

**INTERLOCAL AGREEMENT  
BETWEEN SARASOTA COUNTY AND THE SCHOOL BOARD OF SARASOTA  
COUNTY CONCERNING THE USE OF FACILITIES AS SHELTERS FOR  
EMERGENCY PURPOSES AND TRANSPORTATION OF RESIDENTS FOR  
EVACUATION PURPOSES**

**THIS INTERLOCAL AGREEMENT** (“Agreement”) is made and entered into as of the date of execution by both parties, by and between Sarasota County, a political subdivision of the State of Florida, hereafter referred to as “County,” and the School Board of Sarasota County, Florida, hereinafter referred to as “School Board.”

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

**WHEREAS**, Part 1 of Chapter 163, Florida Statutes permits public agencies, as defined in Section 163.01(3)(b), to enter into interlocal agreements 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 the necessary personnel to staff such facilities; and

**WHEREAS**, the Florida Department of Emergency Management (“FDEM”) is requiring each county and county school board to enter into an agreement specifying who will be responsible for paying for sheltering expenses and applying for federal and state reimbursement for such expenses; and

**WHEREAS**, the County and the School Board, together constituting the “Parties” to this Agreement, mutually desire that the School Board make available certain school facilities for emergency shelters and the personnel to staff such shelters and providing for reimbursement of certain expenses.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, the Parties agree as follows:

**1. Recitals**

The foregoing recitals are true and correct and are incorporated herein by this reference.

## **2. Purpose**

Upon request of County, the School Board will permit the use of specific mutually agreed upon public school facilities set forth in Exhibit A, attached hereto and made a part hereof, by County for sheltering as emergency evacuation centers in advance of a potential emergency and during and after an emergency. Use of the public-school facilities as evacuation centers shall be in accordance with all applicable laws, ordinances and School Board Policies, including but not limited to prohibitions against the possession and/or use of firearms, tobacco products and illegal drugs on School Board-owned property. The School Board shall have the absolute discretion to remove from an evacuation center any member of the public who violates any of the applicable laws, ordinances or School Board Policies, subject to weather conditions permitting safe travel. The School Board will also make available school buses and school bus drivers to assist in evacuation purposes as requested by the County.

## **3. Staffing**

A. The County and the School Board shall annually review the joint evacuation center staffing plan set forth in Exhibits B and C, attached hereto and made a part hereof ("Staffing Plan"), which may be amended as needed with written agreement by the County Administrator and School District Superintendent. The Staffing Plan amendments should be completed by May 1<sup>st</sup> of each year.

B. ***School Board*** - School Board agrees to operate, and staff the evacuation centers with School Board personnel to provide food services, custodial and maintenance support, and security, including food services staff, custodians, school police officers, school nurses, and appropriate administrative staff in accordance with the Staffing Plan.

C. **County** – County agrees to provide an evacuation center manager and staffing to support registration, client support, pet support, and county medics at both medically dependent evacuation centers and general population evacuation centers in accordance with the Staffing Plan.

D. Authority for all evacuation center operations resides with the evacuation center manager provided by the County, while authority for facility support resides with the school principal. The evacuation center manager, school principal, and the Health and Human Services lead will be colocated throughout the operation, and work jointly in a coordinated command structure. Final decisions on shelter operations will be approved by the evacuation center manager. The School Board also agrees to make available school buses and bus drivers to transport residents in support of evacuation orders.

## **4. Eligible Sheltering Expenses**

Invoices presented by School Board to the County for the actual cost and expenses incurred in the provision of evacuation centers and emergency transportation services ("Sheltering Expenses") shall be strictly limited to reasonably interpreted eligible sheltering expenses as defined by current applicable FEMA Public Assistance and Policy Guidance, any additional disaster specific guidance, and/or other updated policy guidance as it relates to sheltering expenses from the FEMA Public Assistance Program and as reasonably determined by the

County (“Eligible Sheltering Expenses”). Eligible Sheltering Expenses are reimbursable by the County regardless of whether the County receives reimbursement for such expenses. Notwithstanding the forgoing, expenses for sheltering at evacuation centers and transportation operations deemed not eligible by FEMA but provided by the School Board at the request of the County, shall also be deemed Eligible Sheltering Expenses.

