

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
Personal Services	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
Capital Expenditures	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
Net Fiscal Impact	<u>0*</u>	_____	_____	_____	_____

ADDITIONAL FTE

POSITIONS (Cumulative)	0	0	0	0	0
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Is Item Included In Current Budget? Yes _____ No X
 Does this item include the use of federal funds? Yes X No _____
 Budget Account Exp No: Fund 0001 Dept. 760 Unit Disaster Unit Obj. 4900
 Prog. _____

Rev No: Fund _____ Dept. _____ Unit _____ Rev. _____ Prog. _____

B. Recommended Sources of Funds/Summary of Fiscal Impact:

*The fiscal impact is undetermined at this time. The County will be responsible for reimbursing the School Board. These costs will be absorbed through the General Government operating budget during periods of activation. The County will seek reimbursement from FEMA. Typically, FEMA will fund 75%, the State will fund 12.5%, leaving the County responsible for the remaining 12.5% of all costs.

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

[Signature] 12/28/17
 12/27 OFMB 12/27

[Signature] 1/3/18
 Contract Dev. And Control

B. Legal Sufficiency:

[Signature] 1/8/18
 Assistant County Attorney

C. Other Department Review:

 Department Director

This summary is not to be used as a basis for payment.

**INTERLOCAL AGREEMENT
BETWEEN THE BOARD OF COUNTY COMMISSIONERS, PALM BEACH
COUNTY, FLORIDA AND THE SCHOOL BOARD OF PALM BEACH
COUNTY, FLORIDA CONCERNING THE USE OF FACILITIES AND
PAYMENT OF SCHOOL EMPLOYEES WORKING AT SHELTERS**

Sept. 6, 2017 This Interlocal Agreement ("Agreement") is made and entered into this between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereafter referred to as "COUNTY," and the School Board of Palm Beach County, Florida, hereinafter referred to as "SCHOOL BOARD".

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 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 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 the necessary personnel to staff such facilities; 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.

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

1. Recitals

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

2. Purpose

The SCHOOL BOARD agrees, that after meeting its responsibilities to pupils, it will permit upon request of COUNTY, the use of specific mutually agreed upon public school facilities set forth in Exhibit "A", attached hereto and made a part hereof, by COUNTY as emergency shelters in advance of a potential emergency and during and after an emergency. Use of the public school facilities as shelters 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 a shelter any member of the public who violates any of the applicable laws, ordinances or SCHOOL BOARD Policies. The parties acknowledge that this Agreement does not address or permit the accommodation of pets at any SCHOOL BOARD-owned shelters, which shall be the subject of a future amendment to this Agreement and subject to approval by the respective governing bodies.

3. Staffing

The SCHOOL BOARD agrees to operate, supervise and staff the shelters with SCHOOL BOARD personnel, including but not limited to: cafeteria staff, custodians, school police officers, and appropriate administrative staff as mutually acceptable to the COUNTY and SCHOOL BOARD, in accordance with the Staffing Plan set forth in Exhibit "A", attached hereto and made a part hereof ("Staffing Plan").

4. Reimbursement

The COUNTY shall be responsible for reimbursing the SCHOOL BOARD for all reasonable and necessary costs and expenses incurred by the SCHOOL BOARD in providing the school facilities pursuant to the COUNTY's request in accordance with the Shelter Plan, except that School Board employees' regularly scheduled salary will not be reimbursed. 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. The COUNTY will submit project worksheets ("PW") to FEMA for approval of eligible project expenses. The SCHOOL BOARD shall provide any information requested by the COUNTY in support of completing the PW. The COUNTY will bear the risk that FEMA does not approve full reimbursement of expense or that a disaster is not declared.

