

**Memorandum of Understanding
Between
Nassau County, a Political Subdivision of the State of Florida
and
Regional Food Bank of Northeast Florida (dba. Feeding Northeast Florida, or FNEFL)**

I: Purpose: The purpose of the Memorandum of Understanding (MOU) is to set forth, define and establish mutual agreements, understandings, and obligations by and between **Nassau County, a political subdivision of the State of Florida, through its Emergency Management Division (“the County” or “Nassau County”), and Regional Food Bank of Northeast Florida (or dba “Feeding Northeast Florida” or “FNEFL”).**

II. Statement of Basic Responsibilities:

- A. Nassau County, through its Emergency Management Division, provides coordination of emergency services within Nassau County, including incorporated areas. This includes the selection and utilization of various resources and organizations capable of rendering assistance. Under Chapter 252, Florida Statutes, Nassau County, through its Emergency Management Division, also coordinates the administration of relief activities of both public and private relief or disaster assistance organizations which agree to volunteer their services under the direction or guidance of Nassau County authorities. In addition, Nassau County may utilize personnel and facilities of relief or disaster assistance organizations, churches, temples, and synagogues in the distribution of food, relief supplies, medicines or other items and temporary sheltering as part of the restoration, rehabilitation or reconstruction of community services and essential facilities whenever Nassau County authorities deem it necessary.
- B. Recognizing the increased demand for churches, temples, synagogues, large capacity spaces, and public-private partnership facilities to supplement assistance and recovery to victims of both Presidentially declared or undeclared disasters, and the need to work in harmony with local governments and private relief agencies, the **Feeding Northeast Florida** wishes to assist in rendering the most efficient service with a minimum of duplication to the citizens and visitors of Nassau County.

III: Coordination of Effort: Cooperation and coordination between Nassau County, through its Emergency Management Division, and **Feeding Northeast Florida**, at a time of major disaster and during the post-disaster recovery period should be maintained at efficient levels and is part of the purpose of this Memorandum of Understanding. **Feeding Northeast Florida** works on a voluntary basis as a member of the Community Organizations Active in Disaster (COAD) and Volunteer Organizations Active in Disaster (VOAD), and will make a continuing effort to acquaint its members of this Memorandum of Understanding to assist Nassau County in carrying out mutual responsibilities for disaster relief.

IV: Responsibilities:

A. Nassau County, through its Emergency Management Division, will make efforts to achieve the following:

1. Notify **Feeding Northeast Florida** of the potential need to assist in activities following a disaster; and
2. Participate in and develop training in disaster response for the members of **Feeding Northeast Florida**; and
3. Schedule periodic meetings and/or exercises to familiarize members of disaster preparedness or recovery initiatives; and
4. Utilize, when and as appropriate in Nassau County's discretion, the services of **Feeding Northeast Florida** for disaster relief and recovery projects; and
5. Nassau County agrees to be responsible, to the extent provided under *Florida Statute 768.28*, for its negligent acts, however, this responsibility shall not serve as a waiver of Nassau County's Sovereign Immunity limits.

B. **FEEDING NORTHEAST FLORIDA** will make efforts to:

1. Provide facilities and/or staff to Nassau County at no charge during the disaster or local emergency relief and recovery periods; and
2. Provide a 24-hour contact person and alternates; and
3. Provide a representative to attend periodic meetings of the Community Organizations Active in Disaster; and
4. Participate in exercises, drills, planning sessions, webinars and conference calls developed by the Nassau County Emergency Management Division; and
5. Provide the Nassau County Emergency Management Division with an update of the facility and staffing capabilities at least annually prior to June of each year.

C. Both of the above-named parties agree to the following:

1. No modifications or changes will be made to the facility/property by the Nassau County Representative without the express written approval of the owner/operator, or designee; and
2. Prior to occupancy, representatives of both parties may inspect the facility/property and will note any discrepancies on the inspection form, and/or this Memorandum of Understanding; and
3. The facility/property will be returned to the **Feeding Northeast Florida** in the same condition as it was when occupied/acquired.

V. Effective Date, Automatic Renewal, and Modification: This Memorandum of Understanding presents general, and some specific, guidelines by which Nassau County, through its Emergency Management Division, and **Feeding Northeast Florida**, will cooperate to aid victims at the time of disaster. In witness thereof, the parties have executed this Memorandum of Understanding on the date indicated. The provisions of this Memorandum of Understanding will be effective from the date approved by the Board of County Commissioners for a period of three

(3) years. At the end of the three-year (3) period, this Memorandum of Understanding will automatically renew for an additional term of one year, unless terminated as provided in Paragraph VI of this Memorandum of Understanding. Both Parties have the authority to amend provisions of this Memorandum of Understanding upon the mutual consent and by written instrument executed by the Parties.

VI. Termination: Either party may terminate this Memorandum of Understanding by providing upon 30 days written notice to the other party. The Memorandum of Understanding may be immediately and automatically terminated by the County without providing such notice, should the County reasonably believe that the spirit or intent of Chapter 252, Florida Statutes, is not being effectuated by this Memorandum of Understanding.

***The parties agree to use best efforts to coordinate services under this MOU.**

AS TO COUNTY:

ATTEST:
CLERK

By: [Signature]

Approved as to form and legality:

[Signature]
County Attorney

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA

By: [Signature]

AS TO REGIONAL FOOD BANK OF NEFL (FEEDING NORTHEAST FLORIDA):

WITNESSES:

[Signature]

Print Name: Lythvia Portis

[Signature]

Print Name: DAN OSTRENG

FEEDING NORTHEAST FLORIDA:

By: [Signature]

Print Name: ELI DARKATSH

Title: DIRECTOR of COMPLIANCE

Date: 2-2-2023

