INTERLOCAL AGREEMENT
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS
AND THE SCHOOL BOARD OF BREVARD COUNTY, FLORIDA

EMERGENCY SHELTER OPERATIONS
SCHOOL BOARD FACILITIES AND STAFFING

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered by and between Brevard County, a political subdivision of the State of Florida, by and through its Board of County Commissioners ("County"), and the School Board of Brevard County, Florida ("School Board"), a political subdivision of the State of Florida, individually, a "Party," collectively, "Parties").

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 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 Section 252.38(1)(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 necessary personnel to staff such facilities; and

WHEREAS, in furtherance of the County's Comprehensive Emergency Management Plan, the County and the School Board wish to cooperate in the interest of public safety by providing facilities and necessary personnel to staff such facilities, provide supplies and transportation assistance for evacuations in association with providing shelters in times of emergency; and

WHEREAS, the County and the School Board, together constituting the "Parties" to this Agreement, mutually agree that the School Board make available certain school facilities for emergency shelters and the personnel to staff such shelters.

WHEREAS, the Parties acknowledge that the Florida Division of Emergency Management (FDEM) and/or the Federal Emergency Management Agency (FEMA) varies or changes its requirements, regulations, processes, etc., for receiving reimbursement for sheltering costs and expenses on a regular basis (including,
at times, retroactively) and that the Parties will work together to meet those requirements, etc., to achieve that maximum benefit possible from FDEM, FEMA, or other agencies.

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

1. **RECATALS**

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

2. **PURPOSE**

   The purpose of this Agreement is to provide for cooperation and coordination between the County and the School Board in carrying out the responsibilities to provide emergency shelters to the people of Brevard 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 including the School Board’s Emergency Shelter Plan (developed in coordination with Brevard County Office of Emergency Management) and Emergency Support Function (ESF) #6 of the Brevard County Comprehensive Emergency Management Plan.

   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 Manager to address such situations in keeping with the intent of this interlocal agreement and the Comprehensive Emergency Management Plan for the County.

3. **FACILITIES AND EQUIPMENT**

   Pursuant to Section 252.38(1)(d), Florida Statutes, the School Board will provide facilities to function as shelters and necessary personnel to staff such shelters only if requested by the County’s Emergency Management Director. The County, to the extent possible, will make every reasonable effort to avoid utilizing schools as shelter for scenarios where impacts are forecasted to be low and/or protective actions are expected to be minimal.

   The Parties will maintain a list of facilities which they agree to be used as shelters which will be reviewed on a yearly basis prior to June 1, and amended, as needed. At schools identified to be used as special needs shelters, generators must be capable of supporting air conditioning in addition to other electrical needs for operation of the facility. The Parties have entered into a separate agreement which addresses the generators at special needs shelters which is attached hereto and incorporated herein as Attachment “A.”

   The County will provide space at the Emergency Operations Center, when activated, for a School Board representative and any necessary support staff.
4. **SHELTER MANAGEMENT /SECURITY**

   a. The County will be responsible for:

   i. providing the School Board as much advance notice as reasonably possible for the need for School Board assistance in sheltering.

   ii. determining 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); and determine the date and time for opening and closing each shelter.

   iii. developing the Shelter Staffing Plan for County employees and reviewing/updating on an annual basis.

   iv. jointly developing forms used to operate shelters, maintaining time sheets for each County employee working at the shelters, and ensuring County employees working at the shelters sign in at the beginning of each shift and out at the end of each shift.

   v. providing additional County staff to support shelter operations and designate a County staff member who will be the Assistant Shelter Manager.

   vi. working with the School Board to establish necessary communication resources, at the County's expense, needed for the Parties to coordinate shelter operations at school facilities.

   vii. coordinating with ESF #16, Law Enforcement, to address any public safety and security issues at the shelters.

   viii. coordinating public announcements of shelter opening and closing with designated School Board liaison personnel with ESF #14, Public Information, at the Emergency Operations Center taking the lead on when to issue, and the information included in, the announcement.

   ix. coordinating with the School Board regarding the closing date(s) of shelters in schools.

   x. prior to opening and after closing of a school as a shelter, the County's Assistant Shelter Manager and the School Board's Food Service Director or designee will coordinate and jointly conduct inventories of the food and supplies on-site to verify what was used in conjunction with the use of the school as a shelter.

   xi. working with School Board staff to supervise shelter clients ensuring the clients occupy the facility in an orderly manner.
b. The School Board will be responsible for:

i. providing a Shelter Manager and operating, supervising, and staffing shelters with School Board personnel, including, but not limited to cafeteria staff, custodians, and appropriate administrative staff as mutually acceptable to the Parties in accordance with the Shelter Staffing Plan for School Board employees.

ii. jointly developing forms used to operate shelters, maintaining time sheets for each School Board employee working at the shelters, and ensuring all School Board staff working at the shelters sign in at the beginning of each shift and out at the end of each shift.

