

**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 23 day of June, 2015 (“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 provides 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 remain in effect until June 30, 2025. 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 Management Director
PO Box 5038
Gainesville, FL 32627-5038

with a copy mailed to:

J. K. Irby
Clerk of the Circuit Court
Attn: Finance and Accounting
12 SE 1st Street
Gainesville, FL 32601

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 constitutes the entire Agreement and supersedes all prior written or oral agreements, understandings, or representations. No amendments to this Agreement shall be of any force unless agreed to by the parties 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: Charles S. Chestnut, IV
Charles S. Chestnut, IV, Chair
Board of County Commissioners

By: Leanetta McNealy
Leanetta McNealy, Ph.D., Chair

Date: 6/23/15

Date: 06/02/2015

Attest: J.K. Ifby
J.K. Ifby, Clerk

Attest: Owen A. Roberts
Owen A. Roberts, Ph.D.
Superintendent

Date: _____

Date: 06/02/2015

(SEAL)

APPROVED AS TO FORM

APPROVED AS TO FORM

Robert L. Smith
Alachua County Attorney's Office
Date: _____

B. Brown
School Board Alachua County Attorney's Office
Date: 6/3/15

Attachment "A"

Special Needs Shelters

- | | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>A. Rawlings Elementary School (EHPA)
Risk Capacity = 88 people
General Population = 265
Food Service Building #4
3500 NE 15th Street
Gainesville, Florida 32609</p> | <p>B. Westwood Middle School (EHPA)
Risk Capacity = 80 people
General Population = 239
Food Service Building #18
3215 NW 15th Avenue
Gainesville, Florida 32605</p> |
| <p>C. Buchholz High School
Risk Capacity = 288 people
General Population = 864
Classroom Building #8 (1st Floor)
5510 NW 27th Avenue
Gainesville, Florida 32606</p> | <p>D. Alachua Elementary School (EHPA)
Risk Capacity = 141 people
General Population = 424
Classroom Building #6
13800 NW 152nd Place
Alachua, Florida 32615</p> |

General Population Shelters

- | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>1. Talbot Elementary School
General Population = 276 people
Food Service Building #3
5701 NW 43rd Street
Gainesville, Florida 32653</p> | <p>2. Williams Elementary School
General Population = 264 People
Food Service Building #7
1245 SE 7th Avenue
Gainesville, Florida 32641</p> |
| <p>3. Chiles Elementary School
General Population = 356 people
Buildings 1, 2 & 3
2525 Schoolhouse Road
Gainesville, Florida 32608</p> | <p>4. Shell Elementary School
General Population = 231 people
Food Service Building #2
21633 SE 65th Avenue
Hawthorne, Florida 32640</p> |
| <p>5. Archer Elementary School
General Population = 283 people
Food Service Building #6
14533 SW 170th Street
Archer, Florida 32618</p> | <p>6. Eastside High School
General Population = 1,048 people
Classroom Building #15
1201 SE 43rd Street
Gainesville, Florida 32641</p> |
| <p>7. Kanapaha Middle School
General Population = 1,000 people
Buildings 3 & 4
5005 SW 75th Street
Gainesville, Florida 32608</p> | <p>8. Oak View Middle School
General Population = 976 people
Buildings 3 & 4
1203 SW 250th Street
Newberry, Florida 32669</p> |
| <p>9. Waldo Elementary School
General Population = 368 people
Classroom Building #6
14450 NE 148th Avenue
Waldo Florida 32694</p> | <p>10. High Springs Community School
General Population = 319 people
Classroom Building #5
1015 N. Main Street
High Springs, Florida 32643</p> |
| <p>11. Santa Fe High School (EHPA)
General Population = 527 people
Classroom Building #34
16213 NW US HWY 441
Alachua, Florida 32615</p> | <p>12. Meadowbrook Elementary School
General Population = 1,873 people
Classroom & Food Service #1
11525 NW 39th Ave.
Gainesville Florida 32606</p> |



Alachua County Agenda

ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

Jack Durrance Auditorium, Room 209 Second Floor 12 SE 1st Street
June 23, 2015 Regular BoCC Meeting
Agenda Item #30

Title

Interlocal Agreement with the Alachua County School Board for Hurricane Risk Shelters (Amended)

Amount

\$0

Description

Interlocal Agreement with the Alachua County School Board for Hurricane Risk Shelters

Recommendation

Approve the interlocal Agreement with the Alachua County School Board

Alternative(s)

Do not approve the agreement and direct staff

Requested By

David Donnelly, (352) 264-6510

Originating Department

Fire Rescue-Emergency Management

Attachment(s) Description

Interlocal Agreement with the Alachua County School Board for Hurricane Risk Shelters

Documents Requiring Action

Interlocal Agreement with the Alachua County School Board for Hurricane Risk Shelters (2 copies)

Executive Summary

For the last several years, Alachua County staff has been working with the School Board staff to develop a partnership in regards to the operation of Hurricane Risk Shelters. This partnership has been an effort to reduce the County and Region's risk shelter space deficit as identified by the Statewide Emergency Shelter Plan (SESP) 2014. Personnel from the County and the School Board meet annually to identify either new Enhanced Hurricane Protection Area (EHPA) projects or existing buildings that will meet the American Red Cross 4496 Shelter Standard through retrofitting. The School Board has successfully received funds from the Florida Division of Emergency Management to retrofit several school buildings. This agreement delineates that we can request personnel, facilities and buses in time of emergency and also identifies that school facilities utilized as shelters.

Background

Florida Statute Chapter 252 states that "Safeguarding the life and property of its citizens is an innate responsibility of the governing body of each political subdivision of the state." Part of this responsibility is to provide emergency shelters for any incident requiring the evacuation of some portion of the population. Since schools make up the majority of risk shelters in most communities, it is natural for Emergency Management to collaborate with the School Board in order to ensure not only adequate facilities are available but adequate shelter staffing as well.

Issues

The County will reimburse the School Board for the costs of any shelters operated during a disaster that does not receive a Presidential Declaration. Otherwise, the School Board can apply for reimbursement from the Federal Emergency Management Agency (FEMA).

Fiscal Recommendation

none

Fiscal Alternative(s)

N/A

Funding Sources

N/A

Account Code(s)

N/A

Attachment: [Interlocal Shelter Agreement with SBAC.pdf](#)