

MEMORANDUM OF AGREEMENT BETWEEN

Community Services of Indian River County, a political subdivision of the State of Florida

AND

State of Florida, Department of Health, Indian River County Health Department

- I. **THIS AGREEMENT** is entered into between ***State of Florida, Department of Health, Indian River County Health Department***

hereinafter referred to as the "Department", and **Indian River County, a political subdivision of the State of Florida**

hereinafter referred to as "County", for the purpose of providing food pantry.

- II. **THE PARTIES AGREE** that the persons requesting these services are residents of Indian River County.

- III. The Department Agrees:

- A. To provide facility access to the site location.
- B. Provide a secure, clean location site at the proper temperature.
- C. Shelving to store goods six (6) inches from floor, ten (10) inches from ceiling, two (2) inches from the wall and shelving with sealed finish.
- D. Provide status reports on a regular basis to the County

- IV. The County Agrees:

- A. Ensure the program activities of the partnership are in compliance with Treasure Coast Food Bank regulations.
- B. Actively market the Food Pantry
- C. Remit payment for invoices for pantry inventory purchases

- V. The Parties Mutually Agree:

- A. This agreement shall begin **on the date of the second signature below** and continue through June 30, 2027
- B. This Memorandum of Agreement may be terminated without cause by either party upon thirty (30) days written notice sent either by certified mail with proof of delivery or by hand delivering with proof of delivery.
- C. Contact for the Department shall be Miranda Swanson, Administrator mailing address: 1900 27th Street, Vero Beach, FL 32960
- D. Contact for the County shall be Cindy Emerson, Community Services Department Director, mailing address: 1801 27th Street, Vero Beach, FL 32960

- E. Insurance – the County shall maintain adequate liability insurance coverage to cover the performance of its responsibilities under this agreement. The County shall hold such liability insurance at all times during the existence of this agreement. The County accepts full responsibility for identifying and determining the type and extent of liability insurance coverage. The department, a state agency or subdivision, is self-insured through the State of Florida Risk Management Trust Fund established pursuant to section 284.30, Florida Statutes, and administered by the State of Florida Department of Financial Services. The department certifies that it maintains and agrees to continue to maintain during the term of this agreement, general and professional liability protection coverage through the Risk Management Trust Fund, and that this protection extends to the Department of Health, its officers, employees and agents, and covers statutory liability exposure to the limitations described in section 768.28, Florida Statutes. The department will convey a copy of its current Certificate of Coverage upon request. Nothing herein shall be construed as consent by a state agency or subdivision to be sued by third parties or as waiver of sovereign immunity.
- F. Indemnification –Department and the County agree that each party shall be responsible for the liabilities of their respective agents, servants and employees, to the extent legally permissible to either party. As Department is an instrumentality of the State, Department has the statutory protection of sovereign immunity as described in Section 768.28, F.S. County is also subject to sovereign immunity as described in Section 768.28, F.S..Nothing herein is intended to serve as a waiver of sovereign immunity by any party to whom sovereign immunity may be applicable. The exclusive remedy for injury or damage resulting from such acts or omissions of County's or Department's agents, servants and employees is an action against the State of Florida. Nothing herein shall be construed to be consent to be sued by any third party. .
- G. Confidentiality – The parties shall maintain confidentiality of all protected health information, including client records related to the services provided pursuant to this agreement, in compliance with all applicable state and federal laws, rules and regulations. The parties agree to comply with the Health Insurance Portability and Accountability Act (HIPAA) and any current and future regulations promulgated thereunder, including 45 C.F.R. Parts 160, 162 and 164. The parties agree that policies related to the use and disclosure of protected health information shall be consistent with all controlling state and federal laws, rules and regulations, and be made available to the U.S. Department of Health and Human Services as required to discern compliance with federal privacy regulations.
- H. Independent Contractor – The parties are independent of each other. No relationship of employer/employee, principal/agent, or other association shall be created by this agreement between the parties or their directors, officers, agents or employees. The parties agree that they will never act or represent that they are acting as an agent of the other or incur any obligations on the part of the other party.
- I. It is understood by the parties the Florida Department of Health in Indian River County is a state agency subject to all provisions within Chapter 119, Florida Statutes. Article I, Section 24, Florida Constitution, guarantees every person access to all public records, and Chapter 119, Florida Statutes, provides a broad definition of public record. As such, all contracts entered into by the Florida Department of Health in Indian River County and related materials are public records unless the information mentioned therein is protected under Section 381.83, F.S. or under any other provision of Florida law. This agreement shall always be construed in a way that complies with Chapter 119, Florida Statutes and all other Florida laws.

- J. Complete Agreement - The terms and conditions set forth in this agreement constitutes all of the terms and conditions to which the parties have agreed, and no other terms or conditions shall be valid or binding on either party, unless reduced to writing, executed by both parties, and attached to this data use agreement as an amendment.
- K. Choice of Law and Venue - This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. With respect to any action arising out of this Agreement, the parties accept the exclusive jurisdiction of the state courts in Florida and agree that venue shall lie exclusively in Indian River County, Florida."
- L. Amendments - No modifications or amendment to the conditions contained herein shall be effective unless contained in a written document and executed by each party hereto.
- M. Waiver of Breach - The failure on the part of either party to enforce any material provision of this Agreement on any single occasion shall not constitute a waiver of the right to enforce any and all material provisions of this Agreement.
- N. Cooperation with the Inspector General - The parties acknowledge and understand that they have a duty to and will cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing, pursuant to Section 20.055 (5), Florida Statutes.

VI. **IN WITNESS THEREOF**, the parties hereto have caused this 4-page agreement to be executed by their undersigned official as duly authorized.

INDIAN RIVER COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

Florida Department of Health in Indian River County

By: _____

Joseph E. Flescher, Chairman

Signed by: _____

Print Name: Miranda Swanson, MHP

Title: Administrator

Date: _____

Attest: Ryan L. Butler, Clerk of Court and Comptroller

By: _____

Deputy Clerk

Approved:

John A. Titkanich, Jr.
County Administrator

Approved as to form and legal sufficiency:

Jennifer W. Shuler
County Attorney