#### **5. State-Directed Sheltering Expenses**

The School Board will track State-directed evacuation centers of the School Board separate from the County-directed evacuation centers for cost tracking purposes. Separate invoices shall be presented to the County by the School Board for these State-directed costs in accordance with Section 6, and Sheltering Expenses shall be limited to those defined as Eligible Sheltering Expenses under Section 4.

#### **6. Reimbursement**

**A.** The County shall be responsible for reimbursing the School Board for all Eligible Sheltering Expenses incurred by the School Board in providing the school facilities pursuant to the County’s request in accordance with the Shelter Plan and transportation services as requested by the County.

**B.** In the event a disaster has been declared, the County shall submit its claims for reimbursement directly through the Federal Emergency Management Agency (FEMA) Public Assistance (PA) Program, FDEM, and/or other federal or state reimbursement program. The County will submit project worksheets (“PW”) or similar request documentation to FEMA FDEM and/or other federal or state reimbursement program for approval of eligible project expenses. The School Board shall provide information requested by the County in support of completing the PW. The County will bear the risk that FEMA, FDEM and/or other federal or state reimbursement program does not approve full reimbursement of an expense, or that a disaster is not declared.

**C.** The School Board shall submit an invoice or invoices documenting all reasonable and necessary Eligible Sheltering Expenses incurred by the School Board in providing the school facilities and transportation services pursuant to the County’s request to the County’s Division of Emergency Management. The County may require additional documentation of costs and expenses sufficient to verify the invoiced expenditures. School Board staff costs will be reimbursed in accordance with the School Board’s Emergency Pay Policy for essential emergency or disaster employees, as amended from time to time. The School Board will submit an invoice to the County with supporting documentation that will include employee name, job title, hourly rate, regular and overtime hours separately, copies of time sheets, purpose of work and proof of payment. School Board transportation equipment costs will be reimbursed on a cost per miles driven or hourly usage basis according to the applicable FEMA Equipment reimbursable rates. The School Board will submit an invoice to the County for transportation services with supporting documentation to include bus number, FEMA equipment code, operator, dates of service, total miles driven each day, destinations, and hours in service.

**D. Review of Documentation by County.**

- i. **Initial Review.** Upon receipt of the invoices and related documentation described in Section 6 above, the County shall conduct its own review of any School Board invoices and supporting documentation. The County shall have thirty days to review the documentation for eligibility.
- ii. **Eligibility Determination.**
  - a. Not eligible. The County shall notify the School Board of ineligible items within ten days of concluding its review on those items. The County shall provide School Board with a written explanation of the basis of the rejection regarding such cost or expense. If the School Board disagrees with the rejection, the Parties shall attempt to resolve the dispute in accordance with the provisions of Section 21 of this Agreement.
  - b. Eligible. Sheltering Expenses determined to be eligible for reimbursement shall be approved for payment.
  - c. Additional information needed. If additional information is needed to determine eligibility, County shall promptly request such additional information. School Board shall reply to such requests within 30 days. This process may continue until a determination is made on eligibility.
- iii. **Additional Information.** School Board shall respond to questions and provide additional documentation as may be needed to determine either initial eligibility, or to support the County in its requests for reimbursement for the Eligible Sheltering Expenses from state or federal reimbursement programs. Additional supporting documentation provided by School Board may include, but is not limited to: Payroll policies, union contracts, timecards, fringe rates, procurement documentation, equipment logs, invoices, and proof of payments.

