

**MEMORANDUM OF UNDERSTANDING BETWEEN
SEMINOLE COUNTY AND RESCUE OUTREACH MISSION OF
CENTRAL FLORIDA, INC. CONCERNING TEMPORARY
EMERGENCY SHELTER**

This Memorandum of Understanding ("MOU") is made and entered into by and between Rescue Outreach Mission of Central Florida, Inc. ("ROM"), and Seminole County, a political subdivision of the State of Florida.

WITNESSETH:

WHEREAS, ROM is willing to temporarily expand the capacity of its facility to shelter individuals experiencing homelessness during times of emergency management plan activation and/or declared local state of emergency, upon request of the Seminole County Office of Emergency Management; and

WHEREAS, the parties mutually desire to reach an understanding that will result in temporarily expanding the capacity of ROM's facility to shelter individuals experiencing homelessness during times of emergency management plan activation and/or declared state of local emergency; and

WHEREAS, ensuring the safety of the County's unhoused population during times of emergency management plan activation and/or declared local state of emergency serves a valid public purpose.

NOW, THEREFORE, for and in consideration of the terms, conditions, and mutual covenants contained in this MOU, ROM and Seminole County are intending to be legally bound, and agree as follows:

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

Section 2. Agreement Concerning the Use of ROM's Facility for Emergency Purposes.

(a) ROM shall, during times of emergency management plan activation and/or declaration of a local state of emergency, temporarily expand the capacity of its facility to shelter individuals experiencing homelessness.

(b) ROM shall provide appropriate staff to accommodate additional occupants during emergency management plan activation and/or a declared local state of emergency. These staff members will form the basis for a team of emergency shelter coordinators for ROM's facility. The team will be responsible for staffing designated areas within ROM's facility for dormitory operations to shelter individuals experiencing homelessness, for coordinating and facilitating the use of ROM's kitchen facilities for the preparation and distribution of hot meals, and for providing general support for the emergency shelter.

(c) Seminole County Office of Emergency Management shall reimburse ROM for costs of the additional staffing required due to ROM increasing its capacity to temporarily accommodate additional occupants during a declared local state of emergency. ROM shall invoice Seminole County Office of Emergency Management for the costs incurred, which are over and above normal operations, when activation of emergency sheltering activities occur for Seminole county under a local state of emergency.

(d) Seminole County Office of Emergency Management shall authorize and direct support for the provision of water, meals, blankets, cots, and generators (as needed), to shelter occupants while ROM's facility is being used as an emergency shelter pursuant to this MOU.

(e) It is further agreed that the liability of each party to this MOU, in relation to emergency shelter operations during disasters or states of emergency, is not increased because of the MOU, and is strictly governed by Chapter 252.51, Florida Statutes (2024). Nor is this MOU a

waiver of Seminole County's sovereign immunity pursuant to Section 768.28, Florida Statutes (2024), as this statute may be amended from time to time.

Section 3. Participation in Similar Activities. This MOU in no way restricts Seminole County from participating in similar activities with other public or private agencies, organizations, and individuals. Seminole County shall communicate and coordinate all such similar activities with each other party to this MOU.

Section 4. Insurance Requirements. Each party shall maintain adequate insurance coverage to protect its own interests and obligations under this MOU.

Section 5. Indemnification. Each party is solely responsible to third parties with whom they may contract in carrying out the terms of this MOU, and shall hold each other harmless, to the extent permitted by law, against all claims of whatsoever kind or nature by such third parties arising out of the performance of work under any such contract with a third party. This provision is not to be construed as a waiver by any party of its sovereign immunity, except to the extent waived pursuant to Section 768.28, Florida Statutes (2024), as this statute may be amended from time to time.

Section 6. Contacts. Seminole County, and ROM shall furnish to each other the names of the individuals, with backup, who will be responsible for administering this MOU and each party shall keep all other parties informed of any subsequent changes to this information as provided in Section 7 below.

Section 7. 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 the 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 according to this provision:

As to Seminole County:

County Manager
Seminole County Services Building
1101 East 1st Street
Sanford, FL 32771

As to ROM:



Section 8. Governing Law. The laws of the State of Florida govern the validity, enforcement, and interpretation of this MOU. Seminole County is the sole venue for any legal action in connection with this MOU in state court. The United States District Court for the Middle District of Florida, Orlando Division is the sole venue for any legal action in connection with this MOU in federal court.

Section 9. Employee Status. Persons employed by one party in the performance of services and functions pursuant to this Agreement are deemed not to be the employees or agents of any other party, nor do these employees have any claims to pensions, worker's compensation, unemployment compensation, civil service or other employee rights or privileges granted to any other party's officers and employees either by operation of law or by any other party.

Section 10. Conflict of Interest.

(a) Each party agrees that it shall 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 (2024), as this statute may be amended from time to time, relating to ethics in government.

(b) Pursuant to Section 216.347, Florida Statutes (2024), as this statute may be amended from time to time, the parties hereby agree that monies, if any, received from the other parties pursuant to this MOU will not be used for the purpose of lobbying the Legislature or any state or federal agency.

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

Section 11. Entire Agreement.

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

(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 all of the parties, except as otherwise specifically provided in this MOU.

(c) This MOU may be executed in any number of counterparts, each of which, when so executed, constitutes an original, but each counterpart will together constitute one and the same MOU.

Section 12. Public Records Law.

(a) Any records created under this MOU constitute public records under Florida law.

(b) It is acknowledged that COUNTY has obligations under Article 1, Section 24, Florida Constitution, and Chapter 119, Florida Statutes (2024), to release public records to members of the public upon request. Each party acknowledges that all of the parties are required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes (2024), in the handling of the materials created under this MOU and that this statute controls over the terms of this MOU.

(c) Each party specifically acknowledges its obligations to comply with Section 119.071, Florida Statutes (2024), with regard to public records created under this MOU, and shall:

(1) keep and maintain public records that ordinarily and necessarily would be required in order to perform the services created under this MOU;

(2) provide the public with access to public records on the same terms and conditions as required by Chapter 119, Florida Statutes (2024), and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2024), or as otherwise provided by law; and

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

Section 13. Headings and Captions. All headings and captions contained in this MOU are provided for convenience only, do not constitute a part of this MOU, and may not be used to define, describe, interpret or construe any provision of this MOU.

Section 14. Effective Date and Term. This MOU shall become effective upon the date of the last signature below and shall have a term of three (3) years unless terminated prior to the end of the term. Either party may terminate this Agreement without cause upon thirty (30) days written notice to the other party pursuant to the notice provisions contained in Section 7.

IN WITNESS WHEREOF, ROM and Seminole County, have caused this MOU to be executed, the Agreement to become effective and operative with the date of execution of the last signature below.

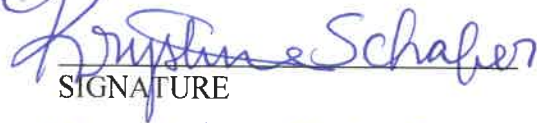
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ATTEST:



SIGNATURE

Christopher Ham
PRINT NAME



SIGNATURE

Krystine Schafer
PRINT NAME

By: Christopher Ham, Executive Director

Date: 2/24/2025



ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
JAY ZEMBOWER, Chairman

Date: _____

For the use and reliance
of 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

RM
1/22/25

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