

MARION COUNTY



SHERIFF'S OFFICE

**MEMORANDUM OF UNDERSTANDING
BETWEEN
MARION COUNTY DIVISION OF EMERGENCY MANAGEMENT
AND
CENTRAL CHRISTIAN CHURCH
FOR
RESPONSE TO ALL DISASTERS AND EMERGENCIES**

This Memorandum of Understanding ("MOU") is entered into by and between the Marion County Division of Emergency Management ("County") and Central Christian Church ("Church") (collectively, "the Parties") to establish the terms and conditions by which the County may utilize the Church's facilities/properties, as described below, to respond to all manner of emergencies and disasters (commonly referred to as an "all hazards approach" to emergency preparedness planning and response) for Marion County, Florida.

WHEREAS, pursuant to an agreement dated June 21, 1988, the Sheriff of Marion County accepted from the Board of County Commissioners of Marion County the duties of providing Emergency Management in Marion County, Florida;

WHEREAS, pursuant to that agreement, the Sheriff employs the Emergency Management Director of Marion County, who is responsible for the organization, administration, and operation of the emergency management of Marion County, and whose duties include coordinating emergency management activities, services, and programs within Marion County;

WHEREAS, in furtherance of the those duties, the Emergency Management Director has broad authority to ensure that Marion County is prepared to respond to and confront all manner of emergencies and disasters;

WHEREAS, it is necessary to ensure that sufficient locations throughout the County are available for use by Marion County Emergency Management in order to respond to and confront these emergencies and disasters;

WHEREAS, the Church located in Marion County, Florida, is situated and designed in such a way to be an ideal location for Post-Storm Host Sheltering Needs located at 3010 NE 14th Street Ocala, FL 34470;

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WHEREAS, the Church recognizes that by allowing Emergency Management the ability to use this location, it will work to benefit the citizens of Marion County by providing for a more effective response to all manner of emergencies and disasters;

Now, therefore, in consideration of the mutual covenants herein, the Parties agree as follows:

1. **Recitals Incorporated:** The recitals set forth above are incorporated into this Memorandum of Understanding as if set forth in full.

2. **Use of Properties:** The Church agrees to allow the County, including its employees, agents, and authorized affiliates to utilize its facilities/properties, located in Marion County as for Post-Storm Host Sheltering Needs site. The Post-Storm Host Sheltering Needs site will be operated by the County for the purpose of providing an effective response to any emergency or disaster, as those terms are defined in s. 252.34, Fla. Stat, that occurs in, affects, or that is anticipated to occur in or affect Marion County, Florida, as well as in providing an effective response to any other threat to the health, safety, and welfare of the citizens of Marion County as agreed upon by the parties. The manner in which the County will use the Property as Post-Storm Host Sheltering Needs will vary depending on the nature of the emergency or disaster to which the County is responding, but the County anticipates that the Post-Storm Host Sheltering Site will be used to coordinate the delivery of public safety, health, medical, and other life-safety and security services during an actual or anticipated emergency or disaster.

3. **Provision of Supplies:** The County will provide all necessary supplies to operate the Post-Storm Host Sheltering Needs Site if a significant emergency or disaster impacts Marion County.

4. **Notifications and Need For Use:** The County will notify the Church as soon as is practicable of the need to utilize the Post-Storm Host Sheltering Needs Site. The points of contact for the Parties related to this MOU are listed below and all notifications required to be made under this agreement shall be made to them, via certified mail, or via e-mail:

County:
Preston Bowlin
Emergency Management Director
jbowlin@marionso.com
(352) 369-8185

Central Christian Church:
Dan Kuhn
Executive Pastor
dan@c3ocala.com
(352) 622-1119 ext. 17

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5. **License for Use:** This MOU grants the County a revocable license to enter upon and use the Properties for the limited purposes described in this MOU. It does not give the County any property interest or easement in the Property.

6. **Liability Policy:** The County will provide the Church a certificate of insurance with a Commercial General Liability policy limit of \$1 million dollars.

7. **Operation of Emergency/Disaster Services Sites:** The County will have primary responsibility for the operation of the Post-Storm Host Sheltering Needs Site and will designate a Site Manager to coordinate and manage the related activities occurring at the Properties. The Church's Designee will coordinate with the County's Site Manager regarding the use of the Properties by the County. Prior to the County's active utilization of the Properties as Post-Storm Host Shelter, the County's Site Manager and the Church's Designee will conduct a joint inspection of the Properties to document any pre-existing damage or conditions. Additionally, the Site Manager and Church's Designee will document all equipment or areas the County will be prohibited from using. The County Site Manager will exercise reasonable care while using the Property and will make no modifications to the Properties without the express written approval of the Church. The County will reimburse the Church for any damages made to the Properties due to the County's use of the Properties.

8. **Custodial Services:** If such resources exist, the Church will make its custodial resources available to provide cleaning and sanitation services at the Properties. The Church will provide the County with an invoice, with documentation of reasonable costs incurred for cleaning and sanitation services directly related to the County's use of the Properties, for reimbursement. If these resources do not exist, the County will be responsible for ensuring the property is cleaned and sanitized, as needed, during the County's use of the property and upon the closing of the County's use of the property.

