

**INTERLOCAL AGREEMENT BETWEEN BOARD OF COUNTY COMMISSIONERS
AND SCHOOL BOARD FOR EMERGENCY SHELTERS
IN SUWANNEE COUNTY**

THIS AGREEMENT made this 28th of July, 2020, by and between the Board of County Commissioners, Suwannee County, Florida, 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 and custodial 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, be responsible for rendering shelter assistance to the County.

c. The Suwannee County School Board Superintendent or his designee shall be responsible for and coordinate the sheltering 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. The School Board Superintendent or his designee shall be the 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 School Board is hereby delegated the responsibility for seeking reimbursement for all reasonable and necessary costs incurred by the School Board during a state of local emergency declared pursuant to Section 252.38(S), *Florida Statutes* from whatever source, including but not limited to FEMA, and other Federal or State Agencies. Such reasonable and necessary expenses may include, but not be limited to, reasonable and necessary actual costs incurred by the School Board for overtime wages, including mandatory benefits, paid to School Board employees and reasonable and necessary actual costs incurred by the School Board for all reimbursement eligible supplies and materials utilized for the operation of a shelter(s). The County shall have no responsibility for reimbursement to School Board of any

reasonable and necessary expenses incurred by School Board during a state of local emergency declared pursuant to Section 252.38(S), *Florida Statutes*, including but not limited to, staffing, supplies and materials, in any amount above those reimbursed by other sources.

10. 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 upon the opening up of a shelter, trained county employees, and/or CERT (Community Emergency Response Team) members will be available with supplies.

11. 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. In addition, County and the School Board agree that no pets, except service animals, will be permitted in any sheltering facility.

12. 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.


13. 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.

14. The term of this Interlocal Agreement shall be from effective date to the end of the date coinciding with the end of the School Board fiscal year, June 30, of each year. At least 60 days prior to the end of each School Board fiscal year, both parties will consult to make a unified decision whether to make any agreed upon changes. If no changes are made, then the term may be extended for an additional one (1) year upon mutual agreement by the Board of County Commissioners and Suwannee County School Board. The agreement will automatically renew each year unless either party makes known needed changes.

15. 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.

BOARD OF COUNTY COMMISSIONERS
SUWANNEE COUNTY, FLORIDA

By: 
Len K. Stapleton, Chairman

Date: 08.03.20

Attest:

By: 
Barry Baker, Clerk

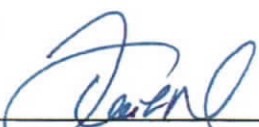



SUWANNEE COUNTY SCHOOL BOARD

By: 
Ed daSilva, Board Chairman

Date: JUL 28 2020

Attest:

By: 
Ted Roush, Superintendent

"Approved as to Form and Sufficiency
BY 
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"