

**City of Milton – Santa Rosa County
Shelter Facility Agreement**

Santa Rosa County (County) is a Florida County Government charged with emergency management responsibilities, including "Providing evacuation shelter facilities during a state or local emergency or disaster." The City of Milton (City) is a local Florida Municipality that owns a facility known as the Milton Community Center (Facility), a multi-use recreational facility designed and constructed with the additional purpose of serving as an emergency shelter. This agreement is between the County and the City, so the County can use the Facility as an emergency shelter during a disaster.

Facility: Milton Community Center

Parties and Facility

Owner:

Legal name: City of Milton
24-Hour Point of Contact:
Name and title: John Norton, Parks & Recreation Director
Work phone: 850-983-5466 Cell phone/pager: 850-336-4329
Address for Legal Notices:
Randy Jorgenson, City Manager
City of Milton
PO Box 909
Milton, FL 32572

Operator:

Legal name: Santa Rosa County
24-Hour Point of Contact:
Name and title: Brad Baker, Public Safety Director
Work phone: 850-983-4610 Cell phone/pager: 850-393-9848
Address for Legal Notices:
Santa Rosa County
Emergency Management
4499 Pine Forest Rd.
Milton, FL 32583

Shelter Facility:

Milton Community Center
5629 Byrom Street
Milton, FL 32570

Terms and Conditions

1. Use of Facility: Upon request and if feasible, the City will permit the County to use the Facility on a temporary basis as an emergency public shelter.
2. Shelter Management: The County shall have full responsibility for the operation of the shelter and will designate a County official, the Shelter Manager, to manage all sheltering activities. The City will designate a Facility Coordinator to coordinate with the Shelter Manager regarding the use of the Facility by the County.
3. Condition of Facility: The Facility Coordinator and Shelter Manager (or designee) will jointly conduct a pre-occupancy survey of the Facility before it is turned over to the County. They will use the first page of the Facility/Shelter Opening/Closing Form to record any existing damage or conditions. The Facility Coordinator will identify and secure all equipment that the County should not use while sheltering in the Facility. The County will exercise reasonable care while using the Facility as a shelter and will make no modifications to the Facility without the express written approval of the City.
4. Food Services: Upon request by the County, the City will make the food service resources of the Facility, including supplies and equipment, available to feed the shelter occupants. The Shelter Manager will designate a Food Service Manager qualified in the operation of commercial cooking equipment to coordinate the provision of meals. The Food Service Manager will establish a feeding schedule, determine food service inventory and needs, and supervise meal planning and preparation. The Food Service Manager, Facility Coordinator and Shelter Manager will jointly conduct a pre-occupancy inventory of the food service supplies in the Facility before it is turned over to the County.
5. Custodial Services: The County will designate a Facility Custodian to coordinate the provision of cleaning and sanitation services, at the County's expense, to operate under the direction of and in cooperation with the Shelter Manager.
6. Security: In coordination with the Facility Coordinator; the Shelter Manager, as he or she deems necessary and appropriate, will coordinate with law enforcement regarding any public safety issues at the Shelter. The cost of any security needs beyond the availability of the Milton Police Department will be borne by the County.
7. Signage and Publicity: The County may post signs identifying the shelter as a County shelter in locations approved by the Facility Coordinator and will remove such signs when the shelter is closed. The City will not issue press releases or other publicity concerning the shelter without the express written consent of the Shelter Manager. The City will refer all media questions about the shelter to the Shelter Manager.
8. Closing the Shelter: The County will notify the City or Facility Coordinator of the closing date for the shelter. Before the County vacates the Facility, the Shelter Manager and Facility Coordinator will jointly conduct a post-occupancy inspection, using the second page of the Shelter/Facility Opening/Closing Inspection Form to record any damage or deficiencies. The Shelter Manager or Food Service Manager and Facility Coordinator will conduct a post-occupancy inventory of the supplies used during the shelter operation.
9. Reimbursement: The County will reimburse the City for the following:
 - a. *Damage to the Facility or other property of the City, reasonable wear and tear excepted, resulting from the shelter operations of the County. Reimbursement for facility damage will be based on replacement at actual cash value. The County will select from among bids from at least three reputable contractors. The County is not responsible for storm damage or other damage caused by the disaster.*

- b. Reasonable costs associated with Facility maintenance personnel which would not have been incurred but for the County's use of the Facility for sheltering. The County will reimburse at per-hour, straight-time rate for wages actually incurred but will not reimburse for (i) overtime or (ii) costs of salaried staff.
- c. Reasonable, actual, out-of-pocket operational costs, including the costs of the utilities indicated below, to the extent that such costs would not have been incurred but for the County's use of the Facility (both parties must initial all utilities to be reimbursed by the County):

	City initials	County initials
Water	_____	WDR
Gas	_____	WDR
Electricity	_____	WDR
Waste Disposal	_____	WDR

The City will submit any request for reimbursement to the County within 60 days after the shelter closes. Any request for reimbursement for supplies or operational costs must be accompanied by supporting invoices. Any request for reimbursement for personnel costs must be accompanied by a list of the personnel, with the dates and hours worked at the shelter.

10. Insurance: The County shall carry insurance coverage in the amounts of at least \$1,000,000 per occurrence for Commercial General Liability and Automobile Liability. The County shall also carry Workers' Compensation coverage with statutory limits for the jurisdiction within which the facility is located and \$1,000,000 in Employers' Liability.

11. Indemnification: The County shall defend, hold harmless, and indemnify the City against any legal liability, including reasonable attorney fees, in respect to bodily injury, death and property damage arising from the negligence of the County during the use of the Facility.

12. Term: The term of this agreement begins on the date of the last signature below and ends 30 days after written notice by either party.

Owner (City of Milton)

Operator (Santa Rosa County)

By (signature): _____

By (signature): Don Salter

Name (printed): _____

Name (printed): W.D. "Don" Salter

Title: _____

Title: Chairman

Date: _____

Date: Approved by BOCC 02/26/2020

Attested By: Donald C. Spencer
Donald C. Spencer, Clerk of Court

