

UMBRELLA MEMORANDUM OF UNDERSTANDING
BETWEEN
Catholic Charities Diocese of Venice, Inc.
AND
City of North Port, Florida

This Memorandum of Understanding (“Agreement”) is made by and between Catholic Charities Diocese of Venice, Inc., a Florida Not For Profit Corporation, hereinafter referred to as “CCDOV,” and the CITY OF NORTH PORT, FLORIDA, a municipal corporation of the State of Florida, hereinafter referred to as “City.”

RECITALS

WHEREAS, CCDOV provides social service programs within the City of North Port, Florida; and

WHEREAS, CCDOV and the City desire to collaborate and provide mass care and emergency assistance activities including but are not limited to disaster response, feeding operations, distribution of relief supplies operations, and recovery operations; and

WHEREAS, the City Commission finds that the services provided under this Agreement promote the public health, safety, and welfare of the community and that these services are a proper exercise of a municipal function.

NOW THEREFORE, for and in consideration of the mutual covenants specified herein and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

1. Recitals.

The above recitals are true and correct and are incorporated into this Agreement by reference.

2. Term and Termination.

2.1.

Commencing on the date the last party executes this Agreement (“Effective Date”), the term of this Agreement is for five (5) years (“Initial Term”). Upon the expiration of the Initial Term, and unless otherwise terminated, this Agreement shall automatically renew for one additional five-year term (“Renewal Term”).

2.2

CCDOV Termination. Except as otherwise provided herein, CCDOV may terminate this Agreement at any time without penalty or premium by providing the City with ninety (90) days advance written notice of termination.

2.3

City Termination. This Agreement may be terminated with or without cause by the City Manager in whole or in part or whenever the City Manager determines that termination is in the City’s best

interest. Any such termination shall be effected by the delivery to CCDOV of a written notice of termination at least thirty (30) days before the date of termination, specifying the extent to which performance of the work under the Agreement is terminated and the date upon which such termination becomes effective.

3. Management Structure.

3.1

The relationship of the Parties to each other is solely that of a voluntary association. No Party shall be considered an employee, consultant, agent, partner or fiduciary of the other except for such purposes as may be specifically enumerated herein, nor shall anything contained in this Agreement be construed to create any partnership or joint venture between the parties unless arranged under a separate contract document. Neither Party shall have the right or authority to assume or to create any obligation on behalf of or in the name of the other, or to bind the other in any manner whatsoever.

3.2

Nothing in this Agreement restricts the right of either Party to make agreements with other organizations or entities for any purpose. CCDOV does not and shall not proselytize or demand that people hear any religious message or convert to Christianity before, during, or after receiving assistance under the terms of this Agreement.

3.3

Project management, approvals, and communications shall be outlined in project-specific agreements developed for each project between the Parties entered pursuant to this Agreement.

3.4

Any confidential or proprietary information disclosed by either party shall be marked "confidential" or "proprietary." Material developed exclusively for projects developed and managed under this Agreement shall be owned by both CCDOV Inc. and CITY OF NORTH PORT, with rights to continue use extending beyond this project.

4. City Responsibilities.

In furtherance of this Agreement the City shall:

4.1

Inform relevant City affiliates about the existence of this Agreement and the capability of the Parties resulting from this Agreement related to providing emergency protective measures, services, and response.

4.2

Promote the objectives and purpose of this Agreement through documenting and sharing promising practices with CCDOV.

4.3

Coordinate with relevant City affiliates and CCDOV to determine the financial parameters of the services provided pursuant to this Agreement.

4.4

Provide CCDOV with a point of contact for coordination for emergency service capacity building and response.

5. CCDOV Responsibilities.

In furtherance of this Agreement CCDOV shall:

5.1

Develop protocols to respond within 24-72 hours of an emergency to serve communities needing the services identified by the City, usually as part of an overarching State of Florida response, including but not limited to:

- A. Identifying the unmet needs within the City of North Port, with an emphasis on diverse populations, including but not limited to the poor and marginalized, migrants and farmworkers, low-income, and non-English-speaking populations;
- B. Supporting and/or establishing points of distribution (“PODs”) and other operations, as local Catholic Charities Agency capacity allows;
- C. Providing coordinated assistance to needy communities and populations;
- D. Participating in long-term recovery activities;
- E. Participating in local emergency operations and emergency support functions based on local CCDOV capacity and resources as reflected in local CEMPs; and
- F. Providing emergency protective actions as they become necessary following the declaration of a state of local emergency by the City.

5.2

Provide liaisons if available and requested by the City, and cover all expenses incurred by the deployment.

5.3

No later than the first of every month following the declaration of a state of emergency or state of local emergency the City, State of Florida, federal government, or state or federal agency CCDOV shall submit volunteer reports to the City.

5.4

Develop relationships with local emergency management to facilitate the provision of services required under this Agreement.

5.5

When possible and capacity allows, inventory the capabilities and resources of CCDOV in times of disaster and provide that information to the City.

