

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF KEY WEST AND
STAR OF THE SEA FOUNDATION

I. PURPOSE

This Memorandum of Understanding (hereafter MOU) is made and entered into by and between The City of Key West (hereafter CITY) and the Star of the Sea Foundation (hereafter SOS).

II. AUTHORITY

CITY may, by agreement of operation of law, charge persons or groups with duties incident to the protection of life and property within the County during an emergency. This agreement will be governed by and construed in accordance with the laws of the State of Florida.

III. RECITALS

WHEREAS, CITY has statutory responsibility to prevent, minimize, and repair injury and damage resulting from any type of disaster, and;

WHEREAS, the Star of the Sea Foundation is the largest local hunger relief organization, and the agency contracted to sub-distribute USDA Commodities in Monroe County Florida, and;

WHEREAS, CITY designates the Star of the Sea Foundation, as the Lead Disaster Food Bank Unit (hereafter LDFBU) with responsibilities to coordinate the receipt, storage, and distribution of unsolicited donated food and grocery items as part of the Monroe County Donated Goods and Volunteer Services Management System (hereafter DGVSMS). CITY further recognizes that SOS is a non-profit organization (with finite resources) and it is in the best interest for all disaster response efforts to maximize efficiencies. Normal distribution methods and daily "food banking"/hunger relief practices need to be reestablished by SOS as soon as possible after a disaster situation is under control.

IV. DUTIES AND RESPONSIBILITIES

- NOW, THEREFORE, the parties agree as follows:

A Parties: The Parties to the MOU are:

1 Star of the Sea Foundation

2. The City of Key West

B Term: The agreement shall become effective upon execution by all parties and shall remain in effect until termination in writing. Any party, in writing with or without cause, may make such termination at any time. Any termination under this MOU shall be

without prejudice or hardship to any obligation and liabilities of any party already accrued prior to such termination.

- C. Activation: The agreement shall be activated by request of the CITY, or by declaration of Monroe County, Florida as a Federal disaster area by CITY, state, or county officials.
- D. Terms and Conditions: The interchange provided by this agreement shall be handled as follows:
 - 1 SOS will provide coordination and management of the receipt, storage, purchasing and distribution of food and grocery items during a disaster or Emergency. In order to accomplish this, SOS will:
 - a. Operate in accordance with its day-to-day procedures for receipt, Storage, distribution and all overall management of purchased and donated food items. SOS shall be the final authority on all matters dealing with food safety, applicability and integrity standards -- in regards to unsolicited donated and purchased food and grocery items during times of disaster response.
 - b. Increase food acquisition as necessary in accordance with the SOS, FarmShare and the Feeding America Disaster Plan to meet the demand for food.
 - c. Respond to requests for food from city and county EOC's where the normal distribution system has been inadequate or overburdened as a direct result of a disaster.
 - d. Request equipment and supplies augmentation. Rent additional equipment as necessary and provide qualified operators, either paid staff or volunteers, for the equipment.
 - e. Retain surplus unsolicited donated food and grocery items remaining when these food items are no longer needed in the disaster area.
 - 2 CITY will:
 - a. Alert SOS in anticipation of possible activation of Donated Goods and Volunteer Services Management Systems.
 - b. Provide all disaster related travel documents and permits needed by SOS to ensure vehicles can enter and exit declared disaster areas efficiently and safely.
 - c. Share information with SOS on potential sources of transportation (truck/ship/rail/air) services and labor, both civilian and military.

- d. As permitted by law, offer surplus products to SOS for use in disaster and/or regular hunger relief operations.
- e. Make every effort to minimize burdensome requirements (paperwork, reports, presentation, etc.) on SOS in conjunction with disaster relief activities.
- f. Include SOS in all disaster public information pieces and press releases where applicable.

