

**AMENDED AND RESTATED INTERLOCAL AGREEMENT BETWEEN THE BOARD OF
COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA AND THE SCHOOL
BOARD OF ALACHUA COUNTY, FLORIDA FOR THE LOCATIONS AND OPERATIONS OF
EMERGENCY SHELTERS, NO 14766**

THIS INTERLOCAL AGREEMENT is made and entered by and between **ALACHUA COUNTY**, a charter county and political subdivision of the State of Florida (the "County") and the **SCHOOL BOARD** of Alachua County, a Local Governmental Agency located at 620 East University Ave, Gainesville, FL 32601 (the "School Board"). Hereafter, the County and School Board are collectively referred to as the **Parties**.

WITNESSETH:

WHEREAS, the Parties previously entered into an Interlocal Agreement, dated June 23, 2015, through which the School Board agreement to provide the County with school facilities to operate shelters during Emergencies identified by NO. 9600 (the "2015 Interlocal)

WHEREAS, the Parties wish to restate and replace the 2015 Interlocal to expand the role of the School Borad from providing locations for shelters to providing shelter staffing and support during emergencies

WHEREAS, Section §163.01, Florida Statutes, known as the Florida Interlocal Cooperation Act of 1969, authorizes local government entities, including cities and counties, to enter into agreements to cooperatively and efficiently use their powers to provide public services that will advance the general health, safety and welfare of their citizens; 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 Parties wish to cooperate with the other in times of emergency;

NOW THEREFORE, in consideration of the foregoing recitals, which are incorporated into and made a part of this Interlocal Agreement, and the mutual agreements and covenants herein contained, the Parties agree as follows:

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. **Term** – After execution by the Parties, this Interlocal Agreement shall commence and become effective upon filing as provided in Section 16, below, and continue for a term of ten (10) years, unless replaced and superseded by another interlocal agreement. The Parties have the option to extend the Term of this Interlocal Agreement for additional periods, or such other period of time as mutually agreed upon by the Parties, under the same terms and conditions. All extensions shall be in writing, signed by both the City and the County, and shall be filed as provided in Section 16, below.
3. **Purpose and Limitation of Obligation** The purpose of this Interlocal Agreement is to:
 - 3.1. Establish the responsibilities of the Parties in locating, staffing and operating shelters during time of emergencies for the public health and safety of the citizens
 - 3.2. Recognize that the powers and purposes enumerated in this Interlocal Agreement constitute proper governmental purposes for the benefit and welfare of the inhabitants of the Parties.
4. **Tasks:**
 - 4.1. School Board responsibilities:
 - 4.1.1. To the extent of its ability and upon request of the County, permit the County to use its facilities, for the purpose of sheltering humans and their companion animals, listed on **Attachment "A"** as shelters;
 - 4.1.2. Provide, at a minimum, a principal, facility/custodial staff, and food service staff for each school activated as a shelter for the duration of the sheltering activation;
 - 4.1.3. Provide food to all activated shelters, including non-school shelters;
 - 4.1.4. When requested, provide buses and drivers to transport residents and visitors to the shelter(s);
 - 4.1.5. On an annual basis, identify SBAC staff who volunteer to work at a shelter as a “shelter worker” and provide the list/contact information to County no later than April 15th of each year;
 - 4.1.6. Work with the County to allow time for SBAC employees to receive shelter training, provided by the County, either virtually, at the County EOC, or at a School Board facility;
 - 4.1.7. On an annual basis, before June 1, provide the County with an updated fee schedule for SBAC employee shelter worker volunteers that includes Position Title, Position Hourly Rate (without benefits at mid-range on salary schedule), Position hourly pay with benefits, overtime rate (hourly with benefits). These pay rates will be the rates the SBAC may bill the County for staff assigned as a “shelter worker” in a county shelter;
 - 4.1.8. Invoice the County within 30 days of closure of the shelters for all “shelter worker” staff costs;
 - 4.1.9. 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.

4.2. County's responsibilities:

- 4.2.1. Notify the school board superintendent when we plan on using a school as a shelter;
- 4.2.2. Annually provide shelter training to SBAC employees who volunteer to staff shelters as a "shelter worker";
- 4.2.3. Remain committed to utilizing non-school shelters first to minimize the impact to the school board and the population as a whole;
- 4.2.4. Exercise reasonable care in the conduct of its activities in School Board provided shelters. 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;
- 4.2.5. Remain committed to demobilizing shelters as quickly as possible to minimize disruptions to the schools;
- 4.2.6. Replace or reimburse the school board for food, supplies, and transportation costs related to sheltering at the request of the school board;
- 4.2.7. Pay for and arrange professional cleaning of any school used as a shelter;
- 4.2.8. Reimburse SBAC for any facility or property damages incurred as a result of the staff or residents in the shelter(s);
- 4.2.9. Provide Animal Resources staff and resources at all shelters designated "pet friendly";
- 4.2.10. Provide shelter management training to School Board employees to operate shelters;
- 4.2.11. Reimburse the School Board for the cost of staffing, as identified in **Attachment "B"** in the conduct of County emergency management activities in School Board facilities in non-federally declared disasters.

