Insurer, not the agent or broker.

(5) Neither approval by COUNTY nor failure by COUNTY to disapprove the insurance furnished by MEALS ON WHEELS will relieve MEALS ON WHEELS of its full responsibility for liability, damages, and accidents.

(6) Deductible and self-insured retention amounts must be declared to and approved by COUNTY and must be reduced or eliminated upon written request from COUNTY. The risk of loss within the deductible amount, if any, in the insurance purchased and maintained pursuant to this document must be borne by MEALS ON WHEELS.

(7) The insurer's cost of defense, including attorney's fees and attorney's fees on appeal will not be included within the policy limits but must remain the responsibility of insurer.

(8) In the event of loss covered by Property Insurance, the proceeds of a claim must be paid to COUNTY, and COUNTY will apportion the proceeds between COUNTY and MEALS ON WHEELS as their interests may appear.

(9) Neither COUNTY's review of the coverage afforded by or the provisions of the policies of insurance purchased and maintained by MEALS ON WHEELS in accordance

with this Section, nor COUNTY's decisions to raise or not to raise any objections about either or both, in any way relieves or decreases the liability of MEALS ON WHEELS. If COUNTY elects to raise an objection to the coverage afforded by or the provisions of the insurance furnished, MEALS ON WHEELS must promptly provide to COUNTY such additional information as COUNTY may reasonably request, and MEALS ON WHEELS will remedy any deficiencies in the policies of insurance within ten (10) days.

(10) COUNTY's authority to object to insurance does not in any way whatsoever give rise to any duty on the part of COUNTY to exercise this authority for the benefit of MEALS ON WHEELS or any other party.

(11) Additional Insured: The Seminole County Board of County Commissioners and their respective officials, officers, and employees must be included as Additional Insureds under General Liability and Umbrella Liability policies.

(12) Coverage: The insurance provided by MEALS ON WHEELS pursuant to this Agreement must apply on a primary and non-contributory basis and any other insurance or self-insurance maintained by the Seminole County Board of County Commissioners or COUNTY's officials, officers, or employees will be in excess of and not contributing with the insurance provided by MEALS ON WHEELS.

(13) Waiver of Subrogation: All policies must be endorsed to provide a Waiver of Subrogation clause in favor of the Seminole County Board of County Commissioners and its respective officials, officers, and employees.

(14) Provision: Commercial General Liability and Umbrella Liability Policies required by this Agreement must be provided on an occurrence rather than a claims-made basis.

(c) Insurance Company Requirements. Insurance companies providing the insurance must meet the following requirements.

(1) Such companies must be either: (a) authorized by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida to conduct business in the State of Florida, or (b) with respect only to the coverage required by Section 3(d)(1) (Workers' Compensation/Employer's Liability) authorized as a group self-insurer by Section 624.4621, Florida Statutes (2022), as that statute may be amended from time to time.

(2) In addition, such companies other than those authorized by Section 624.4621, Florida Statutes, must have and maintain a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company(i) loses its Certificate of Authority or (ii) fails to maintain the requisite Best's Rating and Financial Size Category, then MEALS ON WHEELS must immediately notify COUNTY as soon as MEALS ON WHEELS has knowledge of any such circumstance and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as MEALS ON WHEELS has replaced the unacceptable insurer with an insurer acceptable to COUNTY, MEALS ON WHEELS will be deemed to be in default of this Agreement.

(d) Specifications. Without limiting any of the other obligations or liabilities of MEALS ON WHEELS under this Agreement, MEALS ON WHEELS will, at its expense, procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this Section. Except as otherwise specified in this Agreement, the insurance must become effective prior to the commencement of work by MEALS ON WHEELS and must be maintained in force until final completion or such other time as required by this

Agreement. The amounts and types of insurance must conform to the following minimum requirements:

(1) Workers' Compensation/Employer's Liability (Mandatory-No Exceptions).

(A) MEALS ON WHEELS's insurance must cover MEALS ON WHEELS and its subcontractors of every tier for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation and Employer's Liability Policy (NCCI Form WC 00 00 00 A), as filed for use in Florida by the National Council on Compensation Insurance. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employer's Liability Act and any other applicable Federal or State law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation and Employers Liability Policy, there must be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Worker's Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation and Employers Liability Policy.

(C) The minimum limits to be maintained by MEALS ON WHEELS are as specified in Section 3(d)(1).

(2) Commercial General Liability.

(A) MEALS ON WHEELS's insurance must cover MEALS ON WHEELS for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements

other than the elimination of Coverage C, Medical Payment, and the elimination of coverage for Fire Damage Legal Liability.

(B) MEALS ON WHEELS will maintain separate limits of coverage applicable only to the work performed under this Agreement. The minimum limits to be maintained by MEALS ON WHEELS must be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Construction Project(s) General Aggregate Limit) endorsement (ISO Form CG 25 03) to a Commercial General Liability Policy with amounts as specified in Section 3(d)(2) XCU (Explosion, Collapse, Underground property damage perils) must not be excluded under the General Liability and Umbrella policy.