5.6
Provide City with up to date contact information.

5.7
Encourage CCDOV paid and volunteer disaster personnel to take and become certified in the appropriate levels of National Incident Management System (NIMS) and Incident Command System (ICS).

6. Mutual Obligations

6.1
Within 90 days of the effective date of this Agreement the Parties shall collaborate to develop guidelines on the following:

- A. Program guidelines based on generally accepted standards of practice;
- B. Financial parameters with the understanding that the Parties may need to raise and/or expend resources for certain projects. Parameters include reasonable assumptions for volunteer recruitment, local and international travel, food, accommodation, materials, supervision, and any other costs;
- C. Business processes that outline the operational protocols, communication, information sharing, decision making processes and other processes needed to assure that projects are designed and implemented effectively and efficiently; and
- D. Sample project level agreements.

6.2
The Parties shall enact communication protocols so each can be reached by the other during an emergency to discuss potential response scenarios, including First-In teams, assessments, availability of facilities and equipment for staging and vehicles for transportation.

6.3
Each party shall make a reasonable effort to display the other party's logo at project sites where assistance is provided pursuant to this Agreement. The City's display of CCDOV's logo does not imply an affiliation with CCDOV other than as outlined within this Agreement; any implied affiliation is accidental. The Party wanting their logo displayed must provide the other party with a usable version of the logo and/or other requested materials for approval before those materials will be displayed. A Party's failure to provide this information or material within a reasonable amount of time will allow the substitution of text copy where appropriate.

6.4
The Parties shall collaborate and must agree prior to the use and publication of any photograph, video, and/or written media, provided by a Party or volunteer pursuant to this Agreement, and prior to the use and/or publication of any press release and/or announcements on a Party's website.

7. No Shared Expenses

No cost, fee, or expense incurred by one Party due to an action taken in furtherance of this Agreement shall be borne in whole or in part by the other Party unless agreed to in writing prior to incurring the expense.

8. INDEMNIFICATION

THE CITY AND CCDOV AGREE TO INDEMNIFY AND SAVE HARMLESS THE OTHER PARTY, ITS AGENTS, OFFICIALS AND EMPLOYEES AGAINST ALL INJURIES, DEATHS, LOSSES, DAMAGE CLAIM, SUITS, LIABILITIES, JUDGMENTS, COSTS, ATTORNEY FEES, AND EXPENSES WHICH MAY ACCRUE AGAINST THE OTHER PARTY AS A CONSEQUENCE OF THE INTENTIONAL OR NEGLIGENT ACTS OF THE INDEMNIFYING PARTY'S EMPLOYEES, AGENTS, OR LICENSEES ARISING OUT OF THE PERFORMANCE OF EACH PARTY'S OBLIGATIONS UNDER THIS AGREEMENT UP TO THE MAXIMUM LIMITS PROVIDED BY SECTION 768.28, FLORIDA STATUTES. NOTHING CONTAINED IN THIS SECTION SHALL CONSTITUTE A WAIVER OF SOVEREIGN IMMUNITY OR OF THE LIMITATIONS ON LIABILITY PROVIDED TO THE CITY UNDER THE FLORIDA CONSTITUTION OR GENERAL LAW. IN THE EVENT OF ANY THREATENED OR IMPENDING ACTION THAT MAY GIVE RISE TO A CLAIM UNDER THE TERMS OF THIS SECTION, THE PARTY SEEKING INDEMNIFICATION FOR SUCH CLAIM MUST PROMPTLY GIVE NOTICE TO THE OTHER PARTY IN WRITING BY CERTIFIED MAIL. THE INDEMNITY PROVIDED HEREIN SHALL NOT APPLY TO ANY SETTLEMENT AGREEMENT ENTERED INTO BY ONE PARTY WITHOUT THE CONSENT OF THE INDEMNIFYING PARTY. THE TERMS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

9. Notice

Except as specified elsewhere in this Agreement, all notices provided for in the Agreement must be in writing and transmitted by FedEx, UPS, or by certified mail, return receipt requested to the following. A party may update its notice information by providing written notice to the other party.

For City of North Port, Florida:

City of North Port, Florida
Attn: City Manager
4970 City Hall Blvd.
North Port, Florida 34286

with a copy to:

City of North Port, Florida
Attn: City Attorney
4970 City Hall Blvd.
North Port, Florida 34286

For Catholic Charities Diocese of Venice, Inc:

Catholic Charities Diocese of Venice Inc
Attn: Eddie Gloria, CEO
1000 Pinebrook Rd.
Venice, FL 32858

10. Public Records Law

In accordance with Florida Statutes Section 119.0701, CCDOV shall comply with all public records laws, and shall specifically:

- 10.1 Keep and maintain public records required by the City.
- A. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies.
(See <http://dos.dos.state.fl.us/library-archives/records-management/general-records-schedules/>).
 - B. "Public records" means and includes those items specified in Florida Statutes, Section 119.011(12), as amended from time to time, and currently defined as: All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. CCDOV's records under this Agreement include but are not limited to supplier/subcontractor invoices and contracts, project documents, meeting notes, e-mails and all other documentation generated during this Agreement.
- 10.2 Upon request from the City's custodian of public records, provide the City, at no cost, 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 for by law. All records kept electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- 10.3 Ensure that project records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, if CCDOV does not transfer the records to City following completion of the Agreement, for the time period specified in General Records Schedule GS1-SL for State and Local Government Agencies.
- 10.4 Upon completion of the Agreement, transfer, at no cost, to the City all public records in CCDOV's possession or keep and maintain public records required by the City to perform the service. If CCDOV transfers all public records to the City upon completion of the Agreement, CCDOV shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CCDOV keeps and maintains public records upon the completion of the Agreement, CCDOV shall meet all applicable requirements for retaining public records.
- 10.5 IF CCDOV HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CCDOV'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS Agreement, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CUSTODIAN OF PUBLIC RECORDS, 4970 CITY HALL BOULEVARD, NORTH PORT, FLORIDA 34286, (941) 429-7056 OR HOTLINE (941) 429-7270; E-MAIL: publicrecordsrequest@cityofnorthport.com.**

11. Miscellaneous

11.1

Authority to Execute Agreement. The signature by any person to this Agreement shall be deemed a personal warranty that the person has the full power and authority to bind any corporation, partnership, or any other business or governmental entity for which the person purports to act hereunder.

11.2

Binding Effect/Counterparts. By the signatures affixed hereto, the Parties intend to be bound by the terms and conditions hereof. This Agreement is binding upon and shall inure to the benefit of the Parties and their respective heirs, executors, administrators, successors and assigns. It may be signed in counterparts.

11.3

No Agency. Nothing contained herein shall be deemed or construed as creating the relationship of principal and agent, or of partnership or joint venture, between the Parties, it being understood and agreed that no provision contained herein, or any acts of the Parties shall be deemed to create any relationship between them other than that as detailed herein.

11.4

Complete Agreement. This Agreement incorporates and includes all prior negotiations, correspondence, agreements, or understandings between the parties, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. This Agreement supersedes all other agreements, whether oral or written, between the Parties with respect to the subject matter herein, and other than as contained herein no agreement, statement, or promise relating to the subject matter of this Agreement shall be binding upon the Parties.

11.5

Amendment. No amendment, change, or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement. Any amendments changing City's financial obligations under this Agreement shall require approval by the City Commission. The City Commission hereby authorizes the City Manager or City Manager's authorized designee to approve and execute all Agreement amendments on behalf of City that do not change City's financial obligations under this Agreement.

11.6

Governing Law and Venue. The laws of the State of Florida govern the rights, obligations, and remedies of the Parties under this Agreement. The exclusive venues for any legal or judicial proceedings in connection with the enforcement or interpretation of this Agreement are the Circuit Court of the Twelfth Judicial Circuit in and for Sarasota County, Florida and the United States District Court for the Middle District of Florida.

11.7

Severability. In the event any court shall hold any provision of this Agreement to be illegal, invalid, or unenforceable, the remaining provisions shall be valid and binding upon the Parties. One or

more waivers by either Party of any breach of any provision, term, condition or covenant shall not be construed as a waiver of a subsequent breach by the other Party.

11.8

Headings. The descriptive titles appearing in each respective paragraph are for convenience only and are not a part of this Agreement and do not affect its construction.

11.9

Assignment. CCDOV shall not assign this Agreement or any right or responsibility herein unless with the written consent of the City.

11.10

Non-Discrimination. The City of North Port, Florida does not discriminate on the basis of race, color, national origin, sex, age, disability, family, or religious status in administration of its programs, activities, or services. CCDOV shall not administer this Agreement in an unlawfully discriminatory manner, nor deny participation in or the benefits of same to any individual based on that individual's race, color, national origin, sex, age, disability, family or religious status, marital status, sexual orientation, gender identity or expression, or physical characteristic. Nothing in in this Agreement shall be deemed to affect the rights, privileges and immunities of CCDOV afforded by law or under the U.S. Constitution.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the latest date indicated below:

Catholic Charities Diocese of Venice, Inc.:

Signature: [Handwritten Signature]

Name: Eduardo Gloria

12/05/22

Title: CEO

Date: September 26, 2022

ACKNOWLEDGEMENT

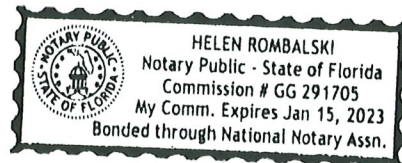
STATE OF FLORIDA

COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 05th day of December, 2022, by Eduardo Gloria as CEO for Catholic Charities Diocese of Venice, Inc.

[Handwritten Signature]
Notary Public

Personally Known Or Produced Identification
Type of Identification Produced _____



Approved by the City Commission of the City of North Port, Florida on _____, 2022.

City of North Port, Florida

A. Jerome Fletcher II, ICMA-CM,MPA
City Manager

ATTEST

Heather Faust, MMC
City Clerk

APPROVED AS TO FORM AND CORRECTNESS

Amber L. Slayton, B.C.S.
City Attorney