4.3. Joint responsibilities

- 4.3.1. On an annual basis, review the list of school shelters and discuss their "readiness" for use as a shelter for the season (some schools have construction projects going on, or need new AC units, etc.);
- 4.3.2. Agree that service animals are allowed to accompany their owners in any part of the shelter in accordance with the ADA;
- 4.3.3. May implement specific policies, plans, and procedures consistent with this interlocal agreement to facilitate emergency preparedness and coordination throughout Alachua County;

5. **Notice** – Except as otherwise provided herein, any notice, acceptance, request, or approval from either

party to the other shall be in writing and sent by certified mail, return receipt requested, and shall be deemed to have been received: (i) three (3) business days after it is deposited in a United States Postal Service mailbox or (ii) immediately upon personally delivered with signed proof of delivery. For purposes of all notices, the representatives of the County and City are:

County: Emergency Management Director
1100 SE 27th Street
Gainesville, FL 32641

With a copy to:
County Manager
12 SE 1st Street
Gainesville, FL 32601

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

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

A copy of any notice, request or approval to the County must also be sent to:

J.K. "Jess" Irby, Esq., Clerk
12 SE 1st Street
Gainesville, FL 32602
ATTN: Finance and Accounting
dmw@alachuaclerk.org

And to

Procurement Division
12 SE 1st Street
Gainesville, FL 32601
Attn: Contracts
Procurement@alachuacounty.us

6. **Sovereign Immunity** The Parties intend to avail themselves of the benefits of §768.28 and §163.01(9)(a), Florida Statutes, and of other statutes and the common law governing sovereign immunity to the fullest extent possible. In accordance with §163.01(5)(o), Florida Statutes, therefore, one party shall not be jointly liable for the torts committed by the officers, employees, agents, representative or contractors of the other party. Each party shall be solely responsible for the negligent acts and omissions of its officers, employees, agents, representative and contractors, and then only to the extent of the limited waiver of sovereign immunity or limitation of liability specified in §768.28, Florida Statutes. Nothing in this Interlocal Agreement is intended to inure to the benefit of any third party for the purposes of allowing any claim that would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

7. **Assignment of Interest** Neither party may assign, convey, pledge, sublet, transfer or otherwise dispose any interest in this Interlocal Agreement without prior written consent of the other party.
8. **Successors and Assigns.** The City and the County each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Interlocal Agreement.
9. **Third Party Beneficiaries.** This Interlocal Agreement does not create any relationship with, or any rights in favor of, any third party.
10. **Severability.** If any provision of this Interlocal Agreement is declared void by a court of law, all other provisions will remain in full force and effect.
11. **Governing Law and Venue.** This Interlocal Agreement is governed and construed in accordance with the laws of the State of Florida. Sole and exclusive venue for all actions arising from or related to this Interlocal Agreement shall be in Alachua County.
12. **Attachments.** All exhibits attached to this Interlocal Agreement are incorporated into and made part of this Interlocal Agreement by reference.
13. **Amendments.** The Parties may amend this Interlocal Agreement only by mutual written agreement that is executed by both Parties and duly recorded in accordance with §163.01(11), Florida Statutes.
14. **Construction.** This Interlocal Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the Parties. It is recognized that both Parties have substantially contributed to the preparation of this Interlocal Agreement.
15. **Counterpart.** This Interlocal Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.
16. **Recording of Interlocal and Amendments.** Upon execution by the Parties hereto, the County shall file a copy of this Interlocal Agreement with the clerk of the circuit court in and for Alachua County, Florida. All subsequent amendments to this Interlocal Agreement, if any, shall be filed with the clerk of court in and for Alachua County, Florida.
17. **Entire Agreement.** This Interlocal Agreement constitutes the entire agreement and supersedes all prior written or oral understandings or representations..
18. **Electronic Signatures.** The Parties agree that an electronic version of this Interlocal Agreement shall have the same legal effect and enforceability as a paper version. The Parties further agree that this Interlocal Agreement, regardless of whether in electronic or paper form, may be executed by use of electronic signatures. Electronic signatures shall have the same legal effect and enforceability as manually written signatures. The County shall determine the means and methods by which electronic signatures may be used to execute this Interlocal Agreement and shall provide the Contractor with instructions on how to use said method. Delivery of this Interlocal Agreement or any other document contemplated hereby bearing an manually written or electronic signature by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or

electronic signature.