The SCHOOL BOARD shall submit an invoice documenting all reasonable and necessary costs and expenses incurred by the SCHOOL BOARD in providing the school

facilities pursuant to the COUNTY's request and in accordance with the Shelter Plan to COUNTY through its Department of Public Safety's Finance Department. COUNTY may require reasonable additional documentation of costs and expenses sufficient to document the expenditures per COUNTY's Finance Department. Reimbursement requests will normally be paid within thirty (30) days following the COUNTY's receipt of the invoice(s), but in no event more than sixty (60) days, unless the COUNTY formally disputes in writing some or all of the costs and expenses as set forth herein. Notwithstanding the forgoing, the COUNTY shall reimburse all undisputed costs and expenses not later than sixty (60) days from receipt of the invoice. If the COUNTY disputes a cost or expense, the COUNTY shall within fifteen (15) days of receipt of the invoice, provide SCHOOL BOARD with a written explanation of the basis of the dispute with regard to the disputed cost or expense and the parties shall attempt to resolve the dispute in accordance with the provisions of Section 22 of this Agreement.

SCHOOL BOARD staff overtime costs, which includes straight time pay and time and one-half pay, will be reimbursed in accordance to the SCHOOL BOARD's Policy 3.805, Emergency or Disaster Compensation and Cost Policy for essential emergency or disaster employees, as amended from time to time. The COUNTY will not reimburse for the SCHOOL BOARD employees' regularly scheduled salary. The SCHOOL BOARD will submit an invoice to the Department of Public Safety's Finance Department with supporting documentation that will include employee name, job title, status (exempt, non-exempt, bargaining unit), FT/PT, hourly rate, benefit rate breakdown, regular and overtime hours separately, copies of time sheets, and purpose of work.

5. 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.

In addition to the COUNTY's reimbursement of the SCHOOL BOARD costs and expenses set forth above, 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 as a result of the use of the school facility as an emergency shelter, unless such loss or damage is caused by SCHOOL BOARD employees and unless it was caused by the actual disaster (e.g., hurricane related property damage, etc.). The

SCHOOL BOARD shall promptly notify the COUNTY of any such loss or damage and COUNTY shall reimburse the SCHOOL BOARD within sixty (60) days of the receipt of invoice. If the COUNTY disputes a cost of repair or replacement, the COUNTY shall within fifteen (15) days of receipt of the invoice, provide SCHOOL BOARD with a written explanation of the basis of the dispute with regard to the disputed repair or replacement and the parties shall attempt to resolve the dispute in accordance with the provisions of Section 22 of this Agreement.

6. Indemnification

Subject to the provisions and only within the limitations of Section 768.28, Florida Statutes, and without waiving sovereign immunity, the Parties recognize their respective tort liability for injury or loss of 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. It is expressly understood that this provision shall not be construed as; i) a waiver of any right, defense or immunity that the Parties have under Chapter 768.28, Florida Statutes, or any other statute, ii) an agreement by either Party hereto to indemnify the other; or iii) 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.

7. Insurance

The Parties warrant that they are self-insured and agree to maintain general liability insurance as required by law. The Parties further agree to provide each other with a copy of said insurance certificates.

8. Non-Discrimination

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

9. 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 Chief Operating Officer and the Director of the COUNTY's Public Safety Department without formal amendment hereto.

10. 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.

11. 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.

12. Notices

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

If to County to: County Administrator
301 N. Olive Avenue, 11th Floor
West Palm Beach, FL 33401

With Copy to: Public Safety Director
20 South Military Trail
West Palm Beach, FL 33415

And County Attorney
301 North Olive Avenue, 6th Floor
West Palm Beach, FL 33401

If to School Board to: Superintendent of Schools
3320 Forest Hill Boulevard, C-316
West Palm Beach, FL 33406

With Copy to: General Counsel
3320 Forest Hill Boulevard, C-331
West Palm Beach, FL 33406

13. Severability

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

14. 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.

15. 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.

16. Governing Law and Venue

This Agreement shall be construed in accordance with the laws of the State of Florida. Any dispute arising with respect to this Agreement is subject to the laws of Florida, venue in Palm Beach County, Florida.

17. Execution, Term and Termination

This Agreement shall be executed by the SCHOOL BOARD first, followed by execution by the COUNTY. The term of this Agreement shall commence on the date of COUNTY execution and shall remain in effect until March 31, 2022, or sooner replaced by a substitute agreement or otherwise terminated in accordance to 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.

