

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the “MOU” or “Memorandum”), is entered into by and between The School District of DeSoto County located at 530 Lasolona Avenue, Arcadia, Florida 34266 (the “First Party”), and DeSoto County, a political subdivision of the State of Florida, located at 201 E Oak Street Suite 201, Arcadia, Florida 34266 (the “Second Party”). First Party and Second Party may be referred to individually as the “Party”, or collectively, the “Parties”.

### **1. MISSION**

The partnership has the following mission:

To safely reunify students with their parents/guardian in the event of a school crisis or emergency.

### **2. PURPOSE AND SCOPE**

The Parties intend for this Memorandum to provide the cornerstone and structure for any and all future contracts being considered by the Parties and which may be related to the partnership.

### **3. OBJECTIVES**

The Parties shall endeavor to work together to develop and establish policies and procedures that will provide for the use of the Turner Center and Annex Building (2250 NE Roan Street), hereinafter referred to as “Turner Center Complex”, in the event of a school emergency or crisis.

### **4. RESPONSIBILITIES**

Either Party may decide not to proceed with the partnership contemplated herein for any or no reason. A binding commitment with respect to the partnership described herein will result only from execution of definitive agreements, consistent with the conditions contained therein.

The following outlines the responsibilities of the respective Parties:

The School District of DeSoto County shall:

- A. Replenish any County materials or commodities used at the Turner Center complex during the reunification process.
- B. Provide all staffing necessary to carry out the mission without reliance on County staff or resources.
- C. Provide for the safety of personnel, students and parents while on the Turner Center complex.

Subject to the Terms of Understanding set forth in section 5 of this MOU, DeSoto County shall:

- A. Allow the use of the Turner Center and Annex Building for the intended purpose.
- B. Provide immediate access to the facilities when needed to carry out the intent of this MOU.
- C. Coordinate and cooperate with the school district to support its mission through Emergency Management activities and/or through other County staff or resources if such resources are available as determined solely by the County.
- D. Coordinate and cooperate with establishing an alternative location in the event the Turner Center property is not feasible based on occurrences identified in section 5.

**5. STATEMENT OF UNDERSTANDING**

The Turner Center complex is identified for use for a number of emergency related purposes and is in general, made available for rental to private parties or events which often book such events in significant advance. The parties understand that facility use is subject to availability. The County will make every reasonable effort to make the facility available; however, County emergency use will take precedence. The School Board understands that availability may be limited by the nature of the Turner Center complex.

**6. TERM OF MOU**

The term of this Memorandum shall be for a period of five (5) years from the Effective Date and maybe extended upon written mutual agreement of both Parties.

The Parties acknowledge and understand that they must be able to fulfill their responsibilities under this Memorandum and related documents in accordance with the provisions of the law and regulations that govern their activities. Nothing in the Memorandum is intended to negate or otherwise render ineffective any such provisions of the law or regulations.

If at any time either Party is unable to perform their duties or responsibilities under this Memorandum consistent with such Party's statutory and regulatory mandates, the affected Party shall immediately provide written notice to the other Party to establish a date for resolution of the matter or termination of this MOU.

**7. LEGAL COMPLIANCE**

The Parties acknowledge and understand that they must be able to fulfill their responsibilities under this Memorandum and related documents in accordance with the provisions of the law and regulations that govern their activities. Nothing in the

Memorandum is intended to negate or otherwise render ineffective any such provisions of the law or regulations.

If at any time either Party is unable to perform their duties or responsibilities under this Memorandum consistent with such Party's statutory and regulatory mandates, the affected Party shall immediately provide written notice to the other Party to establish a date for resolution of the matter or termination of this MOU.

**8. LIMITATION OF LIABILITY**

No rights or limitation of rights shall arise or be assumed between the Parties as a result of the terms of this Memorandum. This MOU is not a waiver or amendment of sovereign immunity rights available to both Parties under section 768.28, Florida Statutes.

**9. NOTICE**

Any notice or communication required or permitted under this Memorandum shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such address as one may have furnished to the other in writing.

**10. AUTHORIZATION AND EXECUTION**

The signing of this Memorandum does not constitute a formal, legally binding undertaking, and as such it simply intends that the signatories shall strive to reach, to the best of their abilities, the goals and objectives stated in this MOU.

This Agreement shall be signed by The School District of DeSoto County and DeSoto County and shall be effective as of the last date of execution shown below.

\_\_\_\_\_  
Dr. Bobby Bennett  
Superintendent SBDC  
530 Lasolona Avenue  
Arcadia, Florida 34266

\_\_\_\_\_  
(Date)

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Mandy J. Hines  
DeSoto County Administrator  
201 E Oak Street, Suite 201  
Arcadia, Florida 34266

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(Date)