

INTERLOCAL AGREEMENT
FOR
EMERGENCY SHELTERS
IN SUWANNEE COUNTY

THIS AGREEMENT made this 14 day of AUGUST, 2018, by and between the Suwannee County Board of County Commissioners, a political subdivision of the State of Florida, hereinafter referred to as the "County" and the Suwannee County School Board, a public agency of the State of Florida, hereinafter referred to as the "School Board".

WHEREAS, the County and School Board recognize their mutual obligations and responsibility for the sheltering of the citizens of Suwannee County during a state of declared local emergency, and

WHEREAS, it is mutually beneficial for the County and School Board to support efforts that facilitate communications and coordination; and

WHEREAS, the County and the School Board recognize the mutual benefits which will arise from the School Board providing facilities and staff to assist the County during a state of declared local emergency; and

WHEREAS, Section 252.38 (d), *Florida Statutes*, provides for the use of School Board facilities and necessary personnel to staff such facilities during declared emergencies; and

WHEREAS, Section 1013.372, *Florida Statutes*, requires the incorporation of Enhanced Public Shelter Design Criteria in new educational facilities to serve as public shelters for emergency management purposes; and

WHEREAS, Section 1013.372, *Florida Statutes*, provides exemption criteria from using the Enhanced Shelter Design Criteria; and

WHEREAS, Section 252.385, *Florida Statutes*, defines the State's intent to not have a deficit of safe public shelter space in any region of the State; and

WHEREAS, through this agreement the County and the School Board wish to maintain and enhance their cooperative and productive relationship to serve the citizens of Suwannee County; and

NOW, THEREFORE, by it mutually agreed between the Suwannee County School Board and the Board of County Commissioners of Suwannee County that the following requirements, criteria, standards and procedures shall be utilized in the preparing and coordinating the sheltering needs of the citizens of Suwannee County during a state of declared local emergency:

1. This Interlocal Agreement is entered into pursuant to the provisions of Sections 163.01, *Florida Statutes*, commonly known as the "Florida Interlocal Cooperation Act of 1969" (the Act), and all applicable portions of the Act are made a part hereof and incorporated herein as if set forth at length herein, including, but not limited to the following specific provisions:
 - (a) All of the privileges and immunities and limitations from liability, exemptions from laws, ordinance and rules, and all pensions and relief, disability, workers' compensations and other benefits which apply to the activity of officers, agents, or employees of the parties hereto when performing their respective functions within their respective territorial limits for their respective agencies, shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents or employees extra-territorially under the provisions of this Interlocal Agreement;
 - (b) This Interlocal Agreement does not and shall not be deemed to relieve any other parties hereto of any of their respective obligations or responsibilities imposed upon them by law except to the extent of the actual and timely performance of those obligations or responsibilities by one or more of the parties to the Interlocal Agreement, in which case performance provided hereunder may be offered in satisfactions of the obligation or responsibility;
2. If any provisions of the Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provisions shall not affect any of the remaining provisions of this Agreement, and this Agreement shall be enforced as if such invalid and unenforceable provision had not been contained herein.
3. Each party agrees that it will execute any and all documents or other instruments, and take such other action as is necessary to give effect to the terms and intent of this Agreement.
4. No waiver by either party of any term or condition of the Agreement will be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different sections, subsection, paragraph, subparagraph, clause, phrase, or other provision of the Agreement.
5. All School Board facilities, equipment, materials and personnel are authorized to assist the County for the duration of any state of declared local emergency.

6. Throughout the year the School Board shall work cooperatively with the County to enhance the sheltering operations.
 - a. The School Board will provide core shelter staff that will include administration, custodial, and food service personnel. In addition, district support teams from Information Services, Transportation, Maintenance and Custodial may be required.
7. In the event a state of local emergency is declared by the County:
 - a. The Suwannee County Director of Emergency Management or his designee shall notify the School Board Superintendent of the declaration of a state of local emergency.
 - b. The School Board shall, in a manner consistent with the County's Emergency Plan, render assistance to the County.
 - c. The Suwannee County Director of Emergency Management or his designee shall coordinate the activities and services included in the Emergency Plan, pursuant to Section 252.38, *Florida Statutes*.
 - d. Every attempt will be made to have a law enforcement or school safety officer present before opening a shelter. If one is not available a school administrator will be present before opening.
 - e. In order to support shelter operations, the School Board shall provide a liaison in the emergency operations center or a direct contact, during the time shelters in schools are open.
8. For the duration of such emergency, all School Board employees shall remain employees of the School Board for the purpose of maintaining medical and workers compensation insurance.