18. Access and Audits

If submitting reimbursement directly to FEMA, the SCHOOL BOARD shall comply with the audit requirements contained in the executed Disaster Relief Funding Agreement with State of Florida Division of Emergency Management.

If submitting reimbursement to the COUNTY, the SCHOOL BOARD shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Agreement. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the SCHOOL BOARD'S place of business.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 – 2-440 ("County Inspector General"), as may be amended. The County Inspector General's authority includes but is not limited to the power to review past, present and proposed County agreements, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the SCHOOL BOARD, its officers, agents, employees, and lobbyists in order

to ensure compliance with this Agreement's requirements and detect corruption and fraud.

Failure to cooperate with the County Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 – 2-440, and punishment pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

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 laws.

20. School Board Inspector General

The COUNTY agrees and understands, that except as restricted by law, that the School District's Office of Inspector General shall have immediate, complete, and unrestricted access to all financial and performance-related records and property or equipment purchased with School Board funds. The COUNTY shall furnish the Inspector General with requested records for the purpose of conducting an audit or investigation per School Board Policy 1.092.

21. 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.

22. Dispute Resolution

As a condition precedent to a party bringing any suit for breach of this Agreement, that party must first notify the other party in writing of the nature of the purported 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. The existence of a dispute shall not excuse the parties from performance pursuant to this Agreement. This remedy is supplemental to any other remedies available at law.

23. 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.

24. Filing

A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County, Florida.

25. Force Majeure

No party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is 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"). In no event shall a lack of funds on the part of any party be deemed Force Majeure.

26. 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.

27. Waiver of Jury Trial

EACH OF THE PARTIES HERETO 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 SCHOOL BOARD has caused this Agreement to be executed by its Chairman and Superintendent, and the COUNTY has caused the Agreement to be executed by its Board of County Commissioners.

Director of Purchasing on behalf of the
SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA

Director of Purchasing on behalf of
PALM BEACH COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners

Executed 9-6-17
5-0 VOTE OF APPROVAL (Executed)

By: *[Signature]*
FOR Chairman Shaw
EVACUATED TO TN
Will sign upon return
Chuck Shaw, Chairman

By: *[Signature]*
~~Paullette Burdick, Mayor~~
Kathleen M. Scarlet, Director
Dept. of Purchasing, Palm Beach County
ATTEST:
Sharon R. Bock, Clerk & Comptroller

ATTEST:

By: *[Signature]*
Robert M. Avossa, Ed.D., Superintendent

By: *N/A*
Clerk & Comptroller

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: *[Signature]*
School Board Attorney

Digitally signed by Blair Littlejohn
DN: cn=Blair Littlejohn, o=School Board of
Palm Beach County, ou=Office of General
Counsel,
email=blair.littlejohn@palmbeachschools.org,
c=US
Date: 2017.08.28 09:16:48 -0400

By: *(See email from Denise Coffman)*
Assistant County Attorney

APPROVED AS TO TERMS AND CONDITIONS

By: *[Signature]*
Stephanie Sejnoha, Director
Department of Public Safety

EXHIBIT "A"
SHELTER STAFFING MATRIX

Attachment # 1

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County	Palm Beach
Number of Shelters Opened	15
Total General Population Shelter Capacity	46,224
Shelter Managers	15
Shelter Supervisors	58
Shelter Workers	364
Law Enforcement Supervisors	24
Law Enforcement Officers	130
Cafeteria Managers	15
Cafeteria Staff	30
Custodial Staff	107
EMS/Health Staff	60
Facilities/Technical Support	30
Total 24 - Hour Shelter Staffing	833

Below are the Palm Beach County general population shelters, their capacity, and anticipated staffing for a 12-hr shift.

