

**MEMORANDUM OF UNDERSTANDING BETWEEN CHARLOTTE COUNTY AND  
CHARLOTTE CARE CENTER TO CHARLOTTE CARE CENTER  
CONCERNING INCLEMENT WEATHER SHELTERING**

This MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is entered into by and between the CHARLOTTE CARE CENTER (hereinafter the "CARE CENTER"), whose principal address is 1476 Kenesaw Street, Port Charlotte, Florida 33948 and CHARLOTTE COUNTY, a political subdivision of the State of Florida (hereinafter the "COUNTY"), whose principal address is 18500 Murdock Circle, Port Charlotte, Florida 33948.

**WITNESSETH:**

**WHEREAS**, upon request of the Charlotte County Office of Emergency Management (hereinafter "OEM"), the CARE CENTER desires to partner with the COUNTY to allow their facilities to be used, during inclement weather events, as an inclement weather shelter to meet the needs of persons requiring assistance during inclement weather; and

**WHEREAS**, the parties have reached a mutual understanding as to the roles and responsibilities of operating the inclement weather shelter.

**NOW, THEREFORE**, in consideration of the terms, conditions, and mutual covenants contained herein, CARE CENTER and COUNTY intend 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. Scope.** The CARE CENTER agrees to provide access, use, and staffing of its facilities during inclement weather events in accordance with the terms as outlined in Section 3.

**Section 3. Responsibilities.**

- a. Upon formal notification, CARE CENTER shall permit the use of its facility as an inclement weather shelter for parties potentially at risk.
- b. CARE CENTER agrees to provide staffing during the activation of an inclement weather shelter.

c. CARE CENTER shall designate staff to assist in the opening and operation of its facility as an inclement weather shelter. They will be responsible for providing support for the inclement weather shelter, limiting access to designated areas, and coordinating and facilitating the use of the kitchen and other areas within the CARE CENTER.

d. The OEM shall authorize and direct the activation of the inclement weather shelter.

e. Upon formal declaration of a state or local emergency, the OEM shall promptly notify the CARE CENTER, utilizing the contact information as provided in Section 11 below. The OEM shall determine when it is appropriate for the inclement weather shelter to open.

f. The CARE CENTER will provide an invoice within 30 days of an activation of the inclement weather shelter for payment of \$300 per day with a cap of 15 days per year. All other expenses will be the responsibility of the CARE CENTER.

g. In the event the CARE CENTER facility is under an evacuation order, the CARE CENTER will provide transportation of their clients to a hurricane shelter.

h. The CARE CENTER will provide return transportation for their clients from hurricane shelters upon the CARE CENTER's determination that it is safe to return to the inclement weather shelter.

i. The OEM will provide weather reports to the CARE CENTER notifying them of inclement weather.

j. The CARE CENTER will monitor weather reports to ensure staffing is available in the event the inclement weather shelter is activated.

k. The OEM will notify the CARE CENTER if activation thresholds are forecasted.

l. The OEM will notify the public of the activation of the inclement weather shelter through the Joint Information Center.

m. The CARE CENTER will notify non-clients of the inclement weather shelter activation during its scheduled meal periods and via its current outreach methods.

n. The Cold weather shelter shall be activated by the CARE CENTER when temperature and/or wind chill is forecasted at or below 39° (degrees).

**Section 4. Activation.** Activation of the inclement weather shelter will include cold weather events, high heat, high wind events, flooding, outbreaks, transportation to shelters when evacuated, and other events residents would require emergency sheltering.

**Section 5. Term and Termination.** This MOU shall be for a term of ten (10) years, beginning on the effective date of this Agreement. Any party may withdraw from and terminate this MOU with one (1) year written notice to the other party.

**Section 6. Liability.** The liability of each party to this agreement, in relation to inclement weather shelter designation and operations is strictly governed in accordance with Florida Statutes §§ 252.51 and 768.28, as amended. No provision of this agreement shall constitute or be interpreted as a waiver of sovereign immunity and all defenses relative to sovereign immunity shall be preserved.

**Section 7. Participation in Similar Activities.** This MOU in no way restricts the COUNTY from participating in similar activities with other public or private agencies, organizations, and individuals. The COUNTY shall communicate and coordinate all such similar activities with CARE CENTER.

**Section 8. Insurance Requirements.** The CARE CENTER shall procure and maintain, until all of its obligations have been discharged under this MOU, insurance coverage in adequate amounts to protect against claims for injury to persons or damage to property which may arise from or in connection with its performance under this MOU. The policy shall be endorsed for a waiver of subrogation against the COUNTY and shall name the COUNTY, its officers, employees, agents, and volunteers as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the CARE CENTER. CARE CENTER shall furnish proof of insurance to the County Administrator, or one of his/her designees, within ten (10) days of the effective date of this agreement and/or within ten (10) days of obtaining a new Policy.