9. The County shall reimburse the School Board for reasonable and necessary actual costs incurred by the School Board for overtime wages, including mandatory benefits, paid to School Board employees while assisting the County during a state of local emergency declared pursuant to Section 252.38 (5), *Florida Statutes*. Reimbursement shall be made in a lump sum amount and shall be conditioned upon the School Board providing the County with the individual time records of said employees along with FEMA ICS – 214 Form for each person. In addition, the School Board agrees to provide the County with all necessary documentation in the School Board’s control or possession, to enable the County to be reimbursed from other sources. Failure of School Board to cooperate and provide documentation within applicable FEMA or other reimbursement deadlines waives School Board’s right to reimbursement.

10. The County shall reimburse the School Board for reasonable and necessary actual costs incurred by the School Board for all reimbursement eligible supplies and materials utilized for the operation of a shelter while assisting the County during a state of local emergency declared pursuant to Section 252.38(5), *Florida Statutes*. Reimbursement shall be made in a lump sum amount and shall be conditioned upon the School Board providing the County with itemized records of said costs. In addition, the School Board agrees to provide the County with all necessary documentation in the School Board’s control or possession, to enable the County to be reimbursed from other sources. Payment shall be made to the School within 30 days, or as soon as possible. Failure of School Board to cooperate and provide documentation within applicable FEMA or other reimbursement deadlines waives School Board’s right to reimbursement.

11. The School Board shall provide annual training for all staff members involved with shelter operations. Those staff members will include all primary and back-up staff members that could potentially be assigned to a shelter or involved with shelter operations. If requested by the District, the County shall assist with or take the lead in providing training to the District’s shelter operation teams. The School Board and the County agree that the County may deem it necessary, after the first twenty four (24) hours to supplement shelter staff with trained county employees, and/or CERT (Community Emergency Response Team) members allowing some School Board staff to be released from duty.

12. The County and the School Board agree that the County may designate one school specifically for Special Needs clients which will be staffed by the Suwannee County Department of Health.

13. This Agreement shall at all times be subordinate to the authority of the State Division of Emergency Management to make available any equipment, services, or facilities pursuant to Section 252.42, *Florida Statutes*, and to the plans of the Federal

Government and the State of Florida acting through the State Division of Emergency Management.

- 14. Each party shall have the right to seek the judicial enforcement and interpretation of this Agreement, and to avail itself of all remedies available to it arising at law or in equity for the breach of this Agreement. Remedies are mutually available and include damages and specific performance, as appropriate.
- 15. The term of this Interlocal Agreement shall be for a period of six months. After six months both parties will make a unified decision to make any agreed upon changes. If no changes then the term may be extended for an additional 1 year upon mutual agreement by the Board of County Commissioner and Suwannee County School Board. The agreement will automatically renew each year unless either party makes known needed changes.
- 16. Pursuant to Section 163.01 (11), *Florida Statutes*, this Agreement, executed by the parties hereto, shall be effective immediately upon filing with the Clerk of the Circuit Court of Suwannee County.

IN WITNESS WHEREOF, the parties hereto have executed this agreement by their duly authorized officials on the date set forth below.

ATTEST:

SUWANNEE COUNTY

By: _____

 *D.C.*

By: _____

[Signature]

BY _____
"Approved as to Form and Sufficiency"

ATTEST:

SUWANNEE COUNTY

By: _____

[Signature]
AUG 14 2018
Ted Roush, Superintendent
School District of Suwannee County

By: _____

[Signature]
AUG 14 2018
Jerry Taylor, Chairman
Suwannee County School Board

Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"