E. Reimbursement requests will be paid within sixty (60) days following the County's determination of eligibility of the Sheltering Expenses listed on the invoice for payment. If all or any portion of an invoice is determined by the County to be ineligible for reimbursement, the County shall not be obligated to reimburse School Board for such ineligible Sheltering Expenses.

**7. Liability**

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

The County shall reimburse the School Board for the actual cost to repair or replace School Board-owned real and personal property that is lost or damaged due to the use of the school facility as an emergency shelter, unless such loss or damage is caused by School Board employees or unless damage was caused by the actual disaster (e.g., hurricane related property damage). The School Board shall promptly notify the County of any such loss or damage and County shall reimburse the School Board as provided in Section 6. Upon receipt by School Board of any actual insurance proceeds for claims paid by the County, the County shall be reimbursed those proceeds.

#### **8. No Indemnification**

Each Party hereto 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, F.S. Nothing herein shall be construed as a 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.

#### **9. Non-Discrimination**

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

#### **10. Modifications**

This Agreement may be modified or amended only by mutual written consent of the Parties. Notwithstanding the foregoing, the Parties agree that Exhibit A may be amended or supplemented from time to time upon the mutual written agreement of the School Board's Superintendent and the County Administrator or their designee without formal amendment hereto.

#### **11. Relationship of the Parties**

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

#### **12. No Third-Party Beneficiaries**

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

#### **13. Notices**

All notices to be provided hereunder shall be in writing and given by personal service, by United States certified mail, return receipt requested, and postage prepaid, or by nationally recognized overnight carrier, addresses as follows:

If to County to: County Administrator  
1660 Ringling Blvd., 2<sup>nd</sup> Fl  
Sarasota, FL 34236

With Copy to: Director Emergency Services  
6050 Porter Way  
Sarasota, FL 34232

And County Attorney  
1660 Ringling Blvd., 2<sup>nd</sup> Fl  
Sarasota, FL 34236

If to School Board to: Superintendent of Schools  
1960 Landings Blvd  
Sarasota, FL 34231

With Copy to: Chief Operating Officer  
1960 Landings Blvd  
Sarasota, FL 34231

And General Counsel  
1960 Landings Blvd  
Sarasota, FL 34231

#### **14. Severability**

The invalidity or unenforceability of any provision or clause hereof shall in no way affect the validity or enforceability of any other clause or provision hereof.

#### **15. Waiver and Delay**

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

#### **16. Assignment; Binding Agreement**

Neither party shall assign this Agreement or any interest herein without the written consent of the other party, which consent shall not be unreasonably withheld or delayed. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

#### **17. Governing Law and Venue**

This Agreement shall be construed and interpreted under the laws of the State of Florida, without giving effect to principles of conflict of laws, except where specifically preempted by federal law. The Parties mutually agree that the exclusive venue with respect to any litigation in connection with this Agreement shall be in the State Courts in and for Sarasota County, Florida

and/or the United States District Court in and for the Middle District of Florida – Tampa Division.

### **18. Execution, Term and Termination**

This Agreement shall be executed by the School Board first, followed by execution by the County. Pursuant to Section 163.01(11), Florida Statutes, this Agreement shall become effective upon the filing of the fully executed Agreement with the Clerk of the Circuit Court for Sarasota County, Florida (the “Effective Date”). The term of this Agreement shall commence on the date of County execution and shall remain in effect until December 31, 2026, unless sooner replaced by a substitute agreement or otherwise terminated in accordance with this paragraph. This Agreement may be terminated with or without cause by either party to the Agreement by providing at least one hundred eighty (180) days prior written notice to the other party, but in no event shall this Agreement terminate during the period of June 1 through November 30 of each year (“Hurricane Season”), or during any County declared state of emergency. A notice of termination shall be held in abeyance until the conclusion of the Hurricane Season or a declared state of emergency.

### **19. 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, F.S., 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 law.

