

**INTERLOCAL AGREEMENT
BETWEEN MARTIN COUNTY AND THE SCHOOL BOARD OF MARTIN COUNTY**

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2019 between Martin County, a political subdivision of the State of Florida, whose mailing address is 2401 SE Monterey Rd., Stuart, FL 34996, by and through its Board of County Commissioners ("County"), and the School Board of Martin County, created pursuant to the laws of Florida whose mailing address is 500 East Ocean Boulevard, Stuart, FL 34996 ("School Board").

WHEREAS, Sec. 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 to work together to provide services and facilities in a manner best suited to 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 Sec. 252.38(1)(d), Florida. Statute., during a declared state or local emergency and upon the request of the County's Emergency Management Director, the School Board shall participate in emergency management by providing and operating facilities and the necessary personnel to staff such facilities; and

WHEREAS, in furtherance of the County's Comprehensive Emergency Management Plan (CEMP), the County and the School Board wish to cooperate in the best interest of public safety by providing facilities, necessary personnel to staff such facilities, as well as supplies and transportation assistance for evacuations related to the provision of shelters in times of emergency; and

WHEREAS, the County and the School Board, (hereinafter "Parties") mutually agree that the School Board will provide certain school facilities for emergency shelters as well as the personnel to staff such shelters; and

WHEREAS, the Parties acknowledge that the Florida Division of Emergency Management (FDEM) and/or the Federal Emergency Management Agency (FEMA) may vary or otherwise change its requirements, regulations, processes, etc., for receiving reimbursement for sheltering costs/assistance on a regular basis (including retroactive

changes) and that the Parties will work together to address such changes in order to meet those requirements, to achieve that maximum benefit possible from FDEM, FEMA or other agencies; and

WHEREAS, in furtherance of the County's CEMP, the Parties recognize the mutual benefits that will arise as a result of the School Board and its personnel working with the County during a declared state of emergency or other events requiring emergency shelter.

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

1. PURPOSE

The purpose of this Agreement is to provide for cooperation and coordination between the Parties in carrying out the responsibilities to provide shelters to the people of Martin County in advance of potential emergencies as well as during and after emergencies as further set forth herein. Use of the public-school facilities shall be in accordance with all applicable laws, ordinances and School Board policies.

The Parties further agree that during a state of emergency, unforeseen situations or circumstances can occur which are not addressed by the Parties herein. In such circumstances, the School Board delegates authority to its Superintendent and the County delegates authority to its County Administrator to address such situations in keeping with the intent of this Interlocal Agreement and the County's CEMP.

2. LOCAL STATE OF EMERGENCY

If County declares a local state of emergency:

- A. The County's Emergency Management Director shall notify the Superintendent (or designee) of the declaration of a state of local emergency if there is the possibility of needing to utilize school facilities as shelters.
- B. The School Board shall, in a manner consistent with the CEMP, render assistance to the County.
- C. The Martin County Emergency Management Director shall coordinate activities and services included in the CEMP, pursuant to Sec. 252.38, Florida. Statute.
- D. No school shall be opened as a shelter prior to School District staff and a designated representative from the Martin County Sheriff's Department being present in the designated shelter.
- E. The School Board reserves the right to open other shelters at other schools, not to interfere with any mutually agreed upon shelters listed on the official designated shelter list or the terms of this Agreement, at any time. Other shelters opened by the

School Board shall be operated at the sole expense of the School Board, or costs covered through other contracts, and will not be considered as a reimbursable shelter expense to the County.

3. RESPONSIBILITIES OF THE COUNTY

- A. Survey the designated shelter sites and work with a School District Designee to identify specific locations to be utilized as the shelter facilities to meet the needs of the County.
- B. Develop, update, and review the Sheltering Support Plan (which is incorporated by reference as a part of the County's current Comprehensive Emergency Management Plan (CEMP). which outlines needed staffing to include School District employees to support shelter operations, feeding, and janitorial support, and identifies County staff who will be required to work at School District facilities to support operations.
- C. Determine the number, type of shelter, and which schools will need to be opened as shelters (from the list of schools available to which the Parties have agreed), determine the date and time for opening and closing each shelter, and have the primary responsibility for the Martin Activation Program which delegates operational responsibility of schools in use as shelters to the School District.
- D. Provide shelter worker and management training to School District employees for the operation of emergency shelters.
- E. Exercise reasonable care in the conduct of its activities in emergency shelter facilities.
- F. Provide space at the Emergency Operations Center (EOC) for a School District representative and any necessary support staff.
- G. Advise residents and visitors who may occupy shelters of the need to bring their own additional food needs (especially for special diets, allergies, etc.) with Emergency Support Function 14, Public Information, at the EOC who will take the lead to distribute information.
- H. If available, provide Martin County Fire Rescue and Martin County Radio Emergency Service/Radio Amateur Civil Emergency Service (ARES/RACES) personnel to emergency shelters upon request of the School Board as provided in the CEMP.
- I. In cooperation with the School Board, identify and designate a site location to serve as a "pet-friendly" shelter space during hurricanes and other natural disasters.
- J. Provide trained personnel and equipment to manage, operate, and maintain pets during shelter operations.

4. SCHOOL BOARD RESPONSIBILITIES

- A. Provide all necessary and requested assistance, including but not limited to, use of School Board facilities identified in the Comprehensive Emergency Management Plan (CEMP), when the County declares a state of local emergency, as authorized by Sec. 252.38, Florida. Statute.
- B. Provide shelter management by operating, supervising and staffing shelters with School District personnel, including, but not limited to cafeteria staff, custodians, and appropriate administrative staff as mutually acceptable to the Parties in accordance with the Sheltering Support Plan (Exhibit A) developed by the County.
- C. Provide a liaison for the Mass Care, (Emergency Support Function 6) in the EOC when the EOC is activated and while shelters are open to support shelter operations.
- D. Prior to opening and after closing a school as a shelter, complete a Building Inspection to determine non-storm related damages incurred during the sheltering operation and document appropriately.
- E. Prior to opening and after closing a school as a shelter, conduct inventories of food and supplies on-site to verify what was used during the sheltering operation and document appropriately.
- F. Prior to opening and after closing a school as a shelter, conduct an inventory of the shelter kit supplies to verify what was used during the sheltering operation and document appropriately. All supplies, including used registration forms, should be returned to the shelter kit and will be picked up and returned to the County.
- G. Identify and secure all equipment, furnishings, etc., that will not be utilized during the use of the facility as a shelter.
- H. Make available to the County necessary internet networks (and computers as needed) at school facilities to allow communications between the school facilities and EOC; and allow County staff reasonable access to office areas to assist in facilitation of shelter operations.
- I. Designate a Food Service Manager for each shelter facility to coordinate the provision of meals and make available the food resources of the school, including food, supplies, equipment and food service workers available to feed the shelter clients and staff.
- J. The Martin County School District will designate the use of a physical facility for the purpose of emergency pet sheltering. The Martin County School District will provide the Pet Shelter Guidelines which will be included in the County's Shelter Support Plan.

- K. If requested by the County, provide transportation including vehicles, fuel and personnel to transport shelter occupants, equipment and supplies as set forth in Sec. 252.38(1)(d), Florida. Statute.
- L. Coordinate with the County to determine timing and announcement of shelter closing and school reopening.

5. JOINT RESPONSIBILITIES

- A. Implement, to the fullest extent possible, the CEMP which states that Martin County shall continue programs to allocate responsibility and costs for supporting the use of schools as emergency shelters.
- B. Coordinate with Law Enforcement (Emergency Support Function 16), including the Martin County Sheriff and the City of Stuart Police to provide shelter security support and to address any public safety and security issues at the shelters.
- C. Coordinate public announcements of shelter opening and closing with the Superintendent or designee and Public Information (Emergency Support Function 14), at the EOC who will be the lead entity to distribute this information.
- D. Maintain a list of facilities which the Parties agree will be used as shelters which will be reviewed and amended, as needed, on a yearly basis prior to June 1. At schools identified to be used as special needs shelters, generators or generator hook-ups must be capable of supporting air conditioning in addition to other electrical needs for operation of the facility.

6. REIMBURSEMENT OF SCHOOL BOARD EXPENSES

- A. The County agrees to reimburse the School Board for all reasonable and necessary costs to the School District for Force Account hourly and overtime wages, including mandatory benefits, paid to School District employees while assisting the County with respect to shelter operations and transportation during a state of local emergency declared pursuant to Sec. 252.38, Florida. Statute. Provided however, School District employees' regularly scheduled salaries will not be reimbursed. Reimbursement shall be made in a lump sum amount and shall be conditioned upon the School District providing the County with supporting mutually agreed upon documentation using the Employee Daily Activity Record (EDAR), including employee name, job title, status (exempt, non-exempt, bargaining unit), whether the employee is full-time or part-time, hourly rate, benefit rate breakdown, regular and overtime hours, copies of timesheets, and description of work performed. The School Board agrees to provide the County with any other documentation necessary to enable the County to be reimbursed from other sources.

- B. The County agrees to reimburse the School Board for actual costs to the School Board for all supplies, food, materials, rental of equipment, contracted services, and equipment usage utilized for the operation of a shelter while assisting the County during a state of local emergency declared pursuant to Sec. 252.38, Florida Statutes. Reimbursement shall be made in a lump sum amount and shall be conditioned upon the School Board first providing the County with itemized records of said costs, including copies of invoices, credit card statements, rental agreements, and executed contracts. The School Board agrees to provide the County with all documentation necessary to enable the County to be reimbursed from other sources.
- C. The County agrees to reimburse the School Board for actual costs to the School Board for transportation costs including personnel, buses and fuel utilized for the operation of transporting people to and from a shelter during a state of local emergency declared pursuant to Sec. 252.38 (1)(d,e), Florida Statutes. The School Board shall provide the County with itemized records of said costs, including copies of bus logs, hourly rates, mileage, and fuel consumption, and any other documentation necessary to enable the County to seek reimbursement from other sources. Any personnel costs related to transportation will be reimbursed under Section 6A above.
- D. The County agrees to reimburse the School Board for actual costs to the School Board to hire cleaning vendors to sanitize their facilities following shelter operations to include pet shelter operations. The School Board shall provide invoice and proof of payment to vendors, and any other documentation necessary to enable the County to seek reimbursement from other sources.
- E. The County agrees to reimburse the School Board for actual costs to the School Board for repair or replacement of property owned by the School Board 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 District employees or is caused by the actual disaster (such as hurricane-related property damage). The School Board shall promptly notify the County of any such loss or damage and shall provide a written description of the damage, photographs, estimated costs, insurance adjustments received, and any other documentation necessary to enable the County to be reimbursed from other sources.
- F. Time is of the essence for the submittal of all documentation required under paragraph 6 of this Agreement. The School Board will submit an invoice to the County setting forth reimbursable costs during the declared event within ninety days (90) after closure of all school facilities as shelters. The School Board will not be reimbursed for any expenses that are not supported by documentation and if the documentation required by any agency for reimbursement to the County is not submitted by the School Board in a timely manner.

Reimbursement of costs pursuant to this Agreement shall be contingent upon the County's review of documentation submitted by the School Board and determination that the requested costs are eligible for reimbursement under the terms of this Agreement. Upon such review and determination, payments shall be made in accordance with the requirements of the Local Government Prompt Payment Act.

- G. Expenses incurred by the School Board in the course of emergency training exercises, including hourly wages and employee benefits, shall be the sole responsibility of the School Board and not subject to reimbursement by the County.

7. SCHOOL DISTRICT EMPLOYEES

All School District employees providing services pursuant to this Agreement shall be considered employees of the School District for the purpose of maintaining medical and worker's compensation insurance. School District employees shall not be considered agents or employees of the County for the purposes of this Agreement.

8. PLANNING

- A. The Parties agree to meet and confer regarding the preparation of emergency operations plans and procedures prior to June 1 of each year as necessary. The CEMP will be the primary planning document related to shelter operations and will include details for shelter operations and feeding plans. The Parties will work together to develop effective shelter management procedures and food service plans and procedures.
- B. The Parties agree to support annual training activities in recognition that training is essential to coordinating the staff and environment necessary to providing appropriate sheltering during emergencies to citizens needing such support. The County will coordinate and/or provide shelter management training for the School Board. The School Board agrees to make appropriate staff available to participate in and or assist in conducting at least one (1) sheltering exercise per year.

9. LIABILITY AND SOVEREIGN IMMUNITY

- A. 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.

B. 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, Fla. Stat., 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 and workers compensation insurance as required by law. The Parties further agree to provide each other with a copy of such insurance upon request.

All policies of insurance required to be carried by either party hereunder shall include a waiver by the insurer of all right of subrogation against the other party in connection with any loss or damage thereby insured against.

11. AUDIT

The School Board shall maintain adequate records to justify all charges, expenses and costs incurred in estimating and performing the work for at least five (5) years after completion or until such time as the deobligation period for FEMA funds has been exhausted, whichever occurs later. The County shall have access to such books, records, and documents for the purpose of inspection or audit during regular business hours at the School Board's Administration building.

12. INDEPENDENT CONTRACTORS

The Parties acknowledge that they are independent contractors to each other. 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.

13. WAIVER OR DELAY

No waiver or delay of any provision of this Agreement will be deemed a waiver of any other provision of this Agreement or a waiver of such provision at any other time.

14. ENTIRE AGREEMENT AND MODIFICATION

This Agreement constitutes the entire agreement between the County and the School Board concerning the purposes set forth herein. This Agreement may only be amended or supplemented by written Agreement duly executed by the Parties hereto.

15. NOTICES

All notices or demands are deemed to have been given or made when delivered in person or delivered by certified or registered mail, return receipt requested, postage prepaid, United States mail, and addressed to the respective Parties as follows:

To the County:

County Administrator
Martin County Administration Building
2401 SE Monterey Road
Stuart, FL 34996

With a copy to:

Martin County Emergency Management Director
Martin County Fire Rescue Department, Emergency Management
Agency
800 SE Monterey Road
Stuart, FL 34996

County Attorney
Martin County Administrative Building
2401 SE Monterey Rd.
Stuart, FL 34996

To the School Board:

School District Superintendent
Martin County School District
Instructional Center Bldg. 17
500 East Ocean Blvd.
Stuart, FL 34994

With a copy to:

Deputy Superintendent
Martin County School District
Instructional Center Bldg. 17
500 East Ocean Blvd.
Stuart, FL 34994

School District Attorney
Martin County School District
Instructional Center Bldg. 17
500 East Ocean Blvd.
Stuart, FL 34994

The designated official/employee and/or address to which a notice or demand is to be sent may be changed by given the changing party giving written notice to the other party.

16. DISPUTE RESOLUTION

Disputes under this Agreement may be resolved by the County's Authorized Representative and the School Board's Authorized Representative. If such Authorized Representatives are unable to reach a resolution and the Parties agree that the issue is sufficient merit, the Parties may select a mediator mutually acceptable to both Parties to conduct a mediation of the issues involved. The Parties agree to be responsible for their respective costs and fees incurred during the mediation and that the mediator's fees and costs shall be paid in equal amounts by each party.

17. GOVERNING LAW AND VENUE

This Agreement shall be governed, interpreted, and construed in accordance with the laws of the State of Florida. Venue for any legal action by a party to this Agreement to interpret, construe or enforce this Agreement shall be in a court of competent jurisdiction in and for Martin County, Florida.

18. WAIVER OF JURY TRIAL

EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY FOR ANY LITIGATION BASED HEREIN, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT.

19. SEVERABILITY

The invalidity or unenforceability of any provision of clause in this Agreement shall not affect the validity or enforceability of any other clause or provision.

20. CONSTRUCTION OF THE AGREEMENT

The Parties acknowledge and agree that they have fully reviewed this Agreement and had the opportunity to consult with legal counsel of their choice, and that this Agreement shall not be more strictly construed or interpreted against one party as opposed to the other party as if it were the drafter of the Agreement.

21. TERM AND TERMINATION

A. This Agreement shall be executed by the School Board first, followed by execution by the County. The term of this Agreement shall be five years from the effective date of the Agreement.

B. This Agreement may be terminated by either party for any reason upon giving one-year notice in writing to the other party; however, in no event will such termination become effective between June 1 and November 30 of a calendar year. The Parties agree, that in the event of termination, the School Board is still required to continue to provide the assistance to the County as required by Sec. 252.38(d), Florida Statutes, and other applicable law. A notice of termination shall be held in abeyance until the conclusion of the Hurricane Season or a declared state of emergency.

22. FILING

Pursuant to Sec. 163.01(11), Florida Statutes, this Agreement shall take effect after it has been properly approved and signed by both the County and the School Board, and upon being filed with the Clerk of the Court of Martin County.

23. 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.

24. PUBLIC RECORDS

The County and School Board shall comply with Florida's public records laws, and specifically agree to: 1) keep and maintain public records that ordinarily and necessarily would be required in accordance with the applicable records retention schedule, 2) provide the public with access to public records at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat., and 3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by laws.

25. ENTIRE AGREEMENT

This Agreement incorporates and includes all prior 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 in this document.

Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

26. FORCE MAJEURE

No party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of any party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of any party be deemed Force Majeure.

27. SURVIVAL

Provisions contained in this Agreement that, by their sense and context, are intended to survive the expiration or termination of this Agreement, shall so survive.

IN WITNESS WHEREOF, the County and School Board have caused this Agreement to be signed in their names by their respective duly authorized officers and their official seals to be affixed on the dates as indicated below.

SCHOOL BOARD OF MARTIN COUNTY



LAURIE GAYLORD
SUPERINTENDENT OF SCHOOLS

APPROVED AS TO FORM & LEGAL SUFFICIENCY:



SCHOOL BOARD ATTORNEY

ATTEST:

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

CAROLYN TIMMANN, CLERK OF THE
CIRCUIT COURT AND COMPTROLLER

EDWARD V. CIAMPI, CHAIRMAN

APPROVED AS TO FORM & LEGAL SUFFICIENCY:

KRISTA A. STOREY, ACTING COUNTY ATTORNEY