**Section 9. Indemnification.** CARE CENTER shall indemnify, defend, and hold harmless the COUNTY, its Commissioners, officers, employees, agents, and volunteers from and against any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of CARE CENTER and other persons employed by or volunteering on behalf of CARE CENTER in the performance of duties under this MOU.

**Section 10. Contacts.** The parties shall furnish the name and contact information of designated individuals who will be responsible for administering this MOU. Changes to these contacts shall be in writing and delivered as outlined in Section 11 of this agreement.

**Section 11. Notice.** In the event either party desires or is required to provide notice to the other party, the party desiring or required to provide such notice shall do so in writing and by hand delivery or certified mail, return receipt requested, postage prepaid, to the other party at the address listed below:

**If to the COUNTY:**

Charlotte County Government  
Attn: Hector Flores, County Administrator  
18500 Murdock Circle  
Port Charlotte, FL 33948

**If to CARE CENTER:**

Charlotte CARE Center  
Attn: Jenna Alvarez  
1476 Kenesaw Street  
Port Charlotte, FL 33948

**Section 12. Governing Law.** The laws of the State of Florida govern the validity, enforcement, and interpretation of this MOU. Charlotte County, Florida 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, Fort Myers Division is the sole venue for any federal court action in connection with this MOU.

**Section 13. Employee Status.** Persons employed by or volunteering on behalf of a party in the performance of services and functions pursuant to this MOU are not

deemed the employees or agents of the other party, nor do these employees or volunteers 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 14. E-Verify Registration.** Pursuant to Section 448.095 of the Florida Statutes, all persons or firms entering contracts with the COUNTY are required to register with, and use, the E-Verify system of the *U.S. Department of Homeland Security* to electronically verify the employment eligibility of all newly hired employees. The COUNTY may terminate this MOU for failure on the part of CARE CENTER to use E-Verify. Contract termination for failure to use E-Verify is not considered a breach of contract pursuant to s. 448.095(2)(c)3, Fla. Stat.

**Section 15. Conflict of Interest.** 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 or which would violate or cause third parties to violate the provisions of Part III, Chapter 112, Florida Statutes, as amended, relating to ethics in government.

**Section 16. Entire Agreement.** It is understood and agreed 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.

**Section 17. Retention/Ownership of Records.** Pursuant to Section 119.0701 of the Florida Statutes, Contractors acting on behalf of the COUNTY must comply with the public records laws, specifically: a) keep and maintain public records required by the COUNTY to perform the contracted services; b) upon request from the COUNTY's custodian of public records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or as otherwise provided by law; c) ensure that public records that are exempt

or confidential from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract; and d) upon completion of the contract, keep and maintain all public records required by the COUNTY to perform the service, and meet all applicable requirements for retaining public records.

The CARE CENTER agrees to retain all books, records, and other documents relative to this Agreement for five (5) years after termination of this Agreement. Persons duly authorized by the COUNTY shall have full access to and the right to examine any materials during said period, subject to applicable confidentiality laws.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, IT IS THE CONTRACTOR'S DUTY TO RETAIN AND PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT (941) 743-1441, E-MAIL TO RECORDS@CHARLOTTECOUNTYFL.GOV, 18500 MURDOCK CIRCLE, BLDG. B, Suite 109, PORT CHARLOTTE, FLORIDA 33948.**

**Section 18. Headings and Captions.** All headings and captions contained in this MOU are provided for convenience only, are not considered a part of this MOU, and may not be used to define, describe, interpret, or construe any provision of this MOU.

**Section 19. Application and Execution.**

1) The effective date of this MOU will be the date when the last party has properly executed this instrument as determined by the date set forth immediately below the respective signatories of the parties.

2) This MOU may only be amended by written agreement of the parties.

**IN WITNESS WHEREOF**, the parties hereto have executed this instrument, in Charlotte County, Florida, for the purpose herein expressed, the day and year below written.

**CHARLOTTE CARE CENTER TO  
CHARLOTTE CARE CENTER**

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

**BOARD OF COUNTY COMMISSIONERS  
OF CHARLOTTE COUNTY, FLORIDA**

By: \_\_\_\_\_  
Joseph M. Tiseo, Chairman

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

**ATTEST:**

Roger D. Eaton, Clerk of the Circuit  
Court and Ex-Officio Clerk of the  
Board of County Commissioners

By: \_\_\_\_\_  
Deputy Clerk

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:**

By: Janette S. Knowlton  
Janette S. Knowlton, County Attorney  
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