

**USE OF SCHOOL FACILITIES FOR
PUBLIC HURRICANE/DISASTER EVACUATION SHELTER AGREEMENT**

THIS USE OF SCHOOL FACILITIES FOR PUBLIC HURRICANE/DISASTER EVACUATION SHELTER AGREEMENT is made and entered into as of this ____ day of _____, 20__, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(hereinafter referred to as “SBBC”),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301,

and

BROWARD COUNTY

by and through its Board of County Commissioners
(hereinafter referred to as “County”),
whose principal place of business is
115 South Andrews Avenue, Fort Lauderdale, Florida 33301.

WHEREAS, the County’s Emergency Management Division is a Local Emergency Management Agency pursuant to Section 252.34(6), Florida Statutes, created to discharge the emergency management responsibilities and functions of a political subdivision; and

WHEREAS, the County is dedicated to providing emergency services to all general population residents, special needs residents, tourists, and visitors of Broward County, Florida, before, during and after a potential hurricane or other disaster; and

WHEREAS, SBBC is dedicated to its primary function of providing education programs for students; and

WHEREAS, SBBC has numerous school facilities designed and constructed to serve as educational facilities; 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, SBBC shall participate in emergency management by providing SBBC school facilities and necessary personnel to staff such facilities; and

WHEREAS, pursuant to Section 252.385 (4)(a), Florida Statutes, SBBC school facilities suitable for use as public hurricane evacuation shelters shall be made available at the request of the Local Emergency Management Agency; and the Local Emergency Management Agency shall coordinate with SBBC when requesting such school facilities to ensure that designated school facilities are ready to activate prior to a specific hurricane or disaster; and additionally, the Local

Emergency Management Agency shall coordinate with SBBC when requesting the use of such school facilities as public hurricane evacuation shelters; and

WHEREAS, the County requests the use of such SBBC school facilities by the County as public hurricane evacuation shelters; and

WHEREAS, SBBC and the County both desire to enter into this Agreement to establish the terms and conditions under which designated SBBC school facilities will be utilized by the County as public hurricane evacuation shelters during a declared state or local emergency; and

WHEREAS, the Parties acknowledge it is SBBC's responsibility to the residents of Broward County to reopen school facilities following a declared state or local emergency as quickly as possible as determined by the Superintendent so students may resume their normal education programs.

NOW, THEREFORE, in consideration of the promises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 – RECITALS

1.01 **Recitals**. The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement**. Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence upon execution by the Parties and shall end on December 31, 2030. Thereafter, this Agreement may be renewed by written agreement of the Parties for one or more consecutive ten (10) year terms. The County Administrator is authorized to approve such extension(s) on behalf of the County; SBBC must approve such extension(s).

2.02 **Definitions**.

a) **Activated Shelter**. A Shelter is deemed "active" or "activated" when the Shelter is ready to accept residents. No shelter shall be activated unless and until there are no children at the facility for public school related purposes (as opposed to for evacuation purposes).

b) **Activation Period**. The period of time, within the Emergency Period, that commences upon the Activation Start Time, when the Shelters are activated, and concludes upon the Activation End Time, when the County formally completes discharge of residents out of the Activated Shelters and reset of the facilities to pre-shelter conditions for schools to reopen. This period is documented in records maintained at the Broward County Emergency Operations Center.

- c) Broward County Emergency Operations Center (EOC). County Emergency Management Division's central command and control facility responsible for carrying out the principles of emergency preparedness and emergency management, or disaster management functions at a strategic level during an emergency, and ensuring the County's continuity of operation located at 201 NW 84 Avenue, Plantation, Florida, Phone: (954) 831-3900.
- d) County Administrator. The person appointed to be the administrative manager of the County.
- e) Declared Emergency. Any occurrence, or threat thereof, whether natural, technological, or manmade, which results or may result in substantial injury or harm to the population or substantial damage to or loss of property, that results in a declaration of a state of emergency by the County, the Governor of the State of Florida, or the President of the United States.
- f) Effective Date. The Effective Date of this Agreement shall be when this Agreement is fully executed by both Parties.
- g) Emergency Period. The period of time commencing upon the request by County to utilize one or more school facilities as Shelters due to a Declared Emergency and continuing throughout the Activation Period and until the completion of the departure of all residents from the Activated Shelters utilized by the County during the Declared Emergency.
- h) Facility Manager. SBBC administrator or designee who supervises facility operations, processes, and SBBC employees assigned to assist County within an Activated Shelter during an Emergency Period.
- i) FEMA. The Federal Emergency Management Agency or designee.
- j) Food Commodities. Primary agricultural food product bought by SBBC for use in its kitchens.
- k) Food Service Assistant. SBBC employee who assists a Food Service Manager within any Activated Shelter kitchen area.
- l) Food Service Coordinator. SBBC employee who coordinates food service activities and Food Service Managers and Assistants at Activated Shelters.
- m) Food Service Manager. SBBC employee who supervises any kitchen area existing within an Activated Shelter.
- n) General Population Shelter. One or more Activated Shelters, excluding Special Needs Shelters and Pet-Friendly Shelters, designated to be used during a Declared

Emergency as a safe haven in the event persons must evacuate their homes and be provided basics such as food, water, and basic first aid by the County.