iii. making available to the County necessary internet connections at school facilities to allow communications between the school facilities and County Emergency Operations Center, and allowing County staff reasonable access to office areas to facilitate the operation of the shelter.

iv. working with the County to establish any additional communication resources, at the County’s expense, needed for the Parties to coordinate shelter operations at school facilities.

v. providing County shelter workers with a break and sleeping area separate from the area occupied by shelter clients, the same/similar accommodations as for School Board shelterworkers.

vi. prior to opening and after closing of a school as a shelter, the School Board’s Food Service Director or designee and the County’s Assistant Shelter Manager will coordinate and jointly conduct inventories of food and supplies on-site to verify what was used in conjunction with the use of the facility.

5. **CONDITION OF FACILITY**

a. Prior to opening of a school as a shelter, the County’s Assistant Shelter Manager and the School Board’s Shelter Manager will coordinate and jointly conduct an inventory and damage assessment. Upon closure of the school as a shelter, the same Managers will jointly conduct an inventory and damage assessment in order to accurately document any loss or damage to a school caused by shelter clients or County staff. The inventories and damage assessments will be digitally recorded and the pre-opening inventory and damage assessment will be forwarded by email to ESF #6 before opening the shelter and the post-closure inventory and damage assessment will be forwarded to ESF #6 the same day it is documented.
b. The County will be responsible for:

   i. in cooperation with the School Board, conducting an analysis of newly constructed or renovated school facilities to determine the suitability of using such facilities as emergency public shelters.

c. The School Board will be responsible for:

   i. identifying and securing all equipment, furnishings, etc., that will not be used during the use of the facility as a shelter.

   ii. keeping track of any damage which may occur during the use of the facility as a shelter and identifying the cause of the damage.

6. FOOD SERVICE

a. The COUNTY will be responsible for:

   i. ensuring the County’s Assistant Shelter Manager coordinates with the School Board’s Shelter Manager and Director of Food Services or designee to determine food inventory.

   ii. advising the clients who may occupy shelters of the advisability of bringing their own additional food needs (especially for special diets, allergies, etc.) with Emergency Support Function 14 (Public Information) at the Emergency Operations Center taking the lead.

b. The SCHOOL BOARD will be responsible for:

   i. making the food resources of the school, including food, supplies, equipment and a Food Service Manager to accomplish the feeding of shelter clients and staff.

   ii. designating a Food Service Manager to coordinate the provision of meals in cooperation with the County’s Assistant Shelter Manager.

7. TRANSPORTATION AND FUEL

a. The County will be responsible for:

   i. providing transportation of clients to and from shelters.

   ii. fuel to operate County vehicles needed for transportation.

b. The School Board will:
i. when requested by the County, and having available resources, assist with transportation and provide access to fuel vehicles used to transport shelter occupants, per Section 252.38(1)(d), Florida Statutes.

ii. when requested by the County, and having available resources, assist with the transportation of kits, equipment, or supplies.

8. **FINANCIAL RESPONSIBILITY, REIMBURSEMENT ELIGIBILITY & PROCESS**

a. Both Parties acknowledge shared responsibility for sheltering and transportation, and therefore agree that neither Party is responsible for the other's expenses. Neither Party will reimburse the other for employees' regularly scheduled salaries.

b. Loss of food items, supplies, equipment or damage, etc., caused by the storm or event which are unrelated to use in connection with feeding shelter occupants or operating the shelter, will not be reimbursed by the County or submitted by the County to FEMA for reimbursement.

c. Should a disaster be federally declared, different scenarios for reimbursement eligibility and facilitation may apply for public sheltering:

i. Separate Claims. In the event that FEMA determines that both parties are eligible applicants to submit for reimbursement of costs and expenses related to sheltering, each Party shall be responsible for submitting its own respective reimbursement claims directly through the Federal Emergency Management Agency (FEMA) Public Assistance (PA) process.

ii. Single Claim. In the event that FEMA determines that the County is the only eligible applicant to submit for reimbursement of costs and expenses related to sheltering, the County will do so to facilitate the School Board's reimbursement.

a) The County will be responsible for remitting payment for the School Board's invoice(s) for necessary and documented costs and expenses incurred by the School Board for providing facilities to function as shelters and necessary personnel to staff such shelters as well as all consumed food and/or supplies. Documentation will be provided as set forth in Paragraph 8.B.ii.(d) below.

b) The County will begin review of School Board's final draft invoice within 60 days of receipt. The County will not remit this payment to the School Board until the County has received the required documentation for the School Board's entire claim for sheltering costs and expenses and all disputes are resolved. The County will provide the School Board with a written explanation of the basis of the dispute
regarding the disputed costs/expenses and the Parties will attempt to resolve the dispute in accordance with the provisions of Paragraph 19 of this Agreement if the respective staff of the Parties are unable to otherwise resolve the dispute. The County will remit payment within 60 days of the final resolution of invoice disputes.

