

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 07/15/2019

Contract/Lease Control #: C19-2823-PS

Procurement#: NA

Contract/Lease Type: AGREEMENT

Award To/Lessee: OKALOOSA COUNTY SCHOOL BOARD

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 07/09/2019

Expiration Date: 07/08/2024 W/1 5 YR RENEWAL

Description of Contract/Lease: EMERGENCY SHELTERS IN OKALOOSA COUNTY

Department: PS

Department Monitor: VAUGHN

Monitor's Telephone #: 850-689-5690

Monitor's FAX # or E-mail: SVAUGHN@MYOKALOOSA.COM

Closed:

Cc: Finance Department Contracts & Grants Office

**PROCUREMENT/CONTRACT/LEASE
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: TBD Tracking Number: 3313-19
Procurement/Contractor/Lessee Name: OC School Board Grant Funded: YES NO
Purpose: Interlocal agreement Emergency shelters
Date/Term: 5 YRS - 5 yr renewal 1. GREATER THAN \$100,000
Amount: reimbursement contract 2. GREATER THAN \$50,000
Department: PS 3. \$50,000 OR LESS
Dept. Monitor Name: vayh

Purchasing Review

Procurement or Contract/Lease requirements are met:
Victoria Mason Date: 3-13-19
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Victoria Taravella

2CFR Compliance Review (if required)

Interlocal agreement
Approved as written: no federal funds at this time Grant Name: FEMA
Danielle Garcia Date: 3.14.19
Grants Coordinator Danielle Garcia

Risk Management Review

Approved as written: see email attached
Date: 3-13-19
Risk Manager or designee Laura Porter or Krystal King

County Attorney Review

Approved as written: see email attached
Date: 3-17-19
County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:

Clerk Finance

Document has been received:
Date: _____
Finance Manager or designee

Michelle Huber

From: DeRita Mason
Sent: Wednesday, May 15, 2019 1:07 PM
To: Michelle Huber
Subject: FW: MOU Okaloosa County Shelters 05-8-2019

This is approved, please just print this and attach to the current coordination.

From: Parsons, Kerry [mailto:KParsons@ngn-tally.com]
Sent: Wednesday, May 15, 2019 11:55 AM
To: DeRita Mason <dmason@myokaloosa.com>
Cc: Lynn Hoshihara <lhoshihara@myokaloosa.com>
Subject: RE: MOU Okaloosa County Shelters 05-8-2019

This is approved for legal purposes.

Kerry A. Parsons, Esq.

**Nabors
Giblin &
Nickerson**

1500 Mahan Dr. Ste. 200
Tallahassee, FL 32308
T. (850) 224-4070
Kparsons@ngn-tally.com

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From: DeRita Mason <dmason@myokaloosa.com>
Sent: Monday, May 13, 2019 3:07 PM
To: Parsons, Kerry <KParsons@ngn-tally.com>
Cc: Lynn Hoshihara <lhoshihara@myokaloosa.com>
Subject: FW: MOU Okaloosa County Shelters 05-8-2019

You had previously reviewed this, but some changes have been made. Please see notes from Ken Wolfe regarding the changes.

Item 12 a-f on the old one was deleted entirely. It talked about building shelters to enhanced standards, not needed because it's already in the state statute. Then in item 13 which in the old version was item 14, it referenced an attachment which does not exist.

From: Michelle Huber
Sent: Monday, May 13, 2019 1:43 PM
To: DeRita Mason <dmason@myokaloosa.com>
Subject: FW: MOU Okaloosa County Shelters 05-8-2019

DeRita,

The attached MOU for Okaloosa County shelters with the School Board has been through coordination; however, changes have been made to the document that requires it to go through the coordination process again.

Thanks,

Michelle Huber

Office Supervisor
Okaloosa County Public Safety
90 College Boulevard East
Niceville, FL 32578

Phone: (850) 651-7150

FAX: (850) 651-7170

Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

From: Stefan W.Vaughn <svaughn@myokaloosa.com>

Sent: Thursday, May 9, 2019 1:20 PM

To: Ken Wolfe <kwolfe@myokaloosa.com>; Michelle Huber <mhuber@myokaloosa.com>

Subject: RE: MOU Okaloosa County Shelters 05-8-2019.docx

Hi. I've taken a stab at cleaning it up. Please review again just to be sure. Forward along if good.

Dr. Stefan W. Vaughn, CPM
Director | Department of Public Safety
Okaloosa Board of County Commissioners
Jail Office: (850) 689-5763
EOC Office: (850) 651-7150

Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

From: Ken Wolfe <kwolfe@myokaloosa.com>

Sent: Wednesday, May 8, 2019 2:54 PM

To: Stefan W.Vaughn <svaughn@myokaloosa.com>; Michelle Huber <mhuber@myokaloosa.com>

Subject: MOU Okaloosa County Shelters 05-8-2019.docx

Stefan and Michelle

I took out the items in the old one that referred to school instruction. The only other item changed was now item 13 where I took out the reference to an attachment. Michelle if approved send to DeRita Mason for it to go through our coordination process.