### **20. Construction**

The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

### **21. Dispute Resolution**

In the event of a dispute between the School Board and County regarding the delivery of services under this Agreement, the School Board Chief Financial Officer and the County Emergency Services Director shall review such dispute and negotiate a mutually acceptable resolution. The decision of the School Board Chief Financial Officer and County Emergency Services Director shall be final. In the event the School Board Chief Financial Officer and County Emergency Services Director are unable to agree, the matter shall be referred to the County Administrator and School Board Superintendent. If they are unable to agree, either party may bring a civil action. The Parties expressly waive the provisions of Chapter 164, Florida Statutes.

### **22. 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.

### **23. Force Majeure**

The Parties are entering into this Agreement in a cooperative effort and consistent with their respective statutory obligations to respond to emergency conditions through the provision of sheltering and transportation services during a declared state(s) of emergency. Therefore, the Parties agree that the occurrence of emergency conditions within Sarasota County will not alone forgive the performance of the obligations under this Agreement. However, in the event that either Party's ability to perform any particular duty, requirement or obligation under this Agreement is actually 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"), then the Party asserting such Force Majeure shall promptly notify the other Party of the Force Majeure condition. Thereafter, the Parties agree to work in good faith to explore reasonable alternatives to meet the required sheltering and transportation needs of the public. In no event shall a lack of funds on the part of any party be deemed Force Majeure.

### **24. 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. For the avoidance of doubt, all reimbursement obligations, including the obligation to provide additional information, survive termination.

### **25. Waiver of Jury Trial**

Each of the Parties hereby knowingly, voluntarily, and intentionally waives the right either of them may have to a trial by jury in respect of any litigation based hereon, or arising out of, under or in connection with this Agreement.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

**IN WITNESS WHEREOF**, the County and the School Board have executed this Agreement as of the date last written below.

BOARD OF COUNTY COMMISSIONERS  
OF SARASOTA COUNTY, FLORIDA

By: \_\_\_\_\_  
Chair

ATTEST:

Date: \_\_\_\_\_

Clerk of the Circuit Court and Ex-Officio Clerk of  
the Board of County Commissioners of Sarasota  
County,  
Florida

By: \_\_\_\_\_  
Deputy Clerk

Approved as to form and content

By: \_\_\_\_\_  
County Attorney

SCHOOL BOARD OF SARASOTA  
COUNTY, FLORIDA

By: \_\_\_\_\_  
\_\_\_\_\_, Chair

Date: \_\_\_\_\_

Approved as to Form and Legal Content  
by Shumaker, Loop & Kendrick, LLP  
Attorneys for The School Board  
of Sarasota County, Florida  
Signed: MRM  
Date: July 17, 2023