c) Should improper or incorrect documentation or violation of terms be determined, whether by the County, FDEM, or FEMA, the School Board will repay the County for any costs for which the County has already remitted payment. The School Board will repay the County within 60 days of the County notifying the School Board of these errors.

d) The School Board will provide the following documentation to the County Budget Director (or designee), as set forth below:

(i) Generally. All reasonable and necessary costs and expenses incurred by the School Board in providing school facilities as shelters and necessary personnel to staff such shelters in accordance with the County’s request and the Sheltering Plan agreed to between the parties for the specific disaster or storm event. The County may require reasonable additional documentation sufficient to document the costs and expenses or as required to justify or support such costs, etc., to FEMA to obtain reimbursement. The documentation/records will be provided for each declaration of disaster event and separately for each facility used as a shelter during that event.

(ii) Staff time. School Board staff will be paid in accordance with the School Board’s Sheltering Plan. The invoice submitted to the County will include the shelter log and/or time sheets for each shelter worker for each school and supporting documentation that is detailed by each employee’s name, job title, hourly rate, and benefit rate detail, regular and overtime hours (separately), purpose/location of the work.

(iii) Shelter facility cost. The actual cost, where available, or pro-rated costs, based on bills, of utilities, including electricity, generator fuel, and period of time operated, water, and telephone incurred per shelter; cost of supplies or equipment consumed, damaged, or stolen and for repairs to such as were caused or incidental to the use of the school as a shelter.
(iv) Food and delivery costs. Detailed itemization and invoices for food and delivery based upon actual cost per shelter.

(v) Transportation related costs. Documentation of the School Board’s established mileage rate for the applicable vehicle in effect at the time of the disaster and mileage per vehicle used. If circumstances result in the School Board using County fuel sources for School Board vehicles, the mileage charge shall be reduced by the amount allocated or attributable to the fuel cost to the County. If circumstances result in the County using School Board fuel sources for County vehicles, the County shall reimburse the School Board for actual fuel dispensed.

iii. No Claims. In the event that FEMA determines the incident does not meet federal disaster declaration thresholds, reimbursement options would not be applicable and both parties will be responsible for all of their own expenses related to sheltering.

d. The Parties acknowledge that for any given emergency event, FDEM/FEMA may change documentation requirements, timeframes, and processes related to submission of documentation in order to request reimbursement for sheltering costs. If the County is required to submit the claim for sheltering expenses and costs on behalf of the School Board, the County’s Budget Director (or designee) and the School Board’s Chief Financial Officer (or designee) will work together to establish a written plan setting out the timeframes for the School Board to submit the required documentation, for the County to submit disputes to the School Board regarding the documentation (including the costs/expenses disputed and the reason for such dispute) and for the Parties to resolve any issues/disputes as between their respective staff and incorporating the dispute resolution process in Paragraph 19.

9. PLANNING

a. 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.

b. The Parties will work together to develop effective shelter management procedures and food service plans and procedures.

c. The Parties will work together to conduct shelter operations and shelter management training and exercises.

10. LIABILITY AND SOVEREIGN IMMUNITY
a. To the extent allowed by law and subject to the provisions set forth in Section 768.28 and Chapter 252 (particularly Section 252.51), Florida Statutes, each Party is responsible for the negligent or wrongful acts or omissions of its own employees, agents or other representatives while acting within the scope of their employment or otherwise within their authorized capacity, arising from the activities encompassed by this Agreement.

b. Nothing contained within this Agreement requires either Party to indemnify the other Party for any losses, damages or injuries caused by or otherwise arising from the negligent or wrongful act or omission of its employees, agents, or representatives.

c. Neither Party, by execution of this Agreement, will be deemed to have waived its statutory right/defense of sovereign immunity, or to have increased its limits of liability under Section 768.28, Florida Statutes, as may be amended from time to time. Each Party shall retain retain all rights, defenses, and remedies under Florida law in the event of any claims, suits or other disputes arising from its performance of the obligations under this Agreement.

11. **INSURANCE**

The Parties represent they are each 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.

12. **INDEMNIFICATION**

a. Subject to the provisions and limitations of Section 768.28, Florida Statutes, and without waiving sovereign immunity, the parties understand their liability for tort liability for injury, damage to 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.

b. No provision herein shall be construed as (i) a waiver by either Party to any right, defense or immunity to which either Party has pursuant to Section 768.28, Florida Statutes, or Chapter 768, Florida Statutes, generally, or any other statute; (ii) an agreement by either Party to indemnify the other; or (iii) consent by either Party to be sued by third parties.

