

**EMERGENCY MANAGEMENT INTERLOCAL AGREEMENT
FOR PREPAREDNESS AND RESPONSE**

This Emergency Management Interlocal Agreement for Preparedness and Response (hereafter "Agreement"), which becomes effective on the ____ day of ____, 2019 (hereafter "Effective Date"), is made and entered into, by and between the SHERIFF OF NASSAU COUNTY, FLORIDA, a constitutional officer of the State of Florida, located at 77151 Citizens Circle, Yulee, Florida 32097, (hereinafter "Sheriff"), the NASSAU COUNTY SCHOOL DISTRICT, a school District established pursuant to Chapter 1001, Florida Statutes, located at 1201 Atlantic Avenue, Fernandina Beach, FL 32034 (hereafter "District"), and NASSAU COUNTY, a political subdivision of the State of Florida, located at 96135 Nassau Place, Suite 1, Yulee, Florida, (hereinafter "County"). It is acknowledged, understood, and agreed by Sheriff, District, and County that this Agreement is expressly intended to be retroactive and retrospective, as a memorialization of the mutual assent of the parties for the unified preparedness and response for all hurricanes and declared state or local emergencies affecting Nassau County, Florida, as well as for the prospective mutual aid of each respective party pursuant to Chapter 252, Florida Statutes, and Section 125.01, Florida Statutes.

WHEREAS, Section 252.38, Florida Statutes, proclaims that the County, as a political subdivision of the State of Florida, has an innate responsibility to safeguard the life and property of its citizens;

WHEREAS, the County has entered into an agreement with Sheriff, pursuant to Chapter 125.01(1)(p), Florida Statutes, for performance by Sheriff on behalf of the County, or joint performance, of emergency management functions including oversight and operation of the Nassau County Emergency Operations Center ("EOC");

WHEREAS, Section 252.385, Florida Statutes, establishes that public facilities, including schools 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 agency;

WHEREAS, Section 252.385, Florida Statutes, requires the local emergency management agency to coordinate with the appropriate school board to ensure that designated facilities are ready to activate prior to a specific declared state or local emergency or hurricane, and to request the use of such facilities as public hurricane evacuation shelters;

WHEREAS, in furtherance of the Nassau County Comprehensive Emergency Management Plan, the Sheriff, District and County recognize the mutual benefits that will arise as the result of the District and its personnel coordinating with the Sheriff and County before, during, and after a declared state or local emergency or hurricane; and

WHEREAS, the Sheriff, District and County wish to establish consistent policies and procedures for the designation of school facilities and coordination of emergency uses in the event of a declared state or local emergency or hurricane;

WHEREAS, the Sheriff, District and County wish to establish consistent policies and procedures for the coordination and use of District vehicles and employees in the event of an emergency evacuation or other mutually agreeable emergency use or function;

NOW THEREFORE, in consideration of the mutual promises made herein, and for other good and valuable consideration, receipt of which is hereby acknowledged by Sheriff, District and County as having been given and received in full, the Sheriff, District, and County intend to be legally bound and hereby agree as follows:

1. **RECITALS.** The above recitals are true and correct, and are incorporated herein by reference as a material part of this Agreement.
2. **PURPOSE.** The purpose of this Agreement is to provide for cooperation and coordination between the Sheriff, County and District in carrying out responsibilities to serve the people of Nassau County before, during and after declared state or local emergencies or, hurricanes.
3. **OBLIGATIONS OF THE NASSAU COUNTY EMERGENCY OPERATIONS CENTER.** The Sheriff and County, through the Nassau County Emergency Management Director, agree to:
 - A. implement to the fullest extent possible the Nassau County Comprehensive Emergency Management Plan (February 2014) (attached hereto as Exhibit "A"), including but not limited to, providing assistance to the District for emergency and disaster preparedness and readiness for opening public shelters during hurricanes or during a declared state or local emergency, and to reimburse the District for all costs that it has incurred that are associated with the use of its schools, District employees, and District vehicles as a result of such events, with said reimbursement to take place as soon as practicable considering the fiscal obligations of County resulting from a state of emergency or hurricane, and only upon receipt of the documentation identified in Section 4.U. below;
 - B. coordinate with the District to identify and designate suitable school facilities to serve as emergency public hurricane shelters before, during or after hurricanes or any other declared state or local emergencies, considering the Standards for Hurricane Evacuation Selection, ARC 4496 (attached hereto as Exhibit "B");
 - C. coordinate with the District to identify and designate suitable school facilities to serve as "pet friendly" emergency public shelters pursuant to Section 252.3568, Florida Statutes;
 - D. coordinate with the District to identify and designate suitable school facilities to serve as "special needs" emergency public shelters, or public shelters for individuals

requiring segregation (such as sexual predators and offenders) before, during or after hurricanes and other declared state or local emergencies, considering the Standards for Hurricane Evacuation Selection, ARC 4496 (attached hereto as Exhibit "B");