(C) The insurance must cover those sources of liability which would be covered by the latest edition of Coverage A of the Commercial General Liability Form (ISO Form CG 00 01) or Coverage A of the Products/Completed Operations Liability Coverage Form (ISO Form CG 00 37), as filed for use in the State of Florida by the Insurance Services Office without restrictive endorsements.

(D) The minimum limits to be maintained by MEALS ON WHEELS are as specified in Section 3(d)(2).

(E) The Seminole County Board of County Commissioners and their respective officials, officers and employees are to be included as Additional Insureds. ISO Endorsements CG 20 10 and CG 20 37 or their equivalent must be used to provide such Additional Insured status.

(3) Business Auto Policy.

(A) MEALS ON WHEELS's insurance must cover MEALS ON WHEELS for those sources of liability which would be covered by Section II of the latest edition

of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must include owned, non-owned, and hired autos.

(B) The minimum limits to be maintained by MEALS ON WHEELS are as specified in Section 3(d)(3).

(d) Required Limits of Insurance. The minimum amounts of insurance must be as follows:

(1)	<u>Workers' Compensation:</u>	<u>Statutory</u>
	<u>Employers' Liability</u>	
	Each Accident	\$500,000
	Disease-Policy Limit	\$500,000
	Disease-Each Employee	\$500,000
(2)	<u>Commercial General Liability:</u>	
	General Aggregate	Two Times (2x) the Each Occurrence Limit
	Products/Completed Operations Aggregate	\$2,000,000
	Personal and Advertising Injury	\$1,000,000
	Each Occurrence	\$1,000,000
(3)	<u>Business Auto Policy:</u>	
	Each Occurrence	\$1,000,000

Section 4. Indemnification.

(a) COUNTY expressly acknowledges and accepts its responsibility under applicable law and to the extent permitted by law agrees to indemnify, defend, and hold MEALS ON WHEELS harmless for loss, damage, or injury to persons or property arising out of or resulting from COUNTY's activities described in Section 2 above, unless, however, such claim or demand arises out of or results from the negligence of MEALS ON WHEELS its servants, agents, employees, or assigns. This provision is not to be construed as a waiver by COUNTY of its sovereign immunity, except to the extent waived pursuant to Section 768.28, Florida Statutes (2022), as that statute may be amended from time to time.

(b) MEALS ON WHEELS expressly acknowledges and accepts its responsibility under applicable law, and to the extent permitted by law, agrees to indemnify, defend and hold COUNTY harmless for loss, damage, or injury to persons or property, arising out of or resulting from MEALS ON WHEELS's activities described in Section 2 above, unless, however, such claim or demand arises out of or results from the negligence of COUNTY, its servants, agents, employees, or assigns.

(c) The principles of comparative negligence apply to loss, damage, or injury as specified in subsections (a) and (b) above where the negligence of both MEALS ON WHEELS and COUNTY and their respective servants, agents, employees, or assigns are involved, subject to any limitations provided for in Section 768.28, Florida Statutes.

(d) The parties further agree that nothing contained herein will be construed or interpreted as denying to any party any remedy or defense available to such parties under the laws of the State of Florida, nor as a waiver of sovereign immunity of COUNTY beyond the waiver provided for in Section 768.28, Florida Statutes.

(e) The waiver of a provision in Section 3 by either party will not constitute the further waiver of this provision or the waiver of any other provision of this Section 4.

Section 5. Notice. Any notice delivered with respect to this MOU must be in writing and will be deemed to be delivered (whether or not actually received) when (i) hand delivered to the person(s) hereinafter designated, or (ii) upon deposit of such notice in the United States Mail, postage prepaid, certified mail, return-receipt requested, addressed to the person at the address set forth opposite the party's name below, or such other address or to such other person as the party may have specified by written notice to the other party delivered in accordance herewith:

As to COUNTY:

Chief Administrator

Office of Emergency Management
150 Eslinger Way
Sanford, Florida 32773

As to MEALS ON WHEELS:

Michael McKee, Executive Director
Meals on Wheels, Etc.
2801 S. Financial Ct.
Sanford, FL 32773
(407) 333-8877

Section 6. Governing Law. The laws of the State of Florida govern the validity, enforcement, and interpretation of this MOU. Seminole County, Florida is the sole venue for any legal action in connection with this MOU.

Section 7. Parties Bound. This MOU is binding upon and inures to the benefit of MEALS ON WHEELS and COUNTY, and their successors and assigns.

Section 8. Conflict of Interest.



(a) Each party agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this MOU with the other party or which would violate or cause third parties to violate the provisions of Part III, Chapter 112, Florida Statutes (2022), as that statute may be amended from time to time, relating to ethics in government.

(b) Each party hereby certifies that no officer, agent or employee of that party has any material interest (as defined in Section 112.312(15), Florida Statutes, as the statute may be amended from time to time, as over 5%) either directly or indirectly, in the business of the other party to be conducted here, and that no such person will have any such interest at any time during the term of this MOU.

