

Board Meeting Agenda Item Executive Summary

Supt.'s Office Use Only

Board Meeting 6-2-09

Agenda Consent

Item No. H.9.

Board Meeting Date:	June 2, 2009
Submitted By:	Ed Gable, Executive Director of Facilities
Item Description:	Approval of Interlocal Agreement with The Board of County Commissioners for Emergency Management Shelters

Purpose and Explanation:

Florida Statutes require that local government agencies cooperate in order to have sufficient public emergency evacuation shelters.

The Interlocal Agreement provides for

- use of School Board Facilities as emergency shelters;
- training for School Board employees in shelter management;
- the County to furnish law enforcement, medical and communications personnel for the shelters;
- Pets not to be housed with evacuees;
- School buses and drivers to transport citizens; and
- Reimbursement of costs to the School Board.

The term of the Agreement is five (5) years. Either party may terminate the Agreement upon 180 days' notice to the other party.

RECOMMENDED ACTION: The Superintendent recommends that the Board approve the Interlocal Agreement, as presented.

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BUDGETARY IMPACT

Funding Source (Description):	Amount:
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Staff Attorney Review & Approval <i>(For Contracts Only)</i>	Date: _____ Initial: _____	ADDITIONAL INFORMATION Yes: _____ No: _____
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**INTERLOCAL AGREEMENT
BETWEEN
THE BOARD OF COUNTY COMMISSIONERS
OF ALACHUA COUNTY, FLORIDA
AND
THE SCHOOL BOARD OF ALACHUA COUNTY, FLORIDA**

This Agreement, made and entered into this _____ day of _____, 2009 (“Agreement”), by and between the **Board of County Commissioners of Alachua County, Florida**, a political subdivision of the State of Florida, whose address is 12 SE 1st Street, Gainesville, Florida, 32601, herein referred to as the “County” and **The School Board of Alachua County, Florida**, 620 East University Avenue, Gainesville, Florida 32601, herein referred to as the “School Board.”

WITNESSETH:

WHEREAS, it is the purpose and intent of the parties to enter into this Agreement formed in reliance upon, and under their respective powers, and under the authority of the Florida Interlocal Cooperation Act of 1969, as amended, section 163.01, Florida Statutes; and

WHEREAS, this Agreement is entered into with the public purpose of cooperating on a basis of mutual advantage to provide services and facilities that will accord best with the public health safety and welfare; and

WHEREAS, the **County** has developed an emergency management plan designed to serve the public before, during and after emergency situations; and

WHEREAS, the **County’s** Emergency Management Plan involves the use of **School Board** Facilities for emergency shelters and related uses; and

WHEREAS, the **School Board** has adopted a policy in its rules and procedures that **School Board** property may be used without charge upon approval of the School District Superintendent when the **County** has declared a disaster, or predicted a disaster may occur, and the notification to the **School Board** shall be through the Superintendent’s Office and the principal of the affected school; and

WHEREAS, the **County** and the **School Board** wish to cooperate with the other in times of emergency;

NOW, THEREFORE, the parties hereby agree to the following:

1. **Effect of Recitals.** The above Recitals are incorporated into the body of this Agreement, and said Recitals are adopted as Findings of Fact.

2. The **School Board** agrees that, it will permit, to the extent of its ability and upon request of the **County**, the use of its physical facilities listed on Attachment "A" as shelters and provide shelter management staffing of those shelters for the purposes of emergency management.

3. The **County** agrees that it shall provide shelter management training to **School Board** employees to operate shelters.

4. The **County** agrees that it shall exercise reasonable care in the conduct of its activities in such facilities. The County agrees to provide law enforcement, medical and communications personnel to the shelter whenever the shelter is open and as outlined in the Alachua County Comprehensive Emergency Management Plan.

5. The **County** and **School Board** agree that at all school-based shelter facilities, service animals shall be allowed to accompany their owners in accordance with the Americans with Disabilities Act. Non-service animals or pets shall not be housed with evacuees.

6. The **County** agrees to replace or reimburse the **School Board** for any foods, supplies, and transportation costs that may be used or damages incurred in the conduct of **County** emergency management activities in said **School Board** facilities in non-federally declared disasters.

7. For Presidential declared disasters, the **School Board** is an eligible applicant under the Federal Emergency Management Agency (FEMA) Public Assistance program and shall be responsible for submitting reimbursement costs for shelter management to include labor, equipment and material costs and contracts for sheltering and transportation costs.

8. If requested by the **County**, the **School Board** agrees to provide a limited number of buses and drivers, as reasonably agreed to in advance by the parties, to transport citizens from shelter to shelter.

9. The **County** agrees that it shall provide certificate of self-insurance in accordance with section 768.28, F.S. Each party shall be solely responsible for the negligent or wrongful acts of its employees and agents. Nothing contained herein shall constitute a waiver by either the **County** or the **School Board** of sovereign immunity or the provisions of §768.28, Florida Statutes.

10. The **County** and **School Board** staffs may implement specific policies, plans, and procedures consistent with this interlocal agreement to facilitate emergency preparedness throughout Alachua County.