- E. coordinate with the District, as outlined herein, to establish a mutually agreeable staffing plan for all shelters before, during or after declared state or local emergencies or hurricanes, based upon the then existing reasonably expected staffing resources of the District, County and any volunteer, State, or Federal assistance;
- F. coordinate all requests, regardless of requesting agency, for use of school facilities for any hurricane or other State or local state of emergency purposes;
- G. conduct analysis of newly constructed school facilities to determine the suitability of such facilities as emergency public shelters pursuant to Chapter 252, Florida Statutes;
- H. contingent upon the availability of funding, provide materials, equipment and supplies that improve the use of, or increase the capacity of, school facilities to serve as emergency public shelters, to include, but not be limited to, shutters or other code approved window protection, emergency power connections, emergency generators, and medical equipment, and to the extent practical, retrofitting existing facilities for use of same, including but not limited to, participating and taking appropriate action and measures resulting from the Florida Department of Emergency Management Shelter Retrofit program;
- I. identify emergency or disaster transportation priorities in cooperation with District, and establish a written protocol for transportation of individuals determined to be at risk by the Nassau County Emergency Management Director;
- J. determine and coordinate emergency transportation resource needs, including the potential use of District buses and other transportation assets, fuel and fueling sites;
- K. identify origins and destinations for emergency transportation resources before, during and after an emergency or disaster;
- L. identify and determine food service needs and activities at activated emergency public shelters;
- M. provide as much advance notice as possible to the District for the need of District shelter or transportation resource or staffing assistance;
- N. provide space in the Nassau County Emergency Operations Center for a District representative and any reasonably necessary support staff, as determined by the Nassau County Director of Emergency Management; and

- O. coordinate with the District to establish the necessary communication resources and protocols needed to coordinate the use of District assistance before, during and after an emergency or disaster.

4. **OBLIGATIONS OF DISTRICT.** The District through its Superintendent, School Board or designee, agree to:

- A. provide all necessary and requested assistance, to the lawful extent possible, to the Sheriff or County during a hurricane or when a state or local emergency is declared by Nassau County as authorized by Section 252.38, Florida Statutes, in a manner consistent with the State comprehensive Emergency Management Plan, any Nassau County Emergency Management Plan, any supporting plans and procedures written in accordance with those plans or this Agreement;
- B. participate to the extent possible and practicable in all emergency management training, exercises, and drills, to enhance hurricane and State and local declared state of emergency preparedness and response and recovery capabilities in an effort to ensure the health, safety and welfare of the community;
- C. exercise its authority to declare the closing and opening of public schools in furtherance of the State comprehensive Emergency Management Plan, the Nassau County Emergency Management Plan, and any supporting or supplemental plans and procedures written in accordance with those plans or this Agreement;
- D. approve and timely release all oral and/or written communications regarding the opening and closing of public schools;
- E. notify all District employees to remove all personal property from classrooms or other physical areas that are not secure and which are designated for use as an emergency public shelter space;
- F. maintain equipment purchased, provided, or assigned to District pursuant to mutual agreement of the parties, in good repair and operational condition, in accordance with manufacturer's recommendations or other accepted or agreed upon standards, grant requirements or other funding source requirements;
- G. provide, to the extent practical, access to District fueling sites and fuel for Sheriff and County emergency responders and agencies, entities, divisions, or branches during hurricanes or during a declared state or local emergency;
- H. provide access and use to all District owned school buses, to be operated solely by District employees if available, upon completion of normal student transportation operations, to be utilized at the determination of the Emergency Management Director for transportation before, during or after hurricanes and other declared state or local emergencies, including but not limited to, the transportation of personnel to pre-disaster staging areas and to disaster recovery centers;