13. **AUDIT/PUBLIC RECORDS**

Both Parties shall comply with the audit requirements contained in the applicable Disaster Relief Funding Agreement with the State of Florida Division of Emergency Management.

a. 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.

b. The County and the School Board shall otherwise comply with Florida's Public Records Laws and agrees to keep and maintain public records in accordance with Florida law and records retention schedules. Further the parties will ensure that records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

14. NON-DISCRIMINATION

The Parties shall not unlawfully discriminate against any individual on the basis of his/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 under this Agreement.

15. 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.

16. 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 will be deemed a waiver of such provision at any other time.

17. 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.

18. 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:
Frank Abbate, County Manager
Brevard County, County Manager's Office
2725 Judge Fran Jamieson Way
Bldg ‘C’, Suite
Viera, FL 32940

With copies to:
Matthew Wallace, Public Safety Director
Brevard County Public Safety Department
1040 Florida Avenue
Rockledge, FL 32955

Kimberly Prosser, Emergency Management Director
Brevard County Office of Emergency Management
1746 Cedar St
Rockledge, FL 32955

To the SCHOOL BOARD:
Mark Mullins, School Board Superintendent
Brevard County School Board
2700 Judge Fran Jamieson Way
Viera, FL 32940

With copies to:
Robin Novelli, Chief Operating Officer
Brevard County School Board
2700 Judge Fran Jamieson Way
Viera, FL 32940

Pennie Zuerner, Chief Financial Officer
Brevard County School Board
2700 Judge Fran Jamieson Way
Viera, FL 32940

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.

19. **DISPUTE RESOLUTION**

   a. As a condition precedent to a Party bringing a lawsuit for breach of this Agreement, that Party must first notify the other Party in writing of the nature of the alleged breach and seek in good faith to resolve the dispute through negotiation. If the Parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to both Parties.
b. The existence of a dispute shall not excuse the Parties from performance of any other duty not in dispute under this Agreement.

c. This remedy is supplemental to any other remedies available at law.

20. GOVERNING LAW, VENUE, NON JURY TRIAL

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 Brevard County, Florida and any trial shall be non-jury.

21. ATTORNEYS FEES AND COSTS

In the event of any legal action or proceeding to enforce the terms of this Agreement, each Party shall be responsible for its own attorneys fees and costs/expenses.

22. SEVERABILITY

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

23. 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.

24. TERMINATION

a. This Agreement may be terminated by either Party upon giving six (6) months 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. If the end of the six (6) months notice period falls between June 1 and November 30, then the effective date of the termination will be December 1.

b. 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 Section 252.38(d), Florida Statutes, and other applicable law.

25. EFFECTIVE DATE
Pursuant to Section 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 Brevard County.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their authorized representatives on the dates(s) written below.

Executed by BREVARD COUNTY, FLORIDA this 21 day of MAY, 2019.

ATTEST:

Clerk of the Circuit Court
Scott Ellis, Clerk
By: Scott Ellis

BREVARD COUNTY BOARD OF
COUNTY COMMISSIONERS

By: Bryan A. Lober Vice Chair

Approved by the Board: 5/21/19

Approved as to form:

____________________________________
Assistant County Attorney

Executed by the SCHOOL BOARD OF BREVARD COUNTY, FLORIDA this ____ day of ________________, 2019.

SCHOOL BOARD OF BREVARD COUNTY,
FLORIDA

By: ________________________________
Tina Descovich, Chair
Approved as to form:

______________________________
Attorney for School Board
07-26-2018 Special School Board Meeting
Agenda Item #19

Title
Agreement with Brevard County for Generators at Special Needs Shelters

Discussion
In 2007-2009, the Brevard County Emergency Management Office installed large (whole school) emergency generators in three of the four schools used for Special Needs Shelters (Quest ES, Sunrise ES and Williams ES) and is in the process of securing a grant to replace the existing emergency generator at Oak Park ES with a whole school generator.

Brevard Public Schools has serviced, fueled and maintained these generators but the issue of repairs and replacement arose when the generator at Sunrise recently failed, with the repair estimated at approximately $50,000.

The Memorandum of Agreement requires:

- The School Board to service and fuel the generators at our cost.
- Brevard County to pay for half of the cost (up to a maximum of $25,000) to repair the generator at Sunrise ES.
- Brevard County to pay for half of the annual cost to repair these four generators.
- Brevard County to pay for the cost of replacing these four generators when they are no longer economical to repair.

Recommendation
Approve the Memorandum of Agreement Between the Brevard County Board of County Commissioners and the School Board of Brevard County Regarding Generators at Special Needs Shelters.

Meeting Date(s)
Action - 7/26/2018

Authority for Action
1001.42 F.S.

