

## **AN INTERLOCAL AGREEMENT**

### **BETWEEN THE INDIAN RIVER COUNTY BOARD OF COUNTY COMMISSIONERS AND THE SCHOOL BOARD OF INDIAN RIVER COUNTY CONCERNING USE OF FACILITIES AND PAYMENT OF SCHOOL EMPLOYEES WORKING AT PUBLIC SHELTERS BUILDINGS FOR DECLARED STATE AND LOCAL EMERGENCIES**

This Interlocal Agreement (the "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, (the "Effective Date") between the Indian River County Board of County Commissioners, (the "COUNTY") and the School Board of Indian River County (the "SCHOOL BOARD").

**WHEREAS**, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969," authorizes local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

**WHEREAS**, Part 1 of Chapter 163, Florida Statutes permits "public agencies" as defined in Section 163.01(3)(b), to enter into interlocal agreements with each other to exercise jointly any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

**WHEREAS**, the Florida Legislature has found that safeguarding the life and property of its citizens is an innate responsibility of the governing body of each political subdivision of the state; and

**WHEREAS**, pursuant to Section 252.38(l)(d), Florida Statutes, during a declared state or local emergency and upon the request of the director of a local emergency management agency, the School Board shall participate in emergency management by providing facilities and the necessary personnel to staff such facilities; and

**WHEREAS**, the COUNTY and the SCHOOL BOARD, together constituting the "Parties" to this Agreement, mutually desire that the SCHOOL BOARD make available certain school facilities for emergency shelters and the personnel to staff such shelters.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, it is agreed between the Parties as follows:

1. **Recitals**

The Parties agree that the foregoing recitals are true and correct and are incorporated herein by this reference.

2. **Purpose**

The SCHOOL BOARD agrees, that after meeting its responsibilities to pupils, it will permit upon request of COUNTY, the use of specific mutually agreed upon public school facilities set forth in Exhibit "A" (excluding the COUNTY Special Needs Shelter), attached hereto and made a part hereof, by COUNTY as emergency shelters in advance of a potential emergency and during and after an emergency. Use of the public school facilities as shelters shall be in accordance with all applicable laws, ordinances and SCHOOL BOARD policies, including but not limited to prohibitions against the possession and/or use of firearms, tobacco products and illegal drugs on SCHOOL BOARD-owned property. The SCHOOL BOARD shall have the absolute discretion to remove from a shelter any member of the public who violates any of the applicable laws, ordinances or SCHOOL BOARD policies.

The County will annually, before hurricane season, meet with School Board staff to discuss which of the designated shelters will **not** be available to serve as a general public shelter. The County shall coordinate with the School Board staff as to which school facilities are utilized and when such facilities shall be open and closed. During a localized Emergency Event, affecting only a portion of Indian River County, the County will utilize non-School Board buildings as shelter facilities whenever possible. The COUNTY will have the responsibility to determine when shelters will be closed after an emergency event.

3. **Staffing**

The SCHOOL BOARD agrees to operate, supervise and staff the shelters with SCHOOL BOARD personnel, including but not limited to: cafeteria staff, facilities' maintenance staff, custodians, and appropriate administrative staff as mutually acceptable to the COUNTY and SCHOOL BOARD. Disaster related roles and a staffing plan will be described for these staff members in a separate *Suggested Operating Procedures* document. The SCHOOL BOARD will be responsible for making sure personnel have any required or recommended Just-in- Time, American Red Cross training.

4. **Emergency Medical Services**

The County agrees to staff each activated shelter with a minimum of two Emergency Medical Technicians (EMTs) to provide emergency medical services within the facility should the need arise.

5. **Law Enforcement**

The COUNTY shall coordinate with the Indian River County Sheriff's Office to provide at least one law enforcement officer at each public shelter while the shelter is being utilized under this Agreement.

6. **Transportation**

The SCHOOL BOARD shall provide transportation assistance to the COUNTY, including the use of its vehicles and personnel, as deemed necessary by the COUNTY before and during an emergency event. In the event, the SCHOOL BOARD cannot provide enough drivers, the COUNTY may provide its own drivers, as long as such drivers have a CDL license or are drivers within the County's Fire Rescue Division.

7. **Reimbursement**

The COUNTY shall be responsible for reimbursing the SCHOOL BOARD for all reasonable and necessary costs and expenses incurred by the SCHOOL BOARD in providing the school facilities pursuant to the COUNTY's request in accordance with the Shelter Plan (referred to in Item 3. Staffing, above), except that SCHOOL BOARD employees' regularly scheduled salary will not be reimbursed and the COUNTY will not be responsible for reimbursing the SCHOOL BOARD for the administrative costs incurred by the SCHOOL BOARD. In the event a disaster has been declared, the COUNTY shall submit its claims for reimbursement directly through the Federal Emergency Management Agency (FEMA) Public Assistance (PA) Program. The COUNTY will submit project worksheets ("PW") to FEMA for approval of eligible project expenses. The SCHOOL BOARD shall provide any information requested by the COUNTY in support of completing the PW. The COUNTY will bear the risk that FEMA does not approve full reimbursement of expense or that a disaster is not declared.