11. This Agreement shall be effective upon its execution by both parties, and shall terminate on June 30, 2014. Either party may terminate the Agreement at any time upon 180 days' prior notice to the other party.

12. Any notices concerning the terms of this Agreement or its implementation shall be made in writing and served upon the parties by registered or certified mail and furnished to:

David Donnelly
Emergency Mgt. Chief
PO Box 2877
Gainesville, FL 32602-2877

with a copy mailed to:

J. K. "Buddy" Irby
Clerk of the Circuit Court
P.O. Box 939
Gainesville, FL 32602
Attn: Finance and Accounting]

School Board

Superintendent
School Board of Alachua County
620 East University Avenue
Gainesville, Florida 32601

With a copy to: Staff Attorney
School Board of Alachua County
620 East University Avenue
Gainesville, Florida 32601

13. **Severability.** If any word, phrase, sentence, part, subsection, section, or other portion of this Agreement, or any application thereof, to any person, or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, subsection, other portion, or the prescribed application thereof, shall be severable, and the remaining portions of this Agreement, and all applications thereof, not having been declared void, unconstitutional, or invalid shall remain in full force, and effect. In the event any provision of this Agreement is found unlawful or otherwise unenforceable, all other provisions shall remain in full force and effect unless the parties agree to the contrary in writing.

14. **Third Party Beneficiaries.** This Agreement does not create any relationship with, or any rights in favor of, any third party.

15. **Assignment of Interest.** Neither party will assign or transfer any interest in this Agreement without prior written consent of the other party.

16. **Governing Law and Venue.** This Agreement shall be construed according to the laws of the State of Florida. Venue for any administrative and/or legal action arising under this Agreement shall be in Alachua County, Florida.

17. **Procedure for Achieving Assignment; Effect of Not Following Procedure.** In light of the scope and rationale for this Agreement, neither the **County**, nor the **School Board** may assign, transfer, and/or sell any of the rights noted in this Agreement, or associated with this Agreement, without the express written approval of

the other party. Should either the **County**, or the **School Board**, assign, transfer, and/or sell any of the rights of this Agreement, without such prior written approval of the other party, then such action on the part of either the **County**, or the **School Board**, shall result in the automatic termination of this Agreement, without further notice or action required on the part of the other party.

18. Any failure or refusal of either party to enforce any term or condition hereto shall not be considered a waiver thereof, or any waiver of any right to enforce any term or condition in the future.

19. This Agreement contains the full and complete agreement of the parties hereto and no amendments to this Agreement shall be of any force or effect unless they are agreed to separately in writing.

IN WITNESS whereof, the parties have hereunto set their hands and executed this Agreement for the uses expressed herein the day and year first above written.

ALACHUA COUNTY, FLORIDA

SCHOOL BOARD OF ALACHUA COUNTY, FLORIDA

By: _____
Rodney J. Long, Chair
Board of County Commissioners

By: _____
Tina Pinkoson, Chairman

Date: _____

Date: _____

Attest: _____
J.K. "Buddy" Irby, Clerk

Attest: _____
W. Daniel Boyd, Jr.
Superintendent

Date: _____

Date: _____

(SEAL)

APPROVED AS TO FORM

APPROVED AS TO FORM

Alachua County Attorney's Office

Date: _____

Date: _____

ATTACHMENT A

SCHOOL-BASED EMERGENCY SHELTERS – revised 05/22/09

Westwood Middle School (EHPA)

Risk Capacity = 239 people
Food Service Building #18
3215 N. W. 15th Avenue
Gainesville, Florida 32605

Buchholz High School

Risk Capacity = 864
Classroom Building #8
5510 N. W. 27th Avenue
Gainesville, Florida 32606

Eastside High School

Risk Capacity = 1,048
Classroom Building #15
1201 S. E. 43rd Street
Gainesville, Florida 32641

Kanapaha Middle School

Risk Capacity = 1,000
Classroom Buildings #3 and #4
5005 S. W. 75th Street
Gainesville, Florida 32608

Oak View Middle School

Risk Capacity = 976
Classroom Buildings #3 and #4
1203 S. W. 250th Street
Newberry, Florida 32669

Talbot Elementary School

Risk Capacity = 276
Food Service Building #3
5701 N. W. 43rd Street
Gainesville, Florida 32653

Shell Elementary School

Risk Capacity = 231
Food Service Building #2
21633 S. E. 65th Avenue
Hawthorne, Florida 32640

High Springs Community School

Risk Capacity = 319
Classroom Building #5
1015 N. Main Street
High Springs, Florida 32643

Rawlings Elementary

Risk Capacity = 265
Food Service Building #4
3500 N. E. 15th Street
Gainesville, Florida 32609

Alachua Elementary School (EHPA)

Risk Capacity = 424
Classroom Building #6
13800 N. W. 152nd Place
Alachua, Florida 32615

Santa Fe High School (EHPA)

(scheduled completion Jan/2011)

Risk Capacity = 527
Classroom Building #34
16331 N. W. U. S. Hwy. 441
Alachua, Florida 32615

TOTAL SCHOOL-BASED SHELTER RISK CAPACITY = 6,169 people