Ken Wolfe, CEM, MSM
Emergency Management, Coordinator
Okaloosa County, Public Safety
90 College Blvd E
Niceville, FL 32578
850-651-7150

kwolfe@myokaloosa.com

Please Note the New Email Address Above

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CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

DeRita Mason

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Friday, March 15, 2019 8:34 AM
To: DeRita Mason
Cc: Lynn Hoshihara; Karen Donaldson; Edith Gibson
Subject: RE: MOU Okaloosa County Shelters CJM clean 03-12-19 (001).docx

The MOU is approved for legal purposes.

Kerry A. Parsons, Esq.



1500 Mahan Dr. Ste. 200
Tallahassee, FL 32308
T. (850) 224-4070
kparsons@ngn-tally.com

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From: DeRita Mason <dmason@myokaloosa.com>
Sent: Wednesday, March 13, 2019 2:28 PM
To: Parsons, Kerry <KParsons@ngn-tally.com>
Cc: Lynn Hoshihara <lhoshihara@myokaloosa.com>; Karen Donaldson <kdonaldson@myokaloosa.com>; Edith Gibson <egibson@myokaloosa.com>
Subject: FW: MOU Okaloosa County Shelters CJM clean 03-12-19 (001).docx

Please review and approve.

Thank you,

DeRita

From: Ken Wolfe
Sent: Wednesday, March 13, 2019 1:11 PM
To: DeRita Mason <dmason@myokaloosa.com>
Subject: MOU Okaloosa County Shelters CJM clean 03-12-19 (001).docx

DeRita

Could you please send this through the coordination process for me. Once done return all to me and we will give it to the school board to send to their board for approval. Thanks Ken

Ken Wolfe, CEM, MSM
Emergency Management, Coordinator
Okaloosa County, Public Safety

DeRita Mason

From: Karen Donaldson
Sent: Wednesday, March 13, 2019 2:13 PM
To: DeRita Mason
Subject: RE: MOU Okaloosa County Shelters CJM clean 03-12-19 (001).docx

DeRita

This is approved by risk.

Thank you

Karen Donaldson

Karen Donaldson
Public Records and Contracts Specialist
Okaloosa County Risk Management
5479-B Old Bethel Rd.
Crestview, Fl. 32536
850.683.6207
KDonaldson@myokaloosa.com



Please note: Due to Florida's very broad public records laws, most written communications to or from county employees regarding county business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

From: DeRita Mason <dmason@myokaloosa.com>
Sent: Wednesday, March 13, 2019 1:28 PM
To: Parsons, Kerry <KParsons@ngn-tally.com>
Cc: Lynn Hoshihara <lhoshihara@myokaloosa.com>; Karen Donaldson <kdonaldson@myokaloosa.com>; Edith Gibson <egibson@myokaloosa.com>
Subject: FW: MOU Okaloosa County Shelters CJM clean 03-12-19 (001).docx

Please review and approve.

Thank you,

DeRita

From: Ken Wolfe
Sent: Wednesday, March 13, 2019 1:11 PM
To: DeRita Mason <dmason@myokaloosa.com>
Subject: MOU Okaloosa County Shelters CJM clean 03-12-19 (001).docx

**INTERLOCAL AGREEMENT FOR
EMERGENCY SHELTERS IN OKALOOSA COUNTY, FLORIDA**

Okaloosa County Agreement/Contract #

THIS AGREEMENT is made this 9th day of July 2019 (“Effective Date”), by and between the Board of County Commissioners of Okaloosa County, Florida (“County”), whose address is 1250 N Eglin Parkway, Suite 100, Shalimar, Florida 32579 and The School Board of Okaloosa County, Florida, (“School Board”), a body corporate existing under the laws of the State of Florida, whose address is 120 Lowery Place SE, Fort Walton Beach, Florida 32548. The County and the School Board are collectively hereinafter referred to as the “Parties.”

WITNESSETH:

WHEREAS, the County and School Board recognize their mutual obligations and responsibility for the sheltering of the citizens of Okaloosa County during a state of declared local emergency; and

WHEREAS, it is mutually beneficial for the County and School Board to support efforts that facilitate communication and coordination during a declared state of local emergency or other necessary events; and

WHEREAS, the County and School Board recognize the mutual benefits which will arise from the School Board providing facilities and staff to assist the County during a declared state of local emergency; and

WHEREAS, §252.38, *Florida Statutes*, provides for the use of School Board facilities and necessary personnel to staff such facilities during declared emergencies; and

WHEREAS, through this Agreement the County and the School Board wish to maintain and enhance their cooperative and productive relationship to serve the citizens of Okaloosa County.