Involves Expenditure of Funds Directly in the Classroom
No

Source of Funding
Agenda Item will not Require the Expenditure of Funds

Legal Counsel Review
Yes
Review Date: 6/15/2018

Contact

http://eagendatoc.brevardschools.org/07-26-2018%20Special%20School%20Board%20Me... 7/26/2018
Attachment: Emergency Generator MOA (6-27-18).pdf
MEMORANDUM OF AGREEMENT
BETWEEN
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS
AND
THE SCHOOL BOARD OF BREVARD COUNTY, FLORIDA
REGARDING GENERATORS AT SPECIAL NEEDS SHELTERS

THIS MEMORANDUM OF AGREEMENT (MOA) is made and entered into by the Brevard County Board of County Commissioners, a political subdivision of the State of Florida (hereinafter referred to as the “County”) and the School Board of Brevard County, Florida, a public corporation and governing body of the School District of Brevard County, duly created in accordance with Article IX, Section 4 of the Florida Constitution (hereinafter referred to as the “School Board”).

WHEREAS, Section 252.385, Florida Statutes (2017), requires that public facilities including schools, postsecondary education facilities, and other facilities owned or leased by the state or local governments, which are suitable for use as public hurricane evacuation shelters shall be made available at the request of the local emergency management agencies; and

WHEREAS, the County and the School Board have coordinated to identify which school facilities are to be used as public hurricane evacuation shelters, using the American Red Cross Standards for Hurricane Evacuation Shelter Selection (ARC 4496) and the State of Florida Division of Emergency Management’s Least Risk Decision Matrix; and

WHEREAS, Section 252.355, Florida Statutes (2017), requires planning to meet the special needs of persons who would need assistance during evacuations and sheltering because of physical, mental, cognitive impairment, or sensory disabilities; identifying of those persons in need of assistance; and planning for resource allocation to meet those identified needs; and

WHEREAS, Section 381.0303, Florida Statutes (2017), provides for the operation and closure of special needs shelters, as well as providing rule-making authority to the Florida Department of Health and the Florida Division of Emergency Management; and

WHEREAS, Florida Administrative Code 64-3 (2016), provides the Florida Department of Health’s Guidelines For Special Needs Shelters, and defines “Special needs shelters” as locations
that are, in whole or in part, designated under Chapter 252, Florida Statutes, to provide shelter and services to persons with special needs who have no other option for sheltering, further indicating that these shelters are designated to have back-up generator power and that special needs shelter services are to minimize deterioration of pre-event levels of health; and

WHEREAS, the County, through the Florida Division of Emergency Management, obtained industrial size standby generators for the public schools in Brevard County specified for use as special needs shelters in 2007-2009; and

WHEREAS, those locations have been identified as Sunrise Elementary School, 1651 Mara Loma Blvd, Palm Bay; Quest Elementary School, 8751 Trafford Dr, Melbourne; Ralph M. Williams, Jr. Elementary School, 1700 Clubhouse Dr, Rockledge; and Oak Park Elementary School, 3395 Dairy Rd, Titusville; and

WHEREAS, the County and the School Board desire to collaborate with one another for the purpose of maintaining sufficient capacity and operability of special needs shelters for the benefit and safety of the community;

NOW THEREFORE, in consideration of the cooperative effort between the parties contained herein, the parties agree as follows:

1. TERM OF AGREEMENT
   This agreement is effective on the date of execution by the last-signing party and shall remain in effect until mutually ended by both parties.

2. DUTIES AND RESPONSIBILITIES

   A. Mutual agreement by the parties

   I. That the School Board will make available the four (4) elementary schools referenced herein as special needs shelters.

      Quest Elementary School (1,250 KW)
      Ralph Williams Elementary School (750 KW)
      Sunrise Elementary School (900 KW)
      Oak Park Elementary School (TBD)

   II. That the generators at these elementary schools need to be capable of supporting the electrical operations of the school, including air conditioning, for the areas of the schools to be used as special needs shelters.
III. That the parties agree to apportion the responsibility for maintenance and repair (as defined below) and replacement of the generators as set forth herein.

   a. Maintenance work shall refer to the work, usually recurring, necessary for keeping a generator in proper working condition to prolong its useful life including preventive maintenance.

   b. Repair work is work that returns a generator that is damaged, broken or not working correctly, back to its normal working condition.

B. Brevard County

I. Sunrise Elementary - The County will pay 50% of the cost (up to a maximum of $25,000) to repair the damaged 900KW generator at Sunrise Elementary School.

II. Oak Park Elementary - The County will continue to pursue, obtain and coordinate grants to purchase and install an emergency generator, of sufficient size to support special needs shelter operations, at Oak Park Elementary School.

III. Effective July 1, 2018, the County will reimburse the School Board for repairs to the emergency generators at the above-listed (Paragraph 2.A.I) special needs shelters/elementary schools. Costs for repairs shall include all contracted repair services and purchased materials; costs shall not include in-house labor. The County will reimburse the School Board within thirty (30) calendar days from receipt of the invoice for all undisputed repair costs invoiced pursuant to Paragraph 2.C.V. below.

IV. The County will contract for the replacement of the emergency generators at the special needs shelters/elementary schools listed above when these generators are no longer economical to repair. If the County chooses to not replace a generator, they will have the generator, the enclosure and the associated electrical components removed at the School Board’s request.