General Population Shelters	Shelter Capacity	Shelter Mgr	Shelter Super	Shelter Worker	LE Super/Comm	LE Officer	Cafe Mgr	Cafe Staff	Custodial	EMS/Health	Facilities / Tech	Staff Total
Independence Middle School	526	0.5	1	6	0.5	3	0.5	1	1	2	1	16.5
Palm Beach Gardens High School	5,267	0.5	3	16	1	6	0.5	1	5.5	2	1	36.5
Bethune Elementary School	530	0.5	1	6	0.5	1.5	0.5	1	1	2	1	15
Seminole Ridge High School	4,459	0.5	2	14	1	6	0.5	1	4.5	2	1	32.5
West Gate Elementary School	473	0.5	1	6	0.5	1.5	0.5	1	1	2	1	15
Forest Hill High School	2,531	0.5	2	7	0.5	5	0.5	1	3	2	1	22.5
Palm Beach Central High School	3,914	0.5	2	25	1	6	0.5	1	6.5	2	1	45.5
John I. Leonard High School	4,704	0.5	2	12	1	6	0.5	1	5	2	1	31
Park Vista High School	5,395	0.5	2	20	1	6	0.5	1	6	2	1	40
Boynton Beach High School	2,075	0.5	2	10	0.5	4	0.5	1	2.5	2	1	24
Atlantic High School	5,837	0.5	3	23	1	6	0.5	1	6	2	1	44
Boca Raton High School	3,218	0.5	3	12	0.5	4	0.5	1	3.5	2	1	28
West Boca High School	3,535	0.5	2	9	0.5	5	0.5	1	4	2	1	25.5
Lake Shore Middle School	2,872	0.5	2	10	1.5	3	0.5	1	2.5	2	1	24
Pahokee Middle School	888	0.5	1	6	1	2	0.5	1	1.5	2	1	16.5

	46,224	7.5	29	182	12	65	7.5	15	53.5	30	15	416.5
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Planning Assumptions

1. The staffing positions and terminology are limited to Shelter Manager, Shelter Supervisor and Shelter Worker (registration, dormitory, etc.). These are the general positions from the Shelter Field Guide (FEMA P-785). (1-Manager, 1-Supervisor and 6-Support as a baseline minimum).
2. A Shelter Supervisor is assigned to each floor of the shelter.
3. Shelter Worker ratio is based on 1 shelter worker per building per floor plus 1 shelter worker for every additional 250 person capacity per building.
4. Special Needs and Pet Friendly shelters are not represented within these shelter staffing numbers.

Updated 8/2017

Stephanie Sejnoha

From: Denise Coffman
Sent: Thursday, September 07, 2017 6:42 PM
To: Stephanie Sejnoha; Kathy Scarlett
Cc: Kathy Scarlett
Subject: RE: Shelter Agreement

Approved as to legal sufficiency

----- Original message -----

From: Stephanie Sejnoha <SSejnoha@pbcgov.org>
Date: 09/07/2017 6:32 PM (GMT-05:00)
To: Denise Coffman <dcoffman@pbcgov.org>
Cc: Kathy Scarlett <kscarlet@pbcgov.org>
Subject: Fwd: Shelter Agreement

Hi Denise,

I just spoke to Kathy Scarlett and she is going to execute the document. She said all that she needs from you is to send an email stating that it's approved as to legal form and sufficiency.

Sent from my iPhone

Begin forwarded message:

From: "Robert Avossa (Superintendent)" <avossa.rm@palmbeachschools.org>
To: "Stephanie Sejnoha" <SSejnoha@pbcgov.org>
Subject: Fwd: Shelter Agreement

Please print

Robert M. Avossa, Ed.D.
Superintendent

Begin forwarded message:

From: Mike Burke <mike.burke@palmbeachschools.org>
Date: September 7, 2017 at 6:04:41 PM EDT
To: "Robert Avossa (Superintendent)" <avossa.rm@palmbeachschools.org>
Cc: Donald Fennoy <donald.fennoy@palmbeachschools.org>, Carol Bass <carol.bass@palmbeachschools.org>
Subject: Shelter Agreement

Please see attached. Board approved on consent Sept. 6

--
Michael J. Burke
Chief Financial Officer

School District of Palm Beach County
(561) 434-8584

Disclaimer: Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.