

**MEMORANDUM OF UNDERSTANDING**  
**REFUGE OF LAST RESORT USE**

THIS MEMORANDUM OF UNDERSTANDING dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ is entered into by and between City of Key West (City), a political subdivision of the State of Florida, and \_\_\_\_\_(Owner), an owner of a “Refuge of Last Resort” facility provider in the City of Key West, Florida.

WHEREAS, the inhabited portion of Monroe City is composed primarily of a chain of islands connected by bridges and approximating one mile wide by 120 miles long; and

WHEREAS, there are a variety of reason, including but not limited to fear of being caught in a traffic jam which precludes successful evacuation, that residents may not evacuate in the event of hurricane or other pending disaster, and

WHEREAS, some facilities have been designated as Refuges of Last Resort; and

WHEREAS, Owner has volunteered to make available his Refuge of Last Resort in certain circumstances; and

WHEREAS, the parties desire to reach an understanding in the event that the need for Owner’s Refuge of Last Resort to be used for the welfare of the general public;

NOW THEREFORE, it is understood between the parties hereto that Owner will make available to the City during a hurricane emergency the property described as

\_\_\_\_\_ (Refuge), subject to the following conditions:

- 1) This memorandum of understanding will remain in place until either party gives a minimum of thirty (30) days written notice to the other of termination thereof.

- 2) The City will notify Owner in writing of those representatives authorized to request use of Refuge during a hurricane emergency, both before the hurricane when evacuation is required, during and after said event for such time as the City is in need of Refuge.
- 3) Owner shall keep the City's designated representative informed of contact information to insure that the City shall be able at all times between June 1 through November 30 of each year of this agreement be able to contact Owner or his authorized representative.
- 4) In the event of an approaching hurricane, when the National Hurricane Center advises possible landfall in South Florida within 3 days, the City shall notify Owner of expected need of Refuge for City use.
- 5) Owner hereby grants a license for such use by the City, of Refuge as is requested at the time of an emergency and in compliance with this memorandum of understanding.
- 6) Owner understands that a major disaster resulting from a hurricane in the City may prevent the release of refugees from the Refuge and that, therefore, the City may require the refuge for a period following the disastrous event.
- 7) Owner, having voluntarily licensed the City to use Refuge on an as-needed basis, shall be entitled to the protection of Florida Statute 252.51 which holds Owner harmless and free from liability for death or injury to any person on or about the Refuge premises during an actual, impending, mock or practice emergency, or for loss of, or damage to, the property solely by reason of the City's use of Refuge under the terms of this memorandum, unless the gross negligence or willful and wanton misconduct of Owner or his employees and agents shall be the proximate cause of such death, injury, loss or damage during the sheltering period.

IN WITNESS WHEREOF, the parties hereto enter into this understanding on date first stated above.

BY \_\_\_\_\_  
Owner of Refuge of Last Resort

By \_\_\_\_\_  
City Manager