NOW, THEREFORE, the Parties mutually agree that the following requirements, criteria, standards and procedures will be utilized in the preparation and coordination of sheltering needs of the citizens of Okaloosa County during a declared state of local emergency as follows:

1. This Agreement is entered into pursuant to the provisions of § 163.01, *Florida Statutes*, commonly known as the “Florida Interlocal Cooperation Act of 1969,” (“Act”) and all applicable portions of the Act, not expressly in conflict with this Agreement, are made a part hereof and are incorporated herein as set forth in full, including, but not limited to the following specific provisions of the Act:
 - (a) All of the privileges and immunities and limitations from liability, exemptions from laws, ordinances, and rules; and pensions and relief, disability, workers'

compensation and other benefits which apply to the activity of officers, agents, or employees of the parties hereto when performing their respective functions within the territorial limits for their respective agencies shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents or employees extra-territorially under the provisions of this Agreement.

- (b) This Agreement does not and shall not be deemed to relieve any of the parties hereto of any of their respective obligations or responsibilities imposed upon them by law except to the extent of the actual and timely performance of those obligations or responsibilities by one or more of the parties to this Agreement, in which case performance provided hereunder may be offered in satisfaction of the obligation or responsibility.
2. If any provision of this Agreement is for any reason held invalid or unenforceable by a court of competent jurisdiction, the invalidity or unenforceability of such provision will not affect any of the remaining provisions of this Agreement, and this Agreement will be enforced as if such invalid and unenforceable provision had not been contained herein.
 3. The Parties will execute any and all documents or other instruments, and take such other action as is necessary to give effect to the terms and intent of this Agreement.
 4. No waiver by either party of any term or condition of this Agreement will be deemed or construed as a waiver of any other term or condition herein stated, nor will a waiver of any breach be deemed to constitute as a waiver of any subsequent breach of this Agreement.
 5. Subject to applicable laws, rules, and School Board policies, School Board facilities, equipment, materials and personnel shall be made available to assist the County during a declared state of local emergency.
 6. The Parties shall work cooperatively to provide sheltering operations and shelter staff. This will include the School Board's provision of core shelter staff to include administration, custodial, food service personnel and food. It may also include necessary School Board support teams for information services, transportation, and maintenance purposes.
 - a. The School Board will provide, to the lawful extent possible, any requested assistance to the County in the event emergencies arise that do not require a "state of local emergency" to be declared by the County.
 - b. The School Board, through the Superintendent, will be the sole authority to determine the closing and opening of the public schools, to approve and make all oral and written communications regarding the opening of and closing of public schools, to have final approval and coordinate the use and assignment of paid school district personnel to assist in managing activated emergency shelters, and to have final approval on emergency transportation resources.
 7. In the event a state of local emergency is declared by the County:

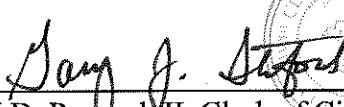
- a. The Okaloosa County Director of Public Safety or Chief of Emergency Management shall provide as much advance notice as possible to the Superintendent and/or his/her designee of the declaration of a state of local emergency and for the need of School Board assistance.
 - b. County will implement, to the fullest extent possible, County's Comprehensive Emergency Management Plan (CEMP), which states that County shall continue programs to allocate responsibility and costs for supporting the use of schools as emergency shelters.
 - c. The School Board shall, in a manner consistent with the County's Comprehensive Emergency Management Plan, render assistance to the County.
 - d. The Okaloosa County Director of Public Safety or Chief of Emergency Management shall coordinate the activities and services included in the CEMP, pursuant to § 252.38, *Florida Statutes*. The County will act as the single point of contact with the School Board in matters relating to the designation and use of School facilities for any emergency purpose under this Agreement regardless of the requesting agency.
 - e. No school emergency shelter will be opened before a law enforcement or school safety officer is present in the shelter.
 - f. The School Board reserves the right to open other shelters at other schools, not to interfere with any mutually agreed upon shelters, at any time for its employees or other deemed necessary personnel.
 - g. To support shelter operations, the School Board shall provide a liaison in the Emergency Operations Center during the time shelters in schools are open.
8. For the duration of such emergency, all School Board employees shall remain at all times employees of the School Board and all employees of the County shall remain at all times employees of the County, and the School Board and the County agree to maintain medical and workers compensation insurance for their respective employees activated to carry out the duties and responsibilities under this Agreement.
 9. The County will reimburse the School Board for actual costs to the School Board for hourly wages, overtime wages, including mandatory benefits, paid to School Board employees while assisting the County during a declared state of local emergency pursuant to § 252.38(5), *Florida Statutes*. Reimbursement will be made in a lump sum amount within sixty (60) days of receipt of the School Board's invoice unless agreed upon otherwise. In addition, the School Board agrees to provide the County with all necessary documentation in the School Board's control or possession, to enable the County to be reimbursed from other sources. The County shall make fee payments in accordance with the Local Government Prompt Payment Act after correct documentation has been received.

