



COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REQUEST FORM

The Board of County Commissioners meets the 1st and 3rd Thursday of each month in the Columbia County School Board Administrative Complex Auditorium, 372 West Duval Street, Lake City, Florida 32055. The first meeting of every month is at 9:30AM while the second meeting of every month takes place at 5:30PM. All agenda items are due in the Board's office one week prior to the meeting date.

Today's Date: 5/5/2023 Meeting Date: 6/1/2023

Name: Ellen Snyder Department: BCC Administration

Approved By:

A handwritten signature in blue ink, appearing to be "Ellen Snyder", is written over a light blue horizontal line.

1. Nature and purpose of agenda item:

Memorandum of Understanding for Second Harvest of the Big Bend to provide support to Columbia County during states of emergency as declared by the Columbia County Emergency Manager. Second Harvest of the Big Bend works with our local food bank.

2. Recommended Motion/Action:

Approve Memorandum of Understanding with Second Harvest of the Big Bend

3. Fiscal impact on current budget.

This item has no effect on the current budget.

“Exhibit A”
Memorandum of Understanding
Between
Columbia County, a Political Subdivision of the State of Florida
and
Second Harvest of The Big Bend

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 **Columbia County, a political subdivision of the State of Florida, through its Emergency Management Division (“the County” or “Columbia County Government”)**, and **Second Harvest of the big Bend**.

II. Statement of Basic Responsibilities:

- A. **Columbia County Government**, through its Emergency Management Division, provides coordination of emergency services with **Columbia County**, including incorporated areas. This includes the selection and utilization of various resources and organizations capable of rendering assistance. Under Chapter 252, Florida Statutes, **Columbia County Government**, 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 **Columbia County** authorities. In addition, **Columbia County Government** 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 **Columbia County Government** 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 **Second Harvest of The Big Bend Food Bank** wishes to assist in rendering the most efficient service with a minimum of duplication to the citizens and guests of **Columbia County**.

III: Coordination of Effort: Cooperation and coordination between **Columbia County Government**, through its Emergency Management Division, and **Second Harvest of the Big Bend**, 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. **Second Harvest of The Big Bend** works on a voluntary basis and will make a continuing effort to acquaint its members of this Memorandum of Understanding to assist **Columbia County Government** in carrying out mutual responsibilities for disaster relief.

IV: Responsibilities:

A. **Columbia County Emergency Management Division** will make efforts to achieve the following:

1. Notify **Second Harvest of The Big Bend** 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 **Second Harvest of The Big Bend**; and
3. Schedule periodic meetings and/or exercises to familiarize members of disaster preparedness or recovery initiatives; and
4. Utilize, when and as appropriate, the services of **Second Harvest of The Big Bend** for disaster relief and recovery projects; and
5. **Columbia 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 **Columbia County's** Sovereign Immunity limits.

B. **Second Harvest of The Big Bend** will make efforts to:

1. Provide facilities and/or staff to **Columbia 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 Voluntary Agencies Working Group; and
4. Participate in exercises, drills, planning sessions, webinars and conference calls developed by the Emergency Management Division; and
5. Provide the 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 **Columbia County** 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 **Second Harvest of The Big Bend** 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 **Columbia County**, through its Emergency Management Division, and **Second Harvest of The Big Bend**, 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 the other party with notice of its intent to terminate with 30 days written notice. 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.

AS TO COUNTY:

ATTEST:

BOARD OF COUNTY COMMISSIONERS
COLUMBIA COUNTY, FLORIDA

By: _____
James M. Swisher Jr. Clerk of Court

By: _____
Rocky D. Ford, Chairman

Approved as to form and legality:

Joel Foreman, County Attorney

AS TO Second Harvest of The Big Bend:

WITNESSES:

Print Name: _____

Print Name: _____

Second Harvest of The Big Bend:

By: _____

Print Name: _____

Title: _____

Date: _____