

RESOLUTION NO. 2014- 83

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE A MEMORANDUM OF AGREEMENT TO COLLABORATE WITH PIE IN THE SKY COUNTRY STORE, INC. TO PROVIDE OFFICE SPACE FOR DISTRIBUTION OF FOOD AND OTHER SERVICES TO THE IMPOVERISHED AND UNDERSERVED RESIDENTS LIVING IN HASTINGS, FLORIDA.

RECITALS

WHEREAS, Pie in the Sky Country Store, Inc. ("Pie in the Sky") has requested a Memorandum of Agreement, attached hereto as Exhibit "A", incorporated by reference and made a part hereof, for office space located at 201 W Lattin Street, Hastings, Florida 32145; and

WHEREAS, Pie in the Sky Country Store, Inc. will use this space to provide food and other services to the indigent, the working poor, the impoverished and underserved residents living in Hastings, Florida; and

WHEREAS, Pie in the Sky Country Store, Inc. has requested the County to provide office space at 201 W Lattin Street, Hastings, Florida for the purpose of working collaboratively with the County to "fill the cracks" with services as needed for clients referred by the County and other organizations when those needs cannot be met through conventional channels.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of St. Johns County:

Section 1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as findings of fact.

Section 2. The Board of County Commissioners hereby approves the terms of the Memorandum of Agreement and authorizes the County Administrator, or designee, to execute said Memorandum of Agreement.

Section 3. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

Section 4. The Clerk of Court is instructed to file the Memorandum of Agreement in the Clerk's Office of St. Johns County, Florida

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 1st day of April, 2014.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: _____

J. H. Morris
John H. Morris, Chair

ATTEST: Cheryl Strickland, Clerk

By: _____

Sam Halterman



EXHIBIT "A" TO RESOLUTION

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (MOA) is dated this _____ day of _____, 2014, between and among **ST. JOHNS COUNTY, FLORIDA** ("County"), a political subdivision of the State of Florida, located at 500 San Sebastian View, St. Augustine, Florida 32084, and **PIE IN THE SKY COUNTRY STORE, INC.**, ("Pie in the Sky"), a Florida not-for-profit corporation, located at Post Office Box 1151, Hastings, Florida 32145.

RECITALS

WHEREAS, Pie in the Sky has a five year history of connecting people with resources and facilitating long term solutions to problems that affect the lives of the elderly, the indigent, the working poor, the historically underserved and the disenfranchised people of our community; and

WHEREAS, the County and Pie in the Sky have a common goal to provide programs and services to people who "fall through the cracks" in St. Johns County; and

WHEREAS, working together, the County and Pie in the Sky can continue to solve problems by collaborating with other agencies for the good of the community.

NOW THEREFORE, the County and Pie in the Sky agree as follows:

Section 1. Effect of Recitals.

The above Recitals are incorporated into the body of this MOA, and said Recitals are adopted as Findings of Fact.

Section 2. Purpose.

The purpose of this MOA is stated as follows:

- a. To provide office space at 201 W Lattin Street, Hastings, Florida 32145, for Pie in the Sky to work with the County and other agencies to help provide food and other services to the impoverished, indigent, working poor, and underserved residents living in Hastings, St. Johns County, Florida.

Section 3. Enclosures.

The following enclosures are attached, and incorporated, into this MOA:

- a. Pie in the Sky Information Sheet
- b. Pie in the Sky Newsletter

Section 4. Duration of MOA.

The initial term of this MOA shall be from April 1, 2014 to March 31, 2016. Upon the expiration of the initial term, this MOA may be renewed at the request of Pie in the Sky for an additional five (5) terms of one (1) year each on the same terms and conditions as contained herein. Any request for renewal of this MOA must be submitted to the County in writing no less than thirty (30) days prior to its expiration. Should the County wish to renew this MOA, it may do so by approving a renewal to the MOA.

Section 5. Severability.

If any word, phrase, sentence, part, subsection, section, or other portion of this MOA, or any application thereof, to any person, or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, subsection, section, or other portion, or the proscribed application thereof, shall be severable, and the remaining portions of this MOA, and all applications thereof, not having been declared void, unconstitutional, or invalid shall remain in full force, and effect.

Section 6. Governing Law and Venue.