- o) Lockdown Period. The time period during an Activation Period identified by the County Administrator during which no entry to or egress from Activated Shelters is permitted due to the ongoing storm, disaster, or other emergency.
- p) Maintenance Technician. SBBC employee from the Physical Plant Operations Department or other qualified SBBC employee to assist the Facility Manager with facility equipment functionality within an Activated Shelter during an Emergency Period.
- q) Pet-Friendly Shelters. One or more Activated Shelters designated by the County and SBBC pursuant to Section 252.3568, Florida Statutes, and the Pets Evacuation and Transportation Standards Act, 42 U.S.C. § 5196, as appropriate to be activated for persons accompanied by pets. No less than three (3) Shelters appropriate for use as Pet-Friendly Shelters shall be identified each year no later than May 15, and additional Shelters may be added based upon need.
- r) SBBC Emergency Operations Center Liaison (SBBC Liaison). SBBC employee assigned to act as liaison between SBBC and the County for Emergency Support Function (ESF) #6, Mass Care (Phone: (954) 831-4096 or (954) 831-4099), at the EOC during a Declared Emergency. The SBBC Liaison assists with Activated Shelter operations and any other SBBC related matters that may arise during an Emergency Period. During an Emergency Period, all SBBC employees shall work under the guidance of the SBBC Liaison.
- s) SBBC Facility Serviceperson. SBBC qualified employees assigned by SBBC to assist during an Emergency Period at a Shelter with performing physical labor (e.g., setting up cots, relocate tables or bleachers, unloading supplies, etc.) to prepare and maintain the Activated Shelter.
- t) SBBC School Administrator. An SBBC administrative employee who works in elementary, middle, and high schools, also known as principals or assistant principals, or their designee.
- u) Shelter. One or more of the SBBC school facilities on the list of SBBC school facilities set forth on **Exhibit 1** (including as **Exhibit 1** may be modified in accordance with Section 2.03) for use as public hurricane evacuation shelters.
- v) Shelter Manager. County employee or designee assigned to coordinate and manage all program operations at an Activated Shelter during an Emergency Period.
- w) Shelter Worker. SBBC employee or County employee assigned to assist the County's Shelter Manager or SBBC Facility Manager with the overall operations of an Activated Shelter during an Emergency Period.

- x) Special Needs Shelters. During a Declared Emergency, one or more Shelters designated and prepared for persons with special needs pursuant to Sections 252.355 and 381.0303, Florida Statutes. The Shelters appropriate for use as Special Needs Shelters shall be confirmed by the Parties each year no later than May 15.
 - y) Superintendent. SBBC Superintendent of Schools or his/her designee. Final authority for all matters concerning the SBBC facilities and SBBC employees rests with the Superintendent or his/her designee.
- 2.03 **Locations.** SBBC shall allow the County to utilize its facilities for use as Shelters, which includes, but is not limited to, General Population Shelters, Special Needs Shelters, and Pet-Friendly Shelters. A list of the pre-identified facilities for use as Shelters is attached and incorporated as **Exhibit 1**. The locations specified on **Exhibit 1**, attached hereto and incorporated herein by reference, have been surveyed and selected by SBBC and the County for use as Shelters under this Agreement. Further, SBBC and the County may, by mutual written approval (which may include email) of both the SBBC Superintendent and the County Administrator, amend the facilities listed on **Exhibit 1** by substitution, addition, or deletion. Any agreements regarding **Exhibit 1** made between Superintendent and County Administrator pursuant to this section shall be memorialized in a written document signed by both persons, which shall constitute an amendment to this Agreement. The County shall only utilize facilities listed on **Exhibit 1** or its approved amendment as explained in this section. For each Declared Emergency, SBBC and the County shall designate two (2) or more Special Needs Shelters and one (1) or more Pet-Friendly Shelters from among the Shelters listed on **Exhibit 1**.
- 2.04 **Survey of Areas within Shelter for Utilization.** With prior SBBC approval, the County shall survey the intended Shelters to identify specific Enhanced Hurricane Protection Areas (“EHPA”) to be utilized within the facilities during an Emergency Period. At the request of the County, SBBC Risk Management Department [(754) 321-1900] will schedule the school facilities surveys with appropriate school administration. During the survey, SBBC may, in its sole discretion, remove any person from its school facility or any area of its school facility.
- 2.05 **Activation; Lockdown Period.** For each Declared Emergency, the County shall, in consultation with SBBC, determine which Shelter(s) will be activated. The County Administrator and the SBBC Superintendent, or designee, shall determine the date and time of day for the start of the Activation Period. The Parties shall cooperate to determine an Activation Start Time that allows sufficient time for students and educational staff to vacate the school facilities and to allow the school facilities to be prepared for use as Shelters. The Activation Start Time shall not be while school is in session. The County Administrator shall determine the Lockdown Period, and shall provide SBBC with at least six (6) hours’ prior notice of the planned Lockdown Period to allow ample time for shift changes as appropriate and if available (unless the emergency circumstances preclude six (6) hours’ notice, in which event the County Administrator shall provide as much advance notice as possible under the circumstances; if less than six (6) hours’ prior notice of the planned Lockdown Period is provided and SBBC is unable to provide required staffing due

to the lack of at least six (6) hours' prior notice of the planned Lockdown, SBBC shall not be in breach of this Agreement as a result of the resulting SBBC staffing shortage). Staffing working the shift immediately preceding a Lockdown Period shall remain on site unless and until replacement staffing arrives.

2.06 **Operation of Shelters designated for People with Special Needs.** The County shall provide adequate medical personnel and any necessary medical equipment for operating the Special Needs Shelters. SBBC shall fuel and maintain the generators located at each activated Special Needs Shelter prior to the Activation Period. During the Activation Period, SBBC shall refuel the generators as necessary, contingent upon fuel being available and the school facility being accessible by