19. **E-Verify.** Pursuant to F.S. §448.095, Contractor shall register and use the U.S. Department of Homeland Security's E-Verify System to verify the work authorization status of all new employees hired by the Contractor during the term of this Agreement. Contractor shall expressly require any subcontractors performing work or providing Services under this Agreement to utilize such E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. The E-Verify System is located at <https://www.uscis.gov/E-Verify>. Failure to comply with this section is grounds for termination and Contractor (a) may not be awarded a public contract for at least 1 year after the date on which this Agreement was terminated and (b) Contractor is liable for any additional costs incurred by the County as a result of termination of this Agreement.

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IN WITNESS WHEREOF, the Parties have caused this Interlocal Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

SCHOOL BOARD OF ALACHUA COUNTY

By: _____

By: Sarah Rockwell

Name: Charles Chestnut, IV

Name: Sarah Rockwell, Ph.D.

Title: Chair, Board of County Commissioners

Title: Board Chair

Date: _____

Date: 8-5-25

ATTEST

ATTEST

Kamela Patton

J.K. "Jess" Irby, Esq., Clerk

Dr. Kamela Patton, Superintendent

APPROVED AS TO FORM

APPROVED AS TO FORM

_____ Alachua County Attorney's Office

William H. Spillie
General Counsel

ATTACHMENT A: SCHOOL SHELTER LOCATIONS

Special Needs Shelters

A. Terwilliger Elementary School (EPHA)	B. Westwood Middle School
Risk Capacity = 190	Risk Capacity = 55
Building C	Food Service Building
3999 SW 122nd St.	3215 NW 15 th Ave.
Gainesville, FL 32608	Gainesville, FL 32605

C. Rawlings Elementary School	
Risk Capacity = 69	
Food Service Building	
3500 NE 15 th St.	
Gainesville, FL 32609	

Pet Friendly/General Population Shelters

D. Alachua Elementary School	E. Archer Elementary
Risk Capacity = 215	Risk Capacity = 213
Building 6	Building 6
13800 NW 140th Pl.	14533 SW 170th St.
Alachua, FL 32615	Archer, FL 32618

F. Buchholz High School	G. Chiles Elementary School
Risk Capacity = 407	Risk Capacity = 1350
Building 8	Building 1 & 2 & 3
5510 NW 27th Ave.	2525 Schoolhouse Rd.
Gainesville, FL 32606	Gainesville, FL 32608

H. Eastside High School	I. High Springs Community School
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Risk Capacity = 614	Risk Capacity = 151
Building 15	Building 5
1201 SE 43rd St.	19559 High Springs Main St.
Gainesville, FL 32641	High Springs, FL 32643

J. Kanapaha Middle School	K. Meadowbrook Elementary School
Risk Capacity = 574	Risk Capacity = 1396
Building 3 & 4	Building 1 - 1st and 2nd floors
5005 SW 75th St.	11525 NW 39th Ave.
Gainesville, FL 32608	Gainesville, FL 32606

L. Oak View Middle School	M. Santa Fe High School
Risk Capacity = 547	Risk Capacity = 268
Building 3 & 4	Building 34
1203 SW 250th St.	16331 NW US Hwy 441
Newberry, FL 32669	Alachua, FL 32615

N. Shell Elementary School	O. Sidney Lanier Center
Risk Capacity = 177	Risk Capacity = 538
Building 2	Building 11 & 12
21633 SE 65 th Ave.	312 NW 16 th Ave.
Hawthorne, FL 32640	Gainesville, FL 32609

P. Talbot Elementary School	Q. Williams Elementary School
Risk Capacity = 188	Risk Capacity = 217
Building 3	Building 7
5701 NW 43 rd St.	1245 SE 7 th Ave.
Gainesville, FL 32653	Gainesville, FL 32641

ATTACHMENT B: SCHOOL BOARD STAFFING COSTS

Position Title	Position Hourly Pay (without Benefits at Mid-Range on Salary Schedule)	Position Hourly Pay (with Benefits)	Overtime Rate (Hourly with Benefits)
Teacher	\$35.76	\$43.63	\$65.44
Data-Base Clerk	\$23.37	\$28.51	\$42.77
Guidance Clerical Aide	\$17.92	\$21.86	\$32.79
Media Aide	\$17.92	\$21.86	\$32.79
Paraprofessional	\$17.13	\$20.90	\$31.35
Administrative Secretary	\$23.37	\$28.51	\$42.77