This MOA shall be construed according to the laws of the State of Florida. Venue for any State administrative and/or legal action arising under this MOA shall be in St. Johns County, Florida. Venue for any Federal administrative and/or legal action arising under this MOA shall be in the closest district office for a Federal administrative action, or the United States District Court, Middle District of Florida, Jacksonville Division for a Federal legal action.

Section 7. Compliance with Local, State, and Federal Rules, Regulations and Laws.

The County and Pie in the Sky shall abide by, and comply with, all applicable laws, rules, regulations, orders, and policies, of the County, State, and Federal governments.

Section 8. Procedure for Achieving Assignment; Effect of Not Following Procedure.

In light of the scope and rationale for this MOA, neither the County nor Pie in the Sky may assign, transfer, and/or sell any of the rights noted in this MOA, without the express written approval of the other party. Should either the County or Pie in the Sky assign, transfer, or sell any of the rights noted in this MOA without such prior express written approval of the other party, then such action on the part of either the County or Pie in the Sky may result in the termination of this MOA at the discretion of the non-breaching/non-offending party. Termination shall become effective ten (10) days from the date the written notification is forwarded to the breaching/offending party.

Section 9. Amendments to this MOA.

The County and Pie in the Sky acknowledge that this MOA constitutes the complete agreement and understanding of the parties.

Further, the County and Pie in the Sky acknowledge that any change, amendment, modification, revision, or extension of this MOA (other than termination, as noted elsewhere in this MOA), shall be in writing, and shall be executed by duly authorized representatives of the County and Pie in the Sky.

Section 10. Responsibilities of the County.

Under this MOA, the County shall have the following responsibilities:

- a. Provide Pie in the Sky an office, telephone, and computer at 201 W Lattin Street, Hastings, Florida 32145.
- b. Permit access to the public internet service located at 201 W Lattin Street, Hastings, Florida; however, Pie in the Sky shall not have not access to the County's computer system.

Section 11. Responsibilities of Pie in the Sky.

Under this MOA, Pie in the Sky shall have the following responsibilities:

- a. Cooperate with the County to provide services as needed to clients referred by the County and other organizations when those needs cannot be met through conventional channels.

Section 12. Independent Contractor.

This Agreement shall not be construed to create any agency relationship, partnership, association, or joint venture between the County and Pie in the Sky. The parties expressly intend that with regard to the provisions of this Agreement said parties shall be independent contractors and no party hereto shall receive any other benefits besides those expressly provided for herein. Further, it is the express intent of the parties hereto that no agent, servant, contractor, or employee of one party be deemed an agent, servant, contractor, or employee of the other party. All personnel of Pie in the Sky rendering services pursuant to this Agreement shall be employees/agents of Pie in the Sky. Regardless of anything else contained in or implied from this Agreement, any employee of the County who may be performing the services herein described shall be under the exclusive control and direction of the County in connection with the performance of the services to be rendered herein, and in no way shall such employee be deemed an employee of Pie in the Sky.

Section 13. Termination.

This Agreement may be terminated without cause by any party providing at least sixty (60) days written notice to the other party of such notice of termination without cause. Such written notification shall indicate that the notifying party intends to terminate this MOA sixty (60) days from the date of notification (unless a date greater than sixty (60) days is specified).

This MOA may be terminated for cause by any party upon providing at least fifteen (15) days advance written notice to the other party of such notice of termination for cause. Such written notification shall indicate the exact cause for termination.

Termination for cause is available for one or more of the following reasons: 1) failure of Pie in the Sky to perform as required under Section 11; and 2) failure of County to perform as required under Section 10. Prior to termination for cause, the non-breaching party shall provide the breaching party written notice of the alleged cause for termination and shall provide at least thirty (30) days to cure the alleged breach.

Section 14. Access to Records.

The access to, disclosure, non-disclosure, or exemption of records, data, documents, correspondence, and/or materials associated with this MOA may be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State or Federal law. It is specifically understood that access to "*personally identifiable information*" as defined in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), is controlled by, and subject to the provisions of HIPAA, as well as other applicable state and/or federal law. To the extent that records are accessible, such access may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

Section 15. No Third Party Beneficiaries.

The County and Pie in the Sky explicitly agree, and this MOA explicitly states, that no third party beneficiary status or interest is conferred to, or inferred to, any other person or entity.

Section 16. Insurance.

