

**MEMORANDUM OF UNDERSTANDING BETWEEN
SEMINOLE COUNTY CONCERNING EMERGENCY SHELTER
AND Tuskawilla United Methodist Church**

This MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into by and between the Tuskawilla United Methodist Church ("Church"), and Seminole County, a political subdivision of the State of Florida.

WITNESSETH:

WHEREAS, Church is willing to provide its facility for use as an emergency shelter during a state or local emergency, based upon the request of the Seminole County's Office of Emergency Management; and

WHEREAS, the parties mutually desire to reach an understanding that will result in making Church's facilities available to Seminole County for use as an emergency shelter during an emergency.

NOW, THEREFORE, for and in consideration of the terms, conditions, and mutual covenants contained in this MOU, Church and Seminole County are intending to be legally bound, 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. Agreements Concerning Emergency Shelters.

(a) Church shall permit, upon determination and request by Seminole County, the use of its facility as an emergency shelter for victims of disaster if space is available and no major events at facility conflicts with use.

(b) Church shall designate staff to assist in the opening and operation of its facility for an emergency shelter. These staff members will form the basis for a team of emergency shelter

coordinators for Church's facility. These positions will include, but are not limited to, an administrator, kitchen worker, and support staff. The team will be responsible for limiting access to designated areas within Church's Facility, for coordinating and facilitating the use of the Church's kitchen facilities and other areas within the Church and providing support for the emergency shelter.

(c) Church's kitchen personnel shall support the food service team and provide access to kitchen equipment as necessary for food preparation.

(d) Seminole County Office of Emergency Management shall authorize and direct the preparation of simple meals through coordination with non-profit agencies and food vendor contracts.

(e) Seminole County's Office of Emergency Management shall provide functional needs support services at Church's facility when it is used as an emergency shelter.

(f) Seminole County's Office of Emergency Management shall provide supplemental staff at Church's facility when it is used as an emergency shelter by utilizing trained volunteers and County staff.

(g) Seminole County's Office of Emergency Management shall coordinate with local law enforcement to provide security at Church when it is used as an emergency shelter.

(h) In the event an emergency shelter needs to be opened at Church's facility, Seminole County's Office of Emergency Management shall promptly notify Church's contact, as provided for in Section 6 below. In consultation, the Seminole County's Office of Emergency Management shall determine appropriate emergency shelters to open.

(i) Church shall furnish the name of the individual who will be primarily responsible for administering this MOU for Church.

(j) It is further agreed that the liability of each party to this agreement, in relation to emergency shelter operations during disasters or states of emergency, is not increased because of the agreement, and is strictly governed by Chapter 252.51, Florida Statutes (2022), and as to Seminole County, Section 768.28, Florida Statutes (2022), as these statutes 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 (2022), as this statute may be amended from time to time.

Section 6. Contacts. Seminole County, and Church 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 Church:

Tuskawilla United Methodist Church
3925 Red Bug Lake Rd
Casselberry, FL 32707
407-699-8155



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 (2022), as this statute may be amended from time to time, relating to ethics in government.

(b) Pursuant to Section 216.347, Florida Statutes (2022), 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 (2022), 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 (2022), 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 (2022), 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 (2022), and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2022), 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. The Effective Date of this MOU will be the date when the last party has properly executed this MOU as determined by the date set forth immediately below the respective signatories of the parties. The term of this MOU is five (5) years

from the Effective Date, unless extended by mutual agreement of all of the parties. Any party may withdraw from and terminate this MOU as to that party upon sixty (60) days written notice to all of the other parties.

IN WITNESS WHEREOF, Church 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.

ATTEST:



SIGNATURE

William Thomas Fabian

PRINT NAME



SIGNATURE

JOHN LOCKWOOD

PRINT NAME

By: Trustees Chairman, TUMC

Date: November 28, 2023



[Balance of this page intentionally blank; signatory page continues on Page 8.]

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.

Approved as to form and
legal sufficiency.

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

County Attorney

DWM/kly
6/20/22

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