(c) Pursuant to Section 216.347, Florida Statutes, as this statute may be amended from time to time, the parties hereby agree that monies, if any, received from the other party pursuant to this MOU will not be used for the purpose of lobbying the Legislature or any State or federal agency.

(d) Each party has the continuing duty to report to the other party any information that indicates a possible violation of this Section.

Section 9. Entire Agreement.

(a) It is understood and agreed that the entire agreement of the parties is contained in this Agreement, and that this MOU supersedes all oral agreements, negotiations, and previous agreements between the parties relating to the subject matter of this Agreement.

(b) Any alterations, amendments, deletions, or waivers of the provisions of this MOU will be valid only when expressed in writing and duly signed by both parties, except as otherwise specifically provided in this MOU.

Section 10. Severability. If any provision of this MOU to any person or circumstance is held invalid, it is the intent of the parties that the invalidity does not affect other provisions or applications of this MOU which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are declared severable.

Section 11. Term. The term of this MOU is for five (5) years from the date of execution, unless extended by mutual agreement of COUNTY and MEALS ON WHEELS. Either party may terminate this MOU upon thirty (30) days' notice to the other party.

Section 12. Public Records Law.


(a) MEALS ON WHEELS acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. MEALS ON WHEELS acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes (2022), as that statute may be amended from time to time, in the handling of the materials created under this Agreement and this statute controls over the terms of this Agreement. Upon COUNTY's request, MEALS ON WHEELS must provide COUNTY with all requested public

records in MEALS ON WHEELS's possession, or allow COUNTY to inspect or copy the requested records within a reasonable time and at a cost that does not exceed costs as provided under Chapter 119, Florida Statutes.

(b) MEALS ON WHEELS specifically acknowledges its obligations to comply with Section 119.071, Florida Statutes, with regard to public records and must perform the following:

(1) MEALS ON WHEELS will keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services required under this Agreement.

(2) MEALS ON WHEELS must provide the public with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.


(3) MEALS ON WHEELS  will ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law.

(c) Upon termination of this Agreement, MEALS ON WHEELS must transfer, at no cost to COUNTY, all public records in possession of MEALS ON WHEELS, or keep and maintain public records required by COUNTY under this Agreement. If MEALS ON WHEELS transfers all public records to COUNTY upon completion of this Agreement, MEALS ON WHEELS will destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If MEALS ON WHEELS keeps and maintains the public records upon completion of this Agreement, MEALS ON WHEELS must meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon

request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.

(d) Failure to comply with this Section will be deemed a material breach of this Agreement for which COUNTY may terminate this Agreement immediately upon written notice to MEALS ON WHEELS. MEALS ON WHEELS may also be subject to statutory penalties as set forth in Section 119.10, Florida Statutes.

(e) **IF MEALS ON WHEELS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO MEALS ON WHEELS'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, MEALS ON WHEELS MAY CONTACT THE CHIEF ADMINISTRATOR AT THE OFFICE OF EMERGENCY MANAGEMENT, AHARRIS@SEMINOLECOUNTYFL.GOV, 407-665-5017, 150 ESLINGER WAY, SANFORD, FLORIDA 32773.**

Section 24. Patents and Royalties.  Unless otherwise provided, MEALS ON WHEELS is solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of this Agreement. MEALS ON WHEELS, without exception, will indemnify and save harmless COUNTY and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by MEALS ON WHEELS. In the event of any claim against COUNTY of copyright or patent infringement, COUNTY will promptly provide written notification to MEALS ON WHEELS. If such a claim is made, MEALS ON WHEELS must use its best efforts to promptly purchase for COUNTY any infringing products or services or procure a license at no cost to COUNTY that will allow continued use of the service or product. If none of the alternatives are reasonably available, COUNTY will return the article on request to MEALS

ON WHEELS and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

Section 13. Non-Assignability. MEALS ON WHEELS may not assign this MOU without the consent of the COUNTY.

Section 14. Future Agreement. Unless otherwise mutually agreed by the parties, any future agreement between the parties implementing this MOU must include the rights and obligations set forth in this MOU.

Section 15. Authority to Sign. Each person signing this MOU represents and warrants that he or she is duly authorized and has legal capacity to execute this MOU.

IN WITNESS WHEREOF, the parties hereto have made and executed this MOU for the purposes stated herein.

ATTEST:



MEALS ON WHEELS, ETC., INC.

By: _____

MICHAEL MCKEE, Executive Director

Date: _____

[Signatures and attestations continued on the following page.]

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

GRANT MALOY
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
AMY LOCKHART, Chairman

Date: _____

For the use and reliance
Seminole County only.

As authorized for execution by the Board of
County Commissioners at its _____,
20_____, regular meeting.

Approved as to form and
legal sufficiency.

County Attorney

DWM/kly
12/19/22
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Attachment:
Exhibit A – Letter Agreement/Price Schedule