To the extent permissible by law, Pie in the Sky agrees to indemnify, defend, and hold St. Johns County and its officers, agents, and employees harmless from any and all liability, damages, actions, claims, demands, expenses, judgments, fees and costs of whatever kind or character, arising from, by reason of, or in connection with the operations or use of the premises described herein. It is the intention of Pie in the Sky that St. Johns County and its officers, agents and employees shall not be liable or in any way responsible for injury, damage, liability, loss or expense resulting to any employee or third party while on or accessing the premises due to accidents, mishaps, misconduct, negligence or injuries either in person or property. Pie in the Sky expressly assumes full responsibility for any and all damages or injuries which may result to

any person or property by reason of or in connection with the use of the facilities pursuant to this agreement.

Pie in the Sky assumes responsibility for any and all claims for personal injury damages arising out of its use of the premises. St. Johns County shall not be liable for any loss, injury, death or damage to persons or property which at any time may be suffered or sustained by the Pie in the Sky or by any person whosoever may be using or occupying or visiting the leased facility, or be in, on or about the same, whether such loss, injury, death or damage shall be caused by or in any way result from or arise out of any act, omission or negligence of Pie in the Sky or of any occupant, subtenant, visitor or user of any portion of the facility. The indemnity provisions of this section shall survive the termination of this lease.

Pie in the Sky shall, at all times during the term of this lease, maintain in full force and effect a policy, or policies, of commercial general liability insurance. Coverage shall provide minimum limits of liability of \$1,000,000 per occurrence, \$2,000,000 aggregate, for bodily injury and property damage. The liability policy shall include a waiver of subrogation in favor of St. Johns County. Automobile liability insurance in the amount of \$300,000 combined single limit for bodily injury and property damage to protect the County from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles. St. Johns County shall be named as additional insured by policy endorsement and shall apply as primary and non-contributory.

Pie in the Sky shall maintain during the life of this Contract, adequate Workers' Compensation Insurance in at least such amounts as is required by the law for all of its employees.

All insurance policies required by this section shall be secured from and maintained with insurance companies qualified under the laws of the State of Florida to assume the risks undertaken. Prior to execution of this agreement, certificates of insurance including the additional insured will be provided to St. Johns County, 500 San Sebastian View, St. Augustine, FL 32084, and include a brief description of operations. St. Johns County will be given thirty (30) days notice prior to cancellation or modification of any this insurance.

In the event of unusual circumstances, the County Administrator or his designee may adjust these insurance requirements.

Section 17. Permits and Licenses.

To the extent that any party needs to secure, obtain/acquire, and maintain permits, licenses, approvals, and/or certificates, in order to discharge that party's responsibilities noted in this MOA, then that party, at that party's sole expense, shall be responsible for securing, obtaining/acquiring, and maintaining any, and all, permits, licenses, and/or approvals required by Federal, State, and/or County law, rule, regulation, or ordinance.

IN WITNESS WHEREOF, the parties have hereunto executed this MOA on the day and year written above.

**BOARD OF COUNTY COMMISSIONERS,
ST. JOHNS COUNTY, FLORIDA**

Michael Wanchick, County Administrator

PIE IN THE SKY COUNTRY STORE, INC.

Print Name: _____

Pie in the Sky

Growing Hope in Hastings

Malea Guiriba, Director

www.hastingspieinthesky.com

904-382-9939

EXHIBIT "A" TO MEMORANDUM OF AGREEMENT

Pie in the Sky is a grassroots non-profit serving the rural farm town of Hastings and its surrounding areas in the Southwest corner of St. Johns County. Our primary goal is to provide services where there are none. We exist as a payer of last resorts. When someone in need has gone everywhere else, doesn't meet the necessary requirements for more rigid programs or has a simple need that should be addressed immediately, that is Pie in the Sky steps in.

We network with other community organizations and social services to make sure there is no duplication of services as well as to stretch our capacity by involving anyone else who can assist in any given situation. Our philosophy is that no one person can do everything, but everyone can do something and when we pool our resources, we can make things happen.

In the past, through this system of collaboration, we have purchased bus tickets for folks to get back home; bought a set of dentures for a man so he could feel about himself and get a better job; built many, many wheelchair ramps for folks who would not qualify for assistance anywhere else; through our food pantry, we provided more than 1 million pounds of food to hungry families; for three years we have held a special party to celebrate the farmworkers in our community. Dozens of churches and organizations come together to treat more than 150 folks to a day of fun and food; each month we host a dinner for the community where more than 125 people come for a hot meal and to visit the St. Vincent's Mobile Health Van; we've paid to repair well pumps and car radiators; replaced tires on many bikes and a few cars; given gas cards to families who have family members in the hospital with no money to visit or seek treatment; arranged Christmas for families who were going through a medical crisis, financial crisis or just having a bad year; provide delivery of fresh produce weekly to 20 homebound senior citizens and the list goes on.