- I. permit County fire rescue personnel or authorized Sheriff's personnel to drive and operate District owned vehicles only in the event District employees are not available to satisfy the evacuation needs or other mutually agreed upon uses pursuant to this Agreement or Florida law; it is further acknowledged, understood, and agreed by all parties that any liability connected with the use or operation of a District owned bus as driven or operated by County or Sheriff's personnel will be governed by Paragraph 7 of this Agreement;
- J. establish a plan to safeguard, protect, and maintain operational readiness of District shelters, buses, and personnel before landfall in a hurricane, or before any other declared state or local emergency, when notified by the Emergency Management Director;
- K. identify District staff and personnel to be assigned, rostered, and trained to staff mutually agreeable key positions at the Emergency Operation Center, or at any school, shelter, transportation facility or other facility of District; this training will include, but is not limited to, FEMA independent online study courses IS-100, IS-200, IS-700, and IS-800; The Nassau County Superintendent of Schools and the Nassau County Emergency Management Director may, from time to time, amend the roster of key positions and requisite training for staffing the Emergency Operations Center pursuant to this Agreement.
- L. identify District staff and personnel to be assigned, rostered and trained to support and operate shelter food service and transportation and evacuation key positions. The Nassau County Superintendent of Schools and the Nassau County Emergency Management Director may, from time to time, amend the roster of key positions and requisite training for staffing the Emergency Operations Center pursuant to this Agreement.
- M. maintain three days of supplies, food and water necessary to prepare and serve three meals per day based on a total shelter occupancy for designated shelters, and provide District food preparation and service personnel to perform this paragraph during, before, or after declared state or local emergencies or hurricanes;
- N. obtain written approval and designation within 60 days from the date of execution of this Agreement from the Nassau County Emergency Management Director of suitable school facilities to serve as emergency public shelters before, during or after declared state or local emergencies or hurricanes, considering the Standards for Hurricane Evacuation Selection, ARC 4496 (attached hereto as Exhibit "A"); this shall include the establishment and designation of certain shelters for limited duration electrically dependent occupants (i.e. occupants with sensitive electrically dependent medical equipment);
- O. obtain written approval and designation within 60 days from the date of execution of this Agreement from the Nassau County Emergency Management Director of suitable

school facilities to serve as “pet friendly” emergency public shelters pursuant to Section 252.3568, Florida Statutes; the District acknowledges, understands and agrees that all designated emergency shelters, whether or not designated as “pet friendly,” are prohibited from rejecting the sheltering of a service animal as defined by any applicable State of Florida or Federal law; the District will, to the extent practical, attempt to make areas of all emergency public shelters pet friendly within three years from the execution of this Agreement;

- P. obtain written approval and designation within 60 days from the date of execution of this Agreement from the Nassau County Emergency Management Director of suitable school facilities to serve as “special needs” emergency public shelters (i.e. ADA compliant facilities, facilities able to handle individuals with Alzheimer’s specific needs, etc.), or to serve as emergency public shelters for individuals requiring segregation (such as sexual predators and offenders), before, during or after declared state or local emergencies or hurricanes);
- Q. provide personnel to adequately staff all emergency public shelters during, before, or after declared state or local emergencies or hurricanes for at least 72 hours;
- R. assist the Sheriff or County in establishing written, coordinated, and mutually agreed upon plans to supplement the State comprehensive Emergency Management Plan, any Nassau County Emergency Management Plan, and this Agreement, including but not limited to:
 - a. communication protocols to coordinate the use of District personnel, assets, or assistance,
 - b. transportation plans detailing the activation and use of District buses,
 - c. food preparation and service plans for all designated emergency public shelters;
 - d. detailed staffing plans for the utilization of District personnel at all designated emergency public shelters;
- S. analyze, evaluate, update, and revise all supplemental plans or protocols written pursuant to this Agreement on an annual basis in a coordinated meeting with the Emergency Management Director and County designee;
- T. to assist in the review of the Nassau County Emergency Management Plan and the State of Florida’s Statewide Mutual Aid Agreement at least annually or as otherwise required by the State of Florida or Florida law;
- U. participate, to the extent practical, in all training and exercises related to the implementation of the State comprehensive Emergency Management Plan, the Nassau County Emergency Management Plan, and any supporting plans and procedures written in accordance with those plans or this Agreement;

V. assign and train a District Emergency Management Coordinator who will facilitate all planning, training and exercises in furtherance of this Agreement and the Nassau County Emergency Management Plan;

W. District shall provide the Sheriff and County all necessary documentation within the District's control or possession to enable the Sheriff or County to be reimbursed from other sources as the result of the County's expenditures. The following list of expense categories, which is not all inclusive, will be tracked for submission to the County for reimbursement as further agreed and authorized by this Agreement:

- i. Salaries and benefits for District personnel resulting from the operation of shelters and other operations during, before, or after declared state or local emergencies or hurricanes resulting from a request by the County or Sheriff to perform those operations as part of a hurricane or State or local declared state of emergency
- ii. Food Costs for sheltering
- iii. Generator costs for sheltering
- iv. Supply costs for sheltering - toilet paper, cleaning supplies, etc.
- v. Salaries and benefits for transportation services related to sheltering.
- vi. Equipment costs for vehicles used to transport people to the shelters. (Buses, vans, and trucks)

X. the Sheriff or County may seek to recover funds from federal agencies when a declaration has been issued, pursuant to Section 400.063, Florida Statutes, which provides for nursing homes to use their Resident Protection Trust Fund to pay transportation of residents upon the declaration of a state of local emergency, pursuant to Section 252.38(6)(e), Florida Statutes; all parties acknowledge, agree and understand that any funds obtained will be tendered to District to offset and reduce costs paid to the District, or will be retained by County or Sheriff respectively if the County and Sheriff have already reimbursed District per the terms of this Agreement.

5. **EMPLOYEES OF EACH RESPECTIVE PARTY.** The Sheriff, County and District each acknowledge, understand and agree that throughout the term of this Agreement and during the performance of the obligations herein, each party shall maintain medical and workers compensation insurance coverage for its respective employees activated to carry out the obligations and responsibilities set forth in this Agreement or any plan or procedure established pursuant to this Agreement or referenced in this Agreement. Employees of each party shall not be construed to be either agents or employees of any other party for purposes of this Agreement.

6. **EXECUTION OF AGREEMENT.** Pursuant to Section 163.01(1), Florida Statutes, this Agreement shall take effect after it has been signed by the Sheriff, the County and the District, and upon being duly filed with the Clerk of the Court of Nassau County.

7. **LIABILITY.** Each party agrees that it shall be solely responsible for the negligent acts or omissions of its respective officers, employees, contractors and agents. Nothing contained

herein shall constitute a waiver by any party of its sovereign immunity or a waiver of the limitations on liability, claims, or judgments as set forth in section 768.28, Florida Statutes.

8. **ENTIRE AGREEMENT AND PRIOR UNDERSTANDINGS.** This Agreement contains the entire memorialization of mutual assent between the parties and is intended as a final expression of the parties' agreement with respect to all terms included in this Agreement. This Agreement supersedes any and all prior agreements, negotiations, stipulations, understandings, or representations.
9. **CONSTRUCTION AND APPLICATION.** The section headings or titles in this Agreement are for convenience only and not a part hereof and shall have no effect upon the construction or interpretation of the Agreement. This Agreement shall not be construed against any party as the "drafter" of this Agreement, as the intent of the parties and resulting Agreement is a collaborative effort of both parties.
10. **SEVERABILITY.** Each provision of this Agreement is intended to be severable. If any court of competent jurisdiction determines that any provision of this Agreement is invalid, illegal or unenforceable in any respect, the rest of the Agreement will remain in force.
11. **AMENDMENT.** Any alterations, amendments, deletions, or waiver of any provisions of this Agreement shall be done in writing and signed by the Sheriff, Chairman of the Board of County Commissioners, the Nassau County, Superintendent, and Chair of the District. No alteration, amendment, deletion, or wavier of any provision shall become valid or effective until executed in conformity with this paragraph.
12. **TERMINATION.** This Agreement may be terminated by any party upon ninety (90) days written notice to the other party.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE MADE AND EXECUTED THIS INSTRUMENT FOR THE PURPOSE HEREIN EXPRESSED.

ATTEST:

NASSAU COUNTY SHERIFF'S OFFICE

Bill Leeper
Sheriff, Nassau County, Florida

Date: _____

For the use and reliance of Bill Leeper, Sheriff, Nassau County, Florida, only approval as to form and legal sufficiency:

Bobby Lippelman
General Counsel
Nassau County Sheriff's Office

NASSAU COUNTY SCHOOL DISTRICT

Dr. Kathy Burns, Superintendent
Nassau County School District

Donna Martin, Chairman
Nassau County School District

Date: 2/14/19

As authorized for execution by the Nassau County School District at its meeting on this
14 day of FEBRUARY 2019.

For the use and reliance of Nassau County School District, only approval as to form and legal sufficiency:

School Board Attorney

NASSAU BOARD OF COUNTY COMMISSIONERS

Pat Edwards, Chairman
Nassau Board of County Commissioners

John A. Crawford
Ex-Officio Clerk

Date: _____

As authorized for execution by the Nassau Board of County Commissioners at its meeting on this ____ day of _____ 2019.

For the use and reliance of Nassau County, only approval as to form and legal sufficiency:

Mike Mullin
County Attorney