

**INTERLOCAL AGREEMENT
FOR
EMERGENCY SHELTERS
IN SANTA ROSA COUNTY**

THIS AGREEMENT made this ____ day of _____, 2018, ("effective date") by and between the Santa Rosa County Board of County Commissioners, a political subdivision of the State of Florida, hereinafter referred to as the "County" and the Santa Rosa County School Board, a public agency of the State of Florida, hereinafter referred to as the "School Board".

WHEREAS, the County and the School Board recognize their mutual obligations and responsibility for the sheltering of the citizens of Santa Rosa 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 communication 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 Santa Rosa County; and

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

1. This Interlocal Agreement is entered into pursuant to the provisions of Section 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' compensation 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 of the 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 this Interlocal Agreement, in which case performance provided hereunder may be offered in satisfaction 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 provision 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 this 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 section, subsection, paragraph, subparagraph, clause, phrase, or other provision of this 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, food service and school nursing 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 Santa Rosa County Director of Emergency Management shall notify the School Board's Designee of the declaration of a state of local emergency.
 - b. The School Board shall, in a manner consistent with the County's Emergency Preparedness Plan, render assistance to the County.
 - c. The Santa Rosa County Director of Emergency Management shall coordinate the activities and services included in the Emergency Preparedness Plan, pursuant to Section 252.38, Florida Statutes.
 - d. The Santa Rosa County Director of Emergency Management shall notify the School Board's Designee if the County needs School Board personnel to support shelter operations.
 - e. The School Board reserves the right to open other shelters at other schools, not to interfere with any mutually agreed upon shelters, at any time for its employees or other deemed necessary personnel. Other shelters opened by the School Board shall be operated at the sole expense of the School Board and will not be considered as a reimbursable shelter expense to the County.
 - f. In order to support shelter operations, the School Board shall provide a liaison in the emergency operations center during the time shelters in schools are open.
8. For the duration of such emergency, all School Board employees shall be considered employees of the School Board for the purpose of maintaining medical and workers compensation insurance.
 9. The County shall reimburse the School Board for actual costs to the School Board for hourly wages, 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 individual time records of said employees. 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. The County shall make fee payments in accordance with the Local Government Prompt Payment Act after correct documentation has been received.
 10. The County shall reimburse the School Board for actual costs to the School Board for all supplies, food 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. The County shall make fee payments in accordance with the Local Government Prompt Payment Act after correct documentation has been received.

11. The County may be requested to pay a utility fee to the School Board, based on the square footage costs and the square footage utilized for all electricity, water and sewer of the school shelter for the duration of an emergency. An invoice for the stated utility fees and all related back-up documentation shall be delivered to the Board of County Commissioners as soon as practicable. The County shall make fee payments in accordance with the Local Government Prompt Payment Act after correct documentation has been received.
12. New School Construction:
 - a. The School Board shall provide to the County by October 1st of each year the School Board's Five-Year Capital Projects Plan. Updates and or revisions to the Plan throughout the year are not typical but could occur. If updates and or revisions are approved by the School Board, said updated and or revised Plan will be immediately forwarded to the County.
 - b. The School Board's Capital Projects Plan shall identify all new schools planned within the Capital Projects Plan's timeframe by grade organization level and general location.
 - c. The County, upon receipt of the School Board's Capital Projects Plan, shall review each new school identified as to the need to include the Enhanced Shelter Standards. Upon concluding that review, but no later than sixty (60) days after receipt of the School Board's Capital Projects Plan, the County shall file with the School Board a written response to the review. The written response shall include consideration to waive or not to waive in accordance to Section 1013.372, Florida Statutes.
 - d. Should the County, upon its review, decide not to waive the requirement for Enhanced Shelter Standards, the County shall so state within its written response.
 - e. Should the County, upon its review, decide to waive the requirements for Enhanced Shelter Standards, the County shall so state within its written response. The County shall provide a separate written response for each new school it waives so that a copy may be attached to transmittal documents the School Board must send to the Department of Education.
 - f. The County may choose to waive the full enhancement requirements, but through mutual agreement with the School Board, provide certain enhancements to certain areas of the new or existing facilities that serve to provide protection to the public in the event the facility is utilized as a shelter. In this case, funding responsibilities will be split equally between the two agencies.

13. 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.
14. The County and the School Board agree that the County may designate up to two school facilities in the County to be Pet Friendly Shelters (PFS). The County agrees to operate the PFS facilities in accord with the PFS Plan.
15. 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.
16. Time is of the essence with respect to this Agreement and each of its terms and provisions.
17. 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.
18. The term of this Interlocal Agreement shall be for a period of ten (10) years. The term may be extended for an additional 5 years upon mutual agreement by the Board of County Commissioners and the School Board.
19. 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 Santa Rosa County.

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

SANTA ROSA COUNTY,
a political subdivision of the State of Florida

ATTEST:

By: _____
Donald C. Spencer, Clerk of Court

By: _____
Robert A. "Bob" Cole, Chairman

SANTA ROSA COUNTY SCHOOL BOARD,
a public agency of the State of Florida

WITNESSES:

Print Name: _____

By: _____
Its _____

Print Name: _____