The SCHOOL BOARD shall submit an invoice documenting all reasonable and necessary costs and expenses incurred by the SCHOOL BOARD in providing the school facilities pursuant to the COUNTY's request and in accordance with the Shelter Plan to COUNTY through its Office of Management and Budget. The COUNTY may require reasonable additional documentation of costs and expenses sufficient to document the expenditures per the COUNTY's Office of Management and Budget. Reimbursement requests will normally be paid within thirty (30) days following the COUNTY's receipt of the invoice(s), but in no event more than sixty (60) days, unless the COUNTY formally disputes in writing some or all of the costs and expenses as set forth herein. Notwithstanding the forgoing, the COUNTY shall reimburse all undisputed costs and expenses not later than sixty (60) days from receipt of the invoice. If the COUNTY disputes a cost or expense, the COUNTY shall within fifteen (15) days of receipt of the invoice, provide the SCHOOL BOARD with a written explanation of the basis of the dispute with regard to the disputed cost or expense and the parties shall attempt to resolve the dispute in accordance with the provisions of Chapter 164, Florida Statutes.

SCHOOL BOARD staff overtime costs, which includes straight time pay and time and one-half pay, will be reimbursed in accordance to the SCHOOL BOARD'S Policy 4410.01, Compensation for Declared Emergency, as amended from time to time. The COUNTY will not reimburse for the SCHOOL BOARD employees' regularly scheduled salary. The SCHOOL BOARD will submit an invoice to the COUNTY'S Office of Management and Budget with supporting documentation that will include employee name, job title, status (exempt, non-exempt, bargaining unit),

FT/PT, hourly rate, benefit rate breakdown, regular and overtime hours separately, copies of time sheets, and purpose of work.

**8. Liability**

By this Agreement, the SCHOOL BOARD recognizes that for the purposes stated, the SCHOOL BOARD is an active participant with COUNTY in this community service endeavor. Each are cognizant of the provisions of Chapter 252, Florida Statutes, pertaining to "Emergency Management," particularly Section 252.51, Florida Statutes, insulating both the SCHOOL BOARD and COUNTY from liability due to death of or injury to, any person on or about emergency shelter premises or for loss of, or damage to, the property of any such person unless the gross negligence or the willful and wanton misconduct of one of the Parties is the proximate cause of such death, injury, loss or damage occurring during such sheltering period.

In addition to the COUNTY's reimbursement of the SCHOOL BOARD costs and expenses set forth above, the COUNTY shall reimburse the SCHOOL BOARD for the actual cost to repair or replace SCHOOL BOARD-owned real and personal property that is lost or damaged as a result of the use of the school facility as an emergency shelter, unless such loss or damage is caused by SCHOOL BOARD employees and unless it was caused by the actual disaster (e.g., hurricane related property damage, etc.). The SCHOOL BOARD shall promptly notify the COUNTY of any such loss or damage and COUNTY shall reimburse the SCHOOL BOARD within sixty (60) days of the receipt of invoice. If the COUNTY disputes a cost of repair or replacement, the COUNTY shall within fifteen (15) days of receipt of the invoice, provide SCHOOL BOARD with a written explanation of the basis of the dispute with regard to the disputed repair or replacement and the parties shall attempt to resolve the dispute in accordance with the provisions of Chapter 164, Florida Statutes.

**9. Indemnification**

Subject to the provisions and only within the limitations of Section 768.28, Florida Statutes, and without waiving sovereign immunity, the Parties recognize their respective tort liability for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee acting within the scope of the employee's office or employment. It is expressly understood that this provision shall not be construed as; i) a waiver of any right, defense or immunity that the Parties have under Chapter 768.28, Florida Statutes, or any other statute, ii) an agreement by either Party hereto to indemnify the other; or iii) consent by either Party to be sued by third parties. Each Party covenants to maintain sufficient general liability and worker's compensation coverage, unless self-insured, regarding its respective liability, throughout the term of this Agreement.

**10. Insurance**

The Parties warrant that they are self-insured and agree to maintain general liability insurance as required by law. The Parties further agree to provide each other with a copy of said insurance certificates.

**11. Non-Discrimination**

The Parties shall not unlawfully discriminate against any individual on the basis of his or her race, age, religion, ancestry, color, ethnicity, gender, national origin, marital status, familial status, disability, sexual orientation, genetic information, or gender identity or expression with respect to any activity occurring or under this Agreement.

**12. Modifications**

This Agreement may be modified or amended only by mutual written consent of the Parties. Notwithstanding the foregoing, the Parties agree that Exhibit "A" may be amended or supplemented from time to time upon the mutual written agreement by the Superintendent and the Director of the COUNTY'S Emergency Management without formal amendment hereto.

**13. Relationship of the Parties**

The Parties hereto acknowledge that their relationship is that of independent contractors. No employee of either Party shall be deemed an employee of the other Party. Nothing contained herein shall be construed to create a partnership or joint venture between the Parties.

**14. No Third Party Beneficiaries**

This Agreement and the provisions hereof are for the exclusive benefit of the Parties hereto and their affiliates and not for the benefit of any third person, nor shall this Agreement be deemed to confer or have conferred any rights, express or implied, upon any other third person.

**15. Pre-Emergency Event Responsibilities**

The School Board will be responsible for performing an inventory and inspections of public shelters prior to an emergency event. Photographs shall be taken to document and strengthen post-disaster reimbursement claims.

**16. Post-Emergency Event Responsibilities**

The School Board will be responsible for identifying and reporting all of its disaster-related damage to the County as soon as possible for inclusion in the County's Public Assistance Damage Assessment for the purpose of determining Public Assistance eligibility. Utilizing the School Board's chosen vendor, the County will be responsible for reimbursing the School Board for cleaning the carpets at the school facilities that are utilized as public shelters. All other required cleaning will be performed by the School Board, the costs of which will be included in the invoice to the COUNTY for reimbursement.

**17. Execution, Term and Termination**

The term of this Agreement shall commence upon the Effective Date and shall remain in effect until March 31, 2022, or sooner if replaced by a substitute agreement or otherwise terminated in accordance to this paragraph. This Agreement may be terminated with or without cause by either party to the

Agreement by providing at least one hundred eighty (180) days prior written notice to the other party, but in no event shall this Agreement terminate during the period of June 1 through November 30 of each year ("Hurricane Season"), or during any COUNTY declared state of emergency. A notice of termination shall be held in abeyance until the conclusion of the Hurricane Season or a declared state of emergency.

18. **Notice**

Any notice, request, demand, consent, approval or other communication required or permitted by this Agreement shall be given or made in writing and shall be served, as elected by the party giving such notice, by any of the following methods: (1) Hand delivery to the other party; or (2) Delivery by commercial overnight courier service; or (3) Mailed by registered or certified mail (postage prepaid), return receipt requested at the addresses of the parties shown below:

Indian River County: County Administrator  
1801 27<sup>th</sup> Street, Building A  
Vero Beach, FL, 32960

School Board: The School Board of Indian River County  
Attn: Dr. Mark J. Rendell  
6500 57<sup>th</sup> Street  
Vero Beach, FL 32967

19. **Choice or Law and Venue**

The validity, interpretation, construction, and effect of this Agreement shall be in accordance with and governed by the laws of the State of Florida, only. The location for settlement of any and all claims, controversies, or disputes, arising out of or relating to any part of this Agreement, or any breach hereof, as well as any litigation between the parties, shall be Indian River County, Florida for claims brought in state court, and the Southern District of Florida for those claims justiciable in federal court.

20. **Prior Agreements**

This Agreement incorporates and includes all prior and contemporaneous negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms and conditions contained herein shall be effective unless contained in a written document signed by all parties. In addition, notwithstanding any other provision set forth herein, it is agreed that this Agreement shall not constitute a third party beneficiary contract and no third party, even if referenced or mentioned hereunder, shall have any rights or privileges hereunder

including, but not limited to, standing to enforce any term or condition of this Agreement or make any claim based on this Agreement.

21. **Construction/Interpretation of Agreement**

Each party has participated equally in the negotiation and drafting of this Agreement. In the event that an arbitration panel or court is required to interpret any provision of this agreement, the provision shall not be interpreted for or against either party upon the basis that such party was or was not the preparer of this Agreement.

22. **Severability**

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable for the remainder of this Agreement, then the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.





Exhibit "A"  
Indian River County Public Shelter List



Indian River County  
2018 PRIMARY SHELTER LIST



**South County:**

Indian River Academy  
500 20th Street SW  
Vero Beach, Florida 32962

Oslo Middle School  
480 20th Avenue SW  
Vero Beach, Florida 32962

Osceola Magnet School  
1110 18th Avenue S.W.  
Vero Beach, Florida 32962

**Central County:**

Gifford Middle School  
4530 28<sup>th</sup> Court  
Gifford, Florida 32967

Glendale Elementary School  
4940 8th Street  
Vero Beach, Florida 32960

V.B.H.S. Freshman Learning Center  
1507 19th Street  
Vero Beach, Florida 32960

Vero Beach Elementary School  
1770 12<sup>th</sup> Street  
Vero Beach, Florida 32960

**North County:**

Fellsmere Elementary School  
50 North Cypress Street  
Fellsmere, Florida 32948

Pelican Island Elementary School  
1355 Schumann Drive  
Sebastian, Florida 32958

Sebastian Elementary School  
400 County Road 512  
Sebastian, Florida 32958

Sebastian River Middle School  
9400 County Road 512  
Sebastian, Florida 32958

Sebastian River High School  
9001 90<sup>th</sup> Avenue  
Sebastian, Florida 32958

Storm Grove Middle School  
6400 57<sup>th</sup> Street  
Vero Beach, Florida 32967

**\*\*SPECIAL NEEDS SHELTER\*\***

Treasure Coast Elementary School  
8955 85<sup>th</sup> Street  
Sebastian, Florida 32958

***Pre-registration required:  
Call 772-226-3900 for information.***



**\*\*PET-FRIENDLY SHELTER**

Liberty Magnet School  
6850 81<sup>st</sup> Street  
Vero Beach, Florida 32967  
***Call 772-388-3331, Ext. 10  
for information***