C. School Board

I. Sunrise Elementary - The School Board will pay the cost difference between the County’s portion ($25,000) and the full cost to repair the damaged 900KW generator at Sunrise Elementary School.
II. Oak Park Elementary - The School Board will assist the County in pursuing, obtaining and coordinating grants to purchase and install an emergency generator, of sufficient size to support special needs shelter operations, at Oak Park Elementary School.

III. The School Board will continue to maintain the emergency generators at the special needs shelters/elementary schools listed above, at the School Board’s cost. Maintenance shall include monthly preventative maintenance/exercise, minor corrective maintenance, annual major preventative maintenance, annual load bank test, fuel, and fuel treatment.

IV. The School Board will make, or contract for, repairs to the emergency generators at the special needs shelters/elementary schools, prioritizing to ensure all repairs are completed by June 1 (beginning of “Hurricane Season”) and that the generators remain operational through November 30 (end of “Hurricane Season”). Repairs will be performed by an appropriately qualified and licensed contractor(s) whose services have been contracted for by the School Board through a competitive bidding process. The County will be responsible for reimbursing the School Board for the repair costs. Prior to undertaking any repair for which the County will be responsible for payment, the School Board will notify the County in writing of the repair needed, and provide quotes for the cost of the repair in order for the County to determine whether it is more economical/practical to repair or replace the generator.

V. Within thirty (30) calendar days of the end of the School Board’s fiscal year (June 30), the School Board will invoice the County for the cost of repairs for generators covered by this MOU incurred during that fiscal year. The invoiced costs for repairs shall include all contracted repair services and purchased materials; costs shall not include in-house labor.

VI. The School Board will maintain property and casualty insurance on the above-listed emergency generators, and will coordinate with the County for satisfaction of the deductible when an insurance claim is filed.

VII. The School Board will coordinate with the County when replacement of an emergency generator at an elementary school serving as special needs shelter is required as agreed to by the parties.
3. POINTS OF CONTACT

The parties shall direct all matters arising in connection with the performance of this Agreement to the attention of the respective contact persons named below for resolution or action:

For the County
Emergency Management Director
1746 Cedar Street
Rockledge, FL 32955
Telephone: 321-637-6670

For the School Board
Assistant Superintendent/Facilities Services
2700 Judge Fran Jamieson Way
Viera, FL 32940
Telephone: 321-633-1000

4. AMENDMENTS AND TERMINATION

This Agreement may be amended or terminated only upon mutual agreement of the parties. Any proposed amendment, modification, or termination shall be submitted by one signatory party to the other signatory party prior to formal discussion or the negotiation of the issue. Any amendment to this Agreement must be set forth in writing, and such amendment must be signed by both parties to the Agreement in order to become effective and to modify or change this Agreement.

5. LIABILITY

Each party agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. Nothing contained herein shall constitute a waiver by either party of its sovereign immunity, or the provisions of Section 768.28, Florida Statutes. Nothing herein shall be construed as consent by either party to be sued by third parties.

6. ATTORNEY’S FEES/NON JURY TRIAL

In the event of any legal action to enforce the terms of this Agreement each party shall bear its own attorney’s fees and costs. Any trial to enforce or interpret the terms of this Agreement shall be non-jury.

7. GOVERNING LAW

This Agreement shall be governed, interpreted and construed according to the ordinances of Brevard County and of the State of Florida. Any action brought to enforce the terms or litigate the terms of this Agreement shall be brought in the venue of
Brevard County, Florida. Any Federal action may only be initiated in the Middle District Court, Orlando Division.

8. VENUE
Venue for any legal action brought by any party to this Agreement to interpret, construe or enforce this Agreement shall be in a court of competent jurisdiction in and for Brevard County, Florida.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized representatives on the dates appearing beneath their respective signatures.

Brevard County Board of County Commissioners
Rita Pritchett, Chair
Date JUL 10 2018

School Board of Brevard County, Florida
John W. Craig, Chair
Date 8/3/18

ATTEST: SCOTT ELLIS, CLERK

As Approved by Board July 10, 2018

Reviewed for legal form and content:
Assistant County Attorney
FINANCIAL SERVICES DOCUMENTATION INSTRUCTIONS

Documenting Hurricane and other Major Disaster Related Losses
(How to report employee work hours and property losses after a disaster)

The Office of Financial Services and Risk Management has developed the Daily Activity Report (DAR) form that all Principals, Directors and Facility Administrators and their staff are to use to document both human costs (time spent by staff preparing the facility for the disaster, during the disaster when staff are performing work in public shelters and when employees clean, reconstruct and bring the facility back to its pre-disaster status after the disaster) and the Disaster Relief Initial Inspection Form for School and Department Staff to record all damages to district facilities and vehicles.

Daily Activity Report
(Please utilize the following instructions to document employee work time)

School and Department Staff – A new DAR is to be completed each day that work is performed in preparation for the pending disaster (i.e. hurricane, tornado etc.), when employees are performing work in a shelter and after the disaster when staff is putting the school or ancillary facility back into operating status. The following applies to hurricane losses, but this process should be used to report activities for all disasters.

As the storm approaches: Document employee time spent unplugging computers and covering them with plastic, moving books and papers off the floor, closing storm shutters, moving movable items from the outside to the inside, powering down the computer server, putting plywood over windows or doors, powering down the HVAC system, taking down playground or ball field tarps or canvass coverings, moving and tying down buses and other vehicles etc. This is a partial listing and should be used as a guide. If employees have performed tasks not listed, please list everything they did in preparation for the storm. The form should also include a listing of items purchased in preparation for the storm such as: plywood, batteries, flashlights, plastic bags, food supplies, etc. Receipts for these items should be copied and attached to the DAR and sent to Risk Management after the storm.

During the storm: Document employee time spent signing the public into the shelter, repairing or maintaining generators, preparing and serving food, keeping bathrooms clean and in operating order, mopping up water, fixing emergency items during the storm, controlling the crowds etc. This is a partial listing and should be used as a guide. If employees have performed tasks not listed above, please list everything they did from the time the shelter opened and until it closes.

After the storm: Document employee time removing plastic and unplugging computers, putting books and papers back on the shelf, opening and stowing shutters, moving items stored inside back outside, powering up the computer server and establish
communications with the main server, removing plywood from any window or door previously covered, powering up the HVAC systems, putting playground and ball field tarps and canvas back into place, untying and moving buses back to their normal compound, cleaning and waxing floors that were wet due to the storm, replacing ceiling tiles that were wet due to wind driven rain (it is important to count the number of ceiling tiles replaced and by whom in each room), time spent putting temporary fixes into place until permanent repairs can take place such as: tarps on roofs, putting plywood over blown in walls, roofs, doors or broken windows, etc. This is a partial listing and should be used as a guide. If employees have performed tasks not listed above, please list everything they did from the time they returned to school after the storm and until all repairs are completed. This can take several days, weeks or months depending on the damage. The DAR should be utilized every day until all repairs have been completed however large or minute. The form should also include a listing of items purchased for temporary or permanent repairs such as: tarps, plywood, batteries, flashlights, plastic bags, cleaning supplies, rental equipment or vehicles, etc. Receipts for these items should be copied and attached to the DAR copy sent to Risk Management after the storm. The Daily Activity Report is a 24 hour snapshot of work activities. Because a new DAR is to be completed each day that work is being performed, it is imperative that the employee document the time they started performing storm related work that day as well as the time they stopped performing storm related work that day. If the employee works beyond midnight, the employee should list the last hour worked that day as 11:59 PM and then start the next day’s DAR with 12:00 AM as their in time.

The original copy of this form should remain with the site administrator or their designee and a copy of the form should be sent to the Office of Risk Management. The form will be used by the site administrator or their designee to record time worked by the employee that may result in compensation to the employee for work performed; therefore the completeness of this form is critical. The school or ancillary site should make enough copies to document at least 7 days of work by their employees and volunteers. We also suggest that the form be completed on the day the work is actually performed as it is often very difficult to recreate actual time spent performing these task days, weeks or months after the event.

Disaster Relief Initial Inspection Form
(Please use this form to list all damages that occurred to facilities or vehicles due to the disaster)

School/Department Administrators (or those they assign) - as soon as practical after the disaster (i.e. hurricane, tornado etc.) has concluded use this form to document all damages to facilities (both exterior and interior damages). As recovery or cleanup efforts begin take this form and a camera into every interior room in each building and outside to view the outside areas of the school. The Office of Risk Management will send cameras in advance to schools and facilities that do not have a digital camera. If the school or
facility does not have a digital camera, please contact Risk Management in advance and cameras will be sent by courier. The Office of Risk Management will send cameras in advance to all schools and facilities in the event of a hurricane that is Category 2 or greater. Again, these instructions are tailored to hurricane losses, but they also apply to all disasters.

**Interior Damages:** the most noticeable interior damage will be to ceiling tile. Most wet tiles are in this condition because hurricane force winds blew water through crevices in the roof or soffit areas. It is very important to count and record all wet ceiling tiles in each room on the form. It is also very important to document the wet tile by taking a photograph of the wet tile; this would include any tile that has fallen to the floor. As you turn on lights or the air conditioning system it is important to document any room that is without power or where the HVAC system is not functioning. If the telephone system or equipment has been damaged, it is important to document any room with telephone equipment damage or if the system is not functioning. If the floors in any room are wet including all classrooms, hallways, gym floors, cafeteria etc, record this on the form and take a photo. When computers get plugged into their electrical outlets, note on the form any unit that is not working and take a photo. If textbooks are wet note the name of the book and list how many books are wet and take a photo. If walls are damaged, stained or destroyed, note this on the form and take a photograph. It is important that you follow this type of recording process in every interior room throughout the entire school. It is imperative that you record all of this information as it is not unusual for the actual damage to these areas to get worse as the days and weeks pass after the storm. The initial recording of this information will be the basis for our recovery efforts. It is also important to note that you should report any damage that is normal repaired by the maintenance department to them via that department's normal repair reporting process. What you list on this form, should coincide with the damages that you report to the maintenance department. The maintenance department work order should clearly list the damage and must also indicate that the damage was caused by winds/rain associated with the hurricane.

**Exterior Damage:** It is important to take the time to walk around all outside areas of each building including portables and playground equipment. As you walk around the building pay special attention to any metal that is displaced or missing from the side of any building, walkways, or roof tops. As you notice these damages, estimate how many feet of metal has been damaged or missing and write it on the form and then take a photograph. If the damage is roof shingles, estimate how many shingles are missing and then take a photograph. If you see damage to any building's soffit, downspouts or anything else on the exterior to the building, write it down on the form and take a photo. If playground equipment is damaged note it on the form and then take a photograph. If the school has debris, downed trees, bushes uprooted, etc., write it down on the form and take a photo. If fencing has been damaged, record it on the form and take a photo. The form should also be used to document any district vehicle damaged as well. This form should be used to report damage that may be traced back to the storm but that didn’t
arise until several weeks or months later. It is important that you follow this type of recording process for all outside areas of the school or facility until all damages are recorded. It is also important to note that you should report any building, walkway or portable damage to your facility to the maintenance department via that department’s normal reporting process. What you list on this form, should coincide with the damages that you report to the maintenance department. The maintenance department work order should clearly list the damage and must also indicate that the damage was caused by winds/rain associated with the hurricane.

Experience has shown that after a disaster it is difficult to predict if a school will have electricity. Another problematic issue is how long the school may be without electricity. For that reason, as the storm approaches make several copies of “Disaster Relief Inspection Form.” If this is done you will be able to document all damages without delay.

The original copy of these forms should be kept on file at the school/facility and a copy sent to the Director of Risk Management along with any supporting documentation. It is important to note that soon after the storm representatives from Federal Emergency Management Agency and the district’s property insurance carrier will come and view the damages you have reported on the Initial Damage Assessment form. Your completed form along with someone that has knowledge of these damages should be available during these visits to assist in pointing out and clarifying these and other damages. Maintenance and Risk Management employees will make visits to the school for up to one year after the event seeking the location of any damages.

If you have any questions on how or when to complete the above forms, please contact Risk Management for assistance.
**DAILY ACTIVITY REPORT FOR ALL EMPLOYEES AND VOLUNTEERS**

*Date Work Performed: _________________________ Storm/Event Name: _________________________ Page ____ of _____

*(Must be the date work was actually performed)*

Name of Facility Where Work was Performed: ____________________________ School/Department #: ____________________________

<table>
<thead>
<tr>
<th>EMPLOYEE LAST, FIRST NAME AND JOB TITLE</th>
<th>EMPLOYEE ID NUMBER</th>
<th>BUILDING NUMBER</th>
<th>ROOM NUMBER</th>
<th>**WORK PERFORMED AND EQUIPMENT/MATERIAL(S) USED</th>
<th>TIME IN</th>
<th>TIME OUT</th>
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<th>SUPERVISOR SIGNATURE</th>
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<th>PRINCIPAL/DIRECTOR SIGNATURE</th>
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*A new form must be completed each day that work relating to a hurricane is performed. Examples: Prep-Work, Repair Work, Clean-up, etc.**

**The form should list as much detail as possible to describe work performed, equipment used, and supplies that were used.**

**ORIGINAL: School/Department**

**COPY: Risk Management**

School Board of Brevard County -A9- Hurricane Evacuation Shelter Plan

Revised 6/5/18
## DISASTER RELIEF INITIAL INSPECTION FORM

**Name of Facility**
Inspected: ____________________________

**School/Dept #:** _______________________

**Address:** _____________________________

**Name of Employee(s)**
Completing Form: _______________________

**Date of Inspection:** ____________________

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<tr>
<th>BUILDING NUMBER</th>
<th>ROOM NUMBER</th>
<th>DESCRIBE THE DAMAGE</th>
<th>QUANTITY</th>
<th>*PHOTO TAKEN</th>
<th>PHOTO NUMBER</th>
<th>MAINT. DEPT. REFERENCE # OR WORK ORDER #</th>
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**COMMENTS:**

*ALL DAMAGE LISTED MUST BE PHOTOGRAPHED*

**ORIGINAL: School/Department**

**COPY: Risk Management AND Area Superintendent/Department Head**

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*Revised 6/5/18*

*School Board of Brevard County -A9- Hurricane Evacuation Shelter Plan*