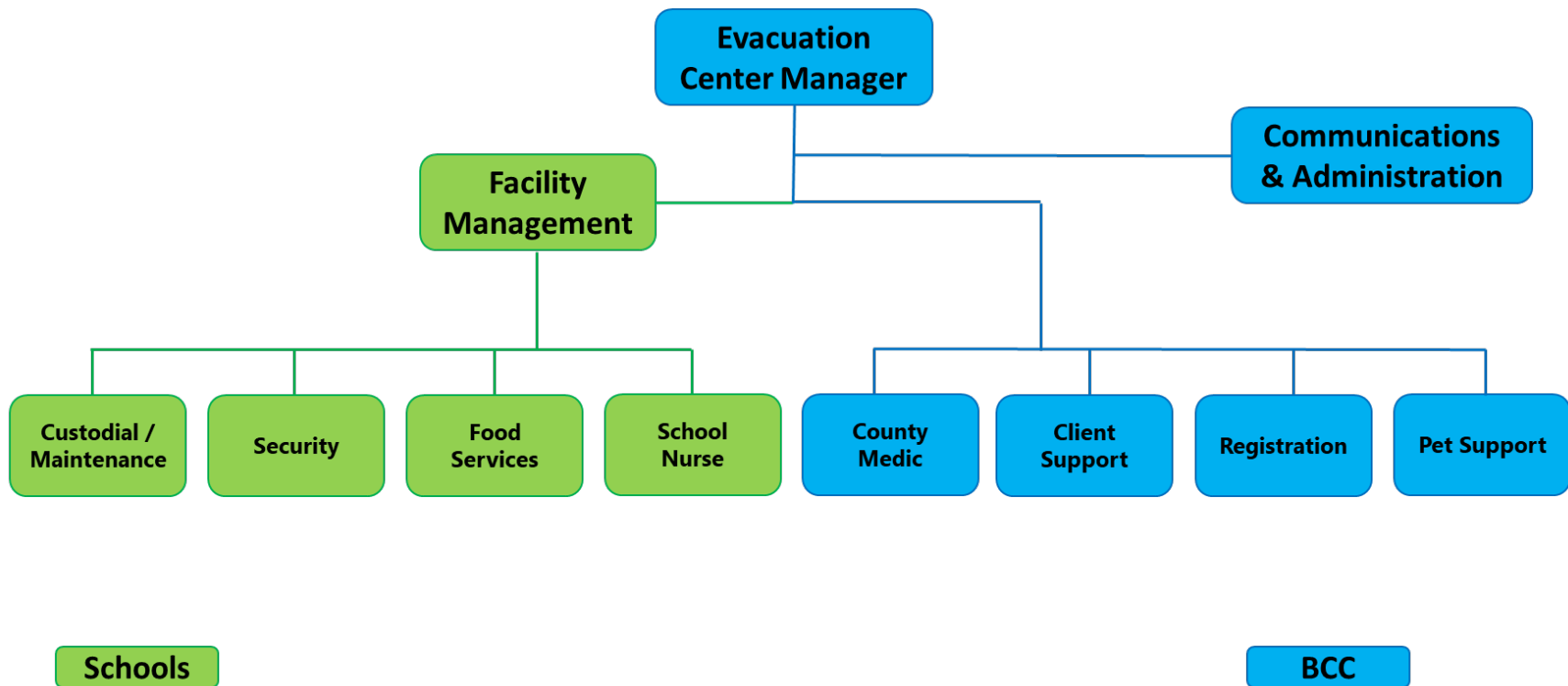
**EXHIBIT A****EVACUATION CENTERS**

<b>Facility</b>	<b>Location</b>
<b>General Population</b>	
Atwater Elementary	4701 Huntsville Ave., North Port, FL 34288
Booker High	3201 N. Orange Ave., Sarasota, FL 34234
Brookside Middle	3636 South Shade Ave., Sarasota, FL 34239
Fruitville Elementary	601 N. Honore Ave., Sarasota, FL 34232
Gulf Gate Elementary	6500 S. Lockwood Ridge Road, Sarasota, FL 34231
Heron Creek Middle	6501 W. Price Blvd, North Port, FL 34291
North Port High	6400 West Price Blvd, North Port, FL 34291
Phillippi Shores Elementary	4747 S. Tamiami Trail, Sarasota, FL 34231
Riverview High	1 Ram Way, Sarasota, FL 34231
Southside Elementary	1901 Webber Street, Sarasota, FL 34239
Taylor Ranch Elementary	2500 Taylor Ranch Trail, Venice, FL 34293
Woodland Middle	2700 Panacea Blvd., North Port, FL 34289
<b>Medically Dependent</b>	
Lamarque Elementary	3415 Lamarque Ave, North Port, FL 34286
Tatum Ridge Elementary	4100 Tatum Ridge Rd., Sarasota, FL 34240
Cranberry Elementary	2775 Shalimar Terrace, North Port, FL 34286



**EXHIBIT B**  
GENERAL POPULATION EVACUATION CENTER STAFFING PLAN

Basic Evacuation Center Organization: General Population Facility



**EXHIBIT C**  
**MEDICALLY DEPENDENT CENTER STAFFING PLAN**

Basic Evacuation Center Organization: Medically Dependent Facility