V. INDEMNIFICATION AND LIABILITIES

- A. SOS shall be solely responsible to parties with whom it shall deal in carrying out the terms of this agreement and shall save the CITY harmless against all claims of whatever nature by third parties arising out of the performance of work under this agreement. For purposes of this agreement, SOS and SOS agree that it is not an employee or agent of the CITY, but it is an independent 501 (c) (3) non-profit organization and as such must abide by strict Federal regulations that govern the handling and accountability for donated goods.
- B. To the extent permitted by law, the CITY shall be solely responsible to parties with whom it shall deal in carrying out the terms of this agreement and shall save the SOS and SOS harmless against all claims of whatever nature by third parties arising out of the performance of work under this agreement, as limited by Ch. 768, Florida Statute and any applicable sovereign immunity statutes.
- C. CITY recognizes that SOS, its staff and volunteers are not employees or agents of the CITY in any form and that they maintain their own system of management and personnel policies.
- D. Nothing herein is intended to serve as a waiver of sovereign immunity by any party or recipient to whom sovereign immunity applies. Nothing herein shall be construed as consent by a CITY agency or subdivision of CITY to be sued by third parties in any matter arising out of any contract.
- E. SOS agrees to indemnify, defend, and hold free and harmless, the CITY and each of its members, agents, servants, employees, officers, and directors, from and against any and all actions, claims, liabilities, assertions, of liability, losses, costs, and expenses including, but not limited to, attorney fees, reasonable investigative and discovery costs, and court costs, which in any manner may arise or be alleged to have arisen, or resulted, or alleged to have resulted, from the presence and activities, or any nature of otherwise of SOS or its agents, servants, or employees relating to this MOU, including but not limited to, claim or claims for bodily injury or death of persons, and for loss of or

damage to property, including claims or loss by CITY or its agents, servants, and employees.

- F. CITY agrees to indemnify, defend, and hold free and harmless to the extent permitted by law, SOS and each of its volunteers, members, agents, servants, employees, officers, and directors from and against any and all actions, claims, liabilities, assertion of liability, losses, costs, and expenses including, but not limited to, attorney fees, reasonable investigative and discovery costs, and court costs, which in any manner may arise or be alleged to have arisen, or resulted, or alleged to have resulted, from the presence and activities, or any nature or otherwise of the CITY its agents, servants, or employees relating to this MOU, including but not limited to claim or claims for bodily injury or death of persons, and for loss of or damage to property, including claims or loss by the city or its agents, servants, and employees.

VI. INTEGRATION

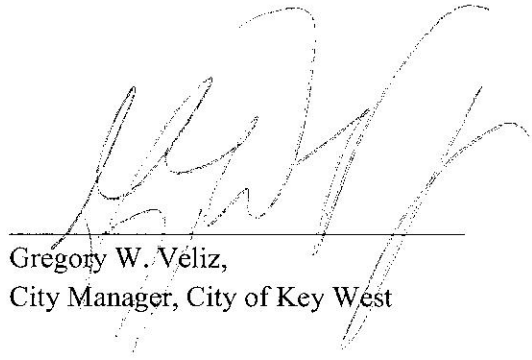
This agreement contains the entire understanding of the parties with respect to the subject matter of the agreement, and it supersedes all prior understandings, and agreements, whether written or oral, and all prior dealings of the parties with respect to the subject matter herein.

VII. MODIFICATIONS

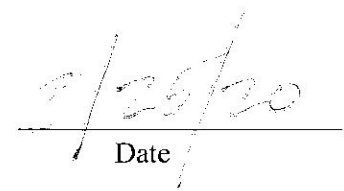
This MOU may be modified or amended only by an instrument in writing signed by the parties hereto.

VIII. EFFECTIVE DATE

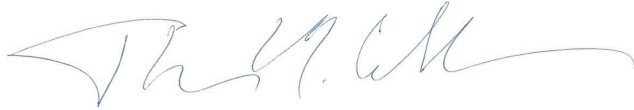
January 27, 2020



Gregory W. Veliz,
City Manager, City of Key West



Date



1/27/20

Thomas M. Callahan, Executive Director
Star of the Sea Foundation as LDFBU

Date