9. **Signage and Media:** The Church authorizes the posting of signs to identify the location of the Post-Storm Host Sheltering Needs Site in locations approved by the Church's Designee. These posted signs will be removed when the Post-Storm Host Sheltering Needs Site are closed. The Church will not issue press releases or other publicity concerning the Emergency/Disaster Services Site without the express written consent of Marion County Sheriff's Public Information Officer. The Church will refer all media questions about the Post-Storm Host Sheltering Needs Site to the County's Site

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Manager.

10. **Food Services and Kitchen Usage:** If such resources exist, the Church will make its food service resources available to provide food services at the Properties. The Church will provide the County with an invoice, with documentation of reasonable costs incurred for food services directly related to the County's use of the Properties, for reimbursement. If these resources do not exist, the County will provide, at its own Cost, any necessary food services for the Post-Storm Host Sheltering Site unless alternative arrangements are agreed to in writing between the County and the Church. The Church will authorize the use of the Properties' kitchen area(s), if applicable, for meal preparation.

11. **Public Safety and Law Enforcement:** If necessary to address any public safety issues, the County's Site Manager will coordinate the use of law enforcement at the Emergency/Disaster Services Site through the County's Emergency Operations Center.

12. **Cessation of Use and Vacating Property:** Each time the County utilizes the Church during an emergency, the County's Site Manager will notify the Church's Designee of the closing date of the Post-Storm Host Sheltering Site as soon as practicable under the circumstances. Before the County vacates the Properties, the County's Site Manager and Church's Designee will jointly conduct a post-occupancy survey to record any damage or conditions.

13. **Emergency Power:** The County will provide at their cost, the materials and labor to install a power transfer switch on the building designated by the number 400 on the Church campus, for the purpose of being able to provide continued shelter services to the community in the event of loss of power to the building. Should this MOU for whatever reason be terminated by either party during the first 5-year term of the agreement, the County may, at their discretion, have the power transfer switch removed at the County's cost to recover the switch itself and will leave the 400 building in a safe, operable condition.

14. **Reimbursement of Costs:** The County will reimburse the Church for any reasonable, actual, out-of-pocket operational costs that would not have been incurred but for the County's use of the Properties. The Church/Organization will submit any invoice or request for reimbursement, in writing to the County's Emergency Management Director, within thirty (30) days of the cessation of the use of the Properties. The request for reimbursement shall include an itemized list of costs in a form

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the County will provide the Church, as well as backup documentation outlining costs directly attributable to the County's use of the Properties. The County shall process any complete invoices or requests for reimbursement in compliance with the Florida Local Government Prompt Payment Act.

15. No Waiver of Sovereign Immunity: No part in this agreement is intended to, shall be construed to, or shall operate as a waiver of the sovereign immunity under the laws of the State of Florida including, but not limited to, s. 768.28, Fla. Stat., of the County, of William "Billy" Woods, as Sheriff of Marion County ("Sheriff"), or of the Church of Marion County, Florida.

16. Powers of Emergency Management Director and Sheriff: No provision of this agreement is intended to, shall be construed to, or shall operate as a waiver of any of the legal powers, authority, or duties of the Emergency Management Director or of the Sheriff.

17. No Third-Party Beneficiaries: There are no intended third party beneficiaries to this agreement, and nothing herein shall be construed to grant any person, firm, or other entity which is not a signatory to this agreement any rights, benefits, or privileges to rely on or demand performance of any provision of this agreement.

18. Termination of Agreement: This Agreement will remain in force for five (5) years from its effective date and shall be automatically renewed for five-year terms unless written notice of non-renewal is provided at least 90 days prior to the scheduled termination date. In addition, either party may terminate this Agreement by providing 120 days written notice to the other party, except that upon the declaration of a State of Emergency by the Governor of the State of Florida, or the declaration of a State of Local Emergency by the Marion County Board of County Commissioners or the Ocala City Council, termination may not occur during the declared State of Emergency or State of Local Emergency, unless agreed to by the parties.

19. Each Party Liable for Own Actions: Each of the parties to this agreement shall be fully responsible for the acts and omissions of their own agents or employees, the defense to any lawsuit filed against them, and for any judgment or settlement, to the extent permitted by law, and further, neither the County, the Church, nor the Sheriff will be liable for the acts, omissions, or negligence of the other party or the other party's agents or employees.

Billy Woods, Sheriff



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The duly authorized representatives of the Parties have executed this Memorandum of Understanding as of the date set forth below.

**CENTRAL CHRISTIAN CHURCH
MARION COUNTY, FLORIDA**

**MARION COUNTY DIVISION OF
EMERGENCY MANAGEMENT**

Evan Nave
Lead Pastor

7/18/24
Date

Preston Bowlin
Emergency Management Director

7-18-24
Date

Billy Woods, Sheriff