10. The County shall reimburse the School Board for actual costs to the School Board for all supplies, food and materials utilized for the operation of shelters while assisting the County during a declared state of local emergency pursuant to § 252.38(5), *Florida Statutes*. Reimbursement will be made in a lump sum amount within sixty (60) days of receipt of the School Board's invoices unless agreed upon otherwise. In addition, the School Board agrees to provide the County with all necessary documentation in the School Board's control or possession, to enable the County to be reimbursed from other sources.
11. The County may be requested to pay a utility fee to the School Board, based on the square footage costs and the square footage utilized for all electricity, water, and sewer of the school shelters for the duration of an emergency. The County shall make fee payments in accordance with the Local Government Prompt Payment Act after correct documentation has been received.
12. The County and School Board shall provide annual training for all staff members involved with shelter operations. Those staff members will include all primary and back-up staff members that could potentially be assigned to a shelter or involved with shelter operations. If requested by the School Board, the County shall assist with or take the lead in providing training to the shelter operation teams.
13. The County and the School Board agree that the County may designate up to three (3) school facilities in the County to be Pet Friendly Shelters ("PFS") and designate suitable areas either within the facilities, or in facilities designated as animal shelters in Okaloosa County to serve as PFS during hurricanes and other necessary events.
14. This Agreement will at all times be subordinate to the authority of the State Division of Emergency Management to make available any equipment, services, or facilities pursuant to § 252.42, *Florida Statutes*, and to the plans of the federal government and the State of Florida acting through or with the State Division of Emergency Management.
15. Time is of the essence with respect to this Agreement and each of its terms and provisions.
16. Each party may seek enforcement and interpretation of this Agreement, and avail itself of all legal and equitable remedies (including declaratory relief) in accordance with the Interlocal Cooperation Act.
17. The term of this Agreement shall be for a period of five (5) years. The term may be extended for an additional five (5) years upon mutual, written agreement of the Parties.
18. Pursuant to § 163.01(11), *Florida Statutes*, this Agreement, once executed by the Parties, shall become effective immediately upon filing with the Clerk of the Circuit Court of Okaloosa County, Florida.

19. This Agreement constitutes the entire agreement between the County and School Board concerning the purposes outlined herein, and supersedes and controls any or all prior agreements or understandings, either written or oral, relating to the matters herein.
20. No modification or amendment to this Agreement is valid or effective unless such modification or amendment is in writing, and properly approved and signed by the County and School Board.
21. Either party may terminate this Agreement upon giving six (6) months notice in writing to the other party. However, in the event of termination, the School Board shall continue to provide all assistance to the County required pursuant to §252.38(d), *Florida Statutes*, (2018) and other applicable laws.
22. In the event either party brings or commences legal action or proceedings to enforce the terms of this Agreement, each party shall be responsible for its own legal fees and expenses.

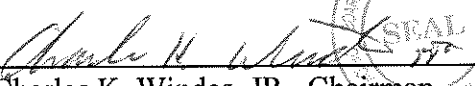
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their duly authorized officials on the date(s) set forth below.

ATTEST:

By: 
J.D. Peabock II, Clerk of Circuit Court

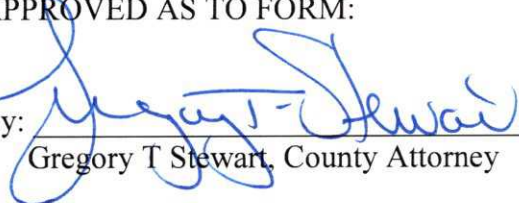
Date: 7/9/19

BOARD OF COUNTY COMMISSIONERS
OF OKALOOSA COUNTY, FLORIDA

By: 
Charles K. Windes, JR., Chairman


Date: JUL 09 2019

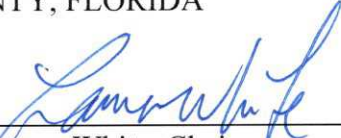
APPROVED AS TO FORM:

By: 
Gregory T Stewart, County Attorney

ATTEST:

THE SCHOOL BOARD OF OKALOOSA
COUNTY, FLORIDA

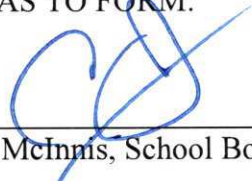
By: 
Marcus Chambers, Superintendent
and Corporate Secretary

By: 
Lamar White, Chairman

Date: June 10, 2019

Date: June 10, 2019

APPROVED AS TO FORM:

By: 
C. Jeffrey McInnis, School Board Attorney