Working together with people, the community, civic organizations and others, Pie in the Sky has been successfully "filling in the cracks" for more than five years.



HASTINGS PIE IN THE SKY

Growing Hope in Hastings, Florida • www.hastingspieinthesky.com • 904.382.9939

So much more than pie...

Mission: To connect people with resources and facilitate long term solutions to problems that affect the lives of the elderly, the poor, the historically underserved and the disenfranchised people of Hastings, FL.

Food drive a huge success!

Drum roll please..... the winner of the September Food Drive is..... **Herbie Wiles Insurance!!** They collected more than 500 items — amazing! Right behind them The Center for Spiritual Living donated more than 300 and All Souls Unitarian Universalist Church in Palatka donated more than 200 items. Saltwater Properties also stepped it up a notch and purchased an entire van load of food. In all, nearly 2,000 items of basic food, soups, pastas, rice, peanut butter, veggies and more were donated by a generous and benevolent community. These foods will go a long way toward feeding those most in need in our community. It is because of each and every one of you who so generously gave even one item that these elderly and underserved folks will have enough food to get them through the next few months. Thank you, thank you, thank you all!



Peace in the Park

International Day of Peace was celebrated for the third time in Hastings — this year with a day of fun-filled activities culminating in the human peace sign. Visitors enjoyed facepainting, snow cones and compassion games as well as building and painting a compassionate community. Ribbons with individuals' ideas and wishes for peace written on them were attached to the peace pole and everyone had the opportunity to participate in a raffle of many beautiful, donated items. Entertainment was provided by Blue Lotus Belly Dancers and our ever loyal Lonesome Bert and the Skinny Lizards. Thank you to our head sponsor Island Doctors for donating both funds and their time to this event. Staff from Island Doctors were on hand to provide blood pressure and glucose testing.



Growing hope in a desert!

In our last newsletter, we told you of bigger and better plans being made. We're not there yet but plans are coming along.

In partnership with the University of Florida IFAS (Institute of Food and Agricultural Services), Pie in the Sky will focus on bringing fresh, more nutritious food to "food deserts" in our community. Food deserts have been identified by the USDA as census tracts with limited access to grocery stores. Many individuals and families not only reside a good distance from a grocery store but have limited or no transportation. Food deserts are simply defined as areas that lack access to affordable fruits, vegetables, whole grains, low-fat milk and other foods that make up the full range of a healthy diet (www.cdc.gov/features/fooddeserts). This is a big undertaking for Pie in the Sky and we look forward to unveiling our plan in the next couple of months!



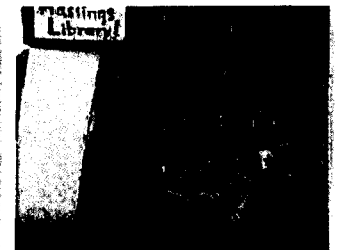
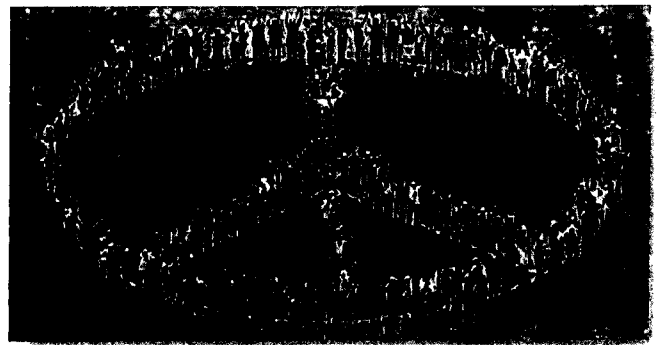
A team representing Peace & Unity, St. Augustine, Initiative for Compassion, St. Augustine, the SJC Library in Hastings and Pie in the Sky planned the event for months and are looking forward to next year.

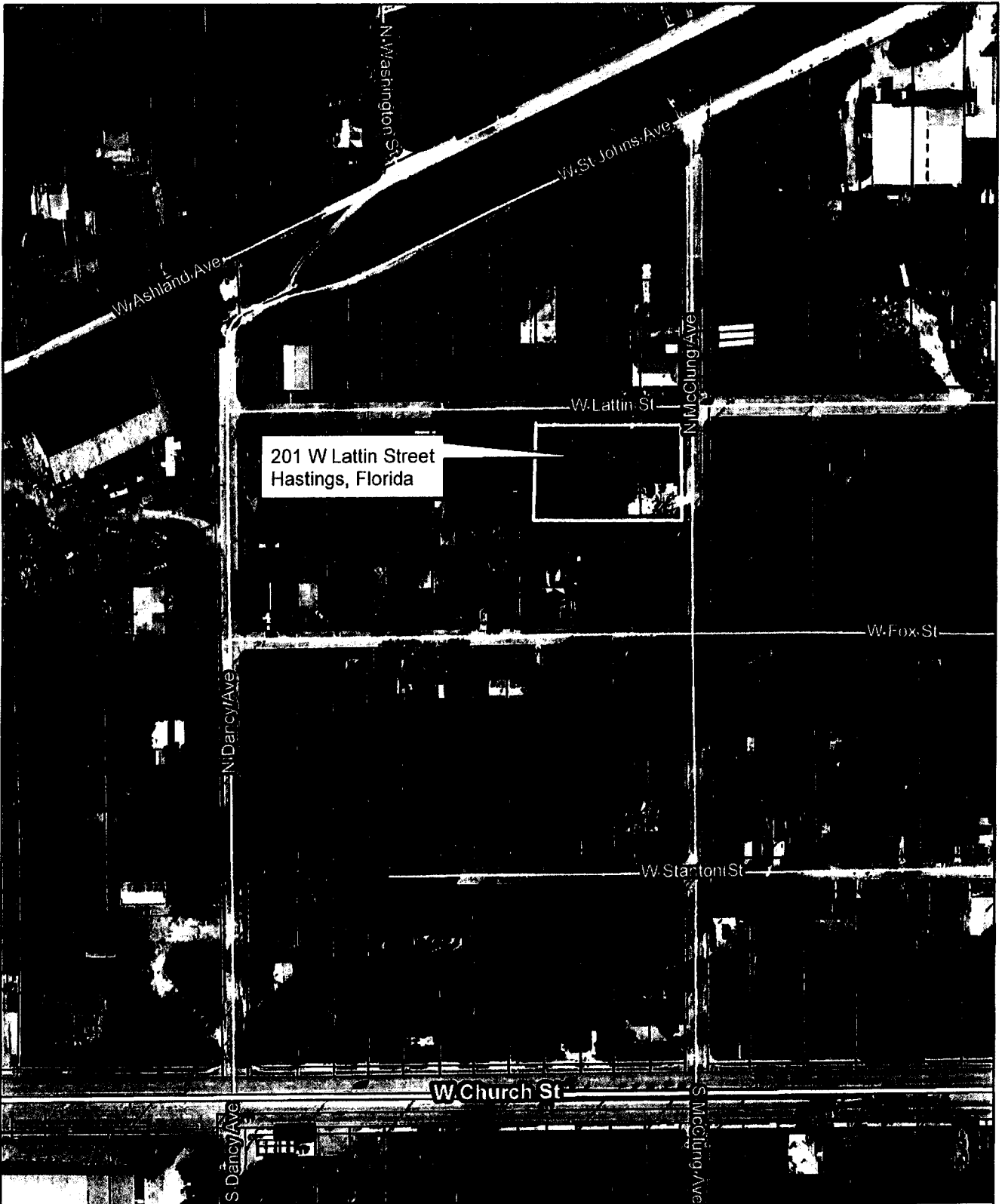
Brighten up your holidays!

Also through IFAS, Pie in the Sky is selling GORGEOUS wreaths and garlands made to order by Forest Groves Fernery in Crescent City, FL. These wreaths decorated the Bush White House! Deadline to order is November 21st for fresh delivery in early December.



Order details are available at hastingspieinthesky.com. \$5 from the sale of each item will be donated to Pie in the Sky.





201 W Lattin Street
Hastings, Florida



2013 Aerial Imagery
0 100 200
Feet
March 10, 2014

PIE IN THE SKY
*201 W Lattin Street
Hastings, Florida*

Land Management
Systems
Real Estate
Division
(904) 209-0764

Disclaimer:
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