

**MEMORANDUM OF UNDERSTANDING  
BETWEEN SEMINOLE COUNTY AND HARVEST TIME INTERNATIONAL, INC.**

This Memorandum of Understanding (MOU) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by and between **Seminole County**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East 1st Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY," and **Harvest Time International, Inc.**, a Florida non-profit corporation, whose address is 225 Harvest Time Drive, Sanford, Florida 32771, hereinafter referred to as "HARVEST TIME."

**W I T N E S S E T H:**

**WHEREAS**, the purpose of this MOU is to memorialize the intent of the parties to establish an arrangement whereby COUNTY is permitted to use HARVEST TIME's facility located at 225 Harvest Time Drive, Sanford, Florida 32771 (the "Facility"), as a donation and shelter site during a declared local state of emergency.

**NOW, THEREFORE**, for and in consideration of the promises, mutual covenants and agreements contained herein by and between the parties and for the mutual benefit of the COUNTY and HARVEST TIME, the parties 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. COUNTY Responsibilities.**

(a) COUNTY shall provide shelter and donation collection coordination and management for the Facility while in use during a declared local state of emergency.

(b) COUNTY shall provide security through the Seminole County Sheriff's Office at the Facility during its use as a donation and shelter site during a declared local state of emergency.

(c) COUNTY shall provide shelter resources and operational support at the Facility while it is being used as a donation and shelter site during a declared local state of emergency.

(d) COUNTY will provide staff to support staging logistics for receipt and distribution of materials to support the needs of the surrounding community in the aftermath of a disaster event that necessitated a declared local state of emergency.

(e) Upon conclusion of Facility activation pursuant to this MOU, COUNTY will use best efforts to restore the Facility to the condition it was in prior to COUNTY's use, minus reasonable wear and tear, and agrees to reimburse HARVEST TIME for reasonable repair of the Facility necessitated by damage sustained as a direct result of COUNTY's operations.

**Section 3. HARVEST TIME Responsibilities.**

(a) HARVEST TIME shall, during a declared local state of emergency, coordinate with COUNTY in order to take the necessary steps to make available to COUNTY the Facility to be utilized for donation management, logistical staging, and sheltering for the surrounding community.

(b) Notwithstanding anything in this MOU to the contrary, the Facility availability shall be subject to Facility condition, safety considerations, existing ministry operations, and the reasonable discretion of HARVEST TIME.

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

**Section 5. 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 HARVEST TIME harmless for loss, damage, or injury to persons or property, arising out of or resulting from

COUNTY's activities described in Sections 2 and 3 above or other authorized use of HARVEST TIME's Facility, unless, however, such claim or demand arises out of or results from the negligence of HARVEST TIME 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 (2025), as this statute may be amended from time to time.

(b) HARVEST TIME 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 HARVEST TIME's activities or other authorized use of the Facility, 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 HARVEST TIME and COUNTY and their respective servants, agents, employees or assigns are involved, subject to the limitations provided for in Section 768.28, Florida Statutes (2025), as this statute may be amended from time to time.

(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 (2025), as this statute may be amended from time to time.

(e) The waiver of any insurance provision by either party will not constitute the further waiver of this section.

**Section 6. 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 shall have specified by written notice to the other party delivered in accordance herewith:

**As to COUNTY:**

Chief Administrator of Emergency Manager  
Office of Emergency Management  
150 Eslinger Way  
Sanford, Florida 32773

**As to HARVEST TIME:**

Mary Murphy, President  
Harvest Time International, Inc.  
225 Harvest Time Drive  
Sanford, Florida 32771

**Section 7. 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 8. Parties Bound.** This MOU is binding upon and inures to the benefit of HARVEST TIME and COUNTY, and their successors and assigns.

**Section 9. 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 (2025), 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 (2025), 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 shall have any such interest at any time during the term of this MOU.

(c) Pursuant to Section 216.347, Florida Statutes (2025), 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 10. Entire Agreement.**

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

(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 11. Severability.** If any provision of this MOU or the application thereof 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 MOU are declared severable.

**Section 12. Term.** The term of this MOU is for five (5) years from the date of execution when the last party has properly executed this MOU as determined by the date set forth immediately below the respective signatories of the parties. This MOU may be extended by mutual agreement of COUNTY and HARVEST TIME when expressed in a writing pursuant to section 10(b) above. Either party may terminate the MOU at will with thirty (30) days advanced notice pursuant to the notice methods contained in Section 6 of this MOU.

**Section 13. Public Records Law.** HARVEST TIME acknowledges COUNTY's obligations under Article I, Section 24, Florida Constitution, and Chapter 119, Florida Statutes (2025), to release public records to members of the public upon request. HARVEST TIME acknowledges that COUNTY is required to comply with Article I, Section 24, Florida Constitution, and Chapter 119, Florida Statutes (2025), in the handling of the materials created under this MOU and that said statute controls over the terms of this MOU.

**Section 14. Non-Assignability.** HARVEST TIME may not assign this MOU without the consent of the COUNTY.

**Section 15. 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.

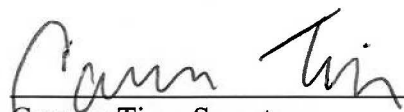
**Section 16. Authority to Sign.** Each person signing this MOU represents and warrants that he or she is duly authorized to do so and has legal capacity to execute this MOU.

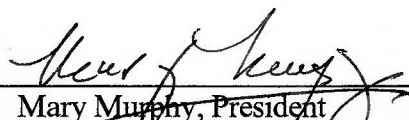
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**IN WITNESS WHEREOF**, the parties hereto have made and executed this MOU for the purposes stated herein.

ATTEST:

HARVEST TIME INTERNATIONAL, INC.

  
Carman Ting, Secretary

By:   
Mary Murphy, President

Date: 8-10-2026

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ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
GRANT MALLOY  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By: \_\_\_\_\_  
ANDRIA HERR, Chairman

Date: \_\_\_\_\_

For the use and reliance  
Seminole County only.

As authorized for execution by the Board of  
County Commissioners at its \_\_\_\_\_,  
2026, regular meeting.

Approved as to form and  
legal sufficiency.

\_\_\_\_\_  
County Attorney

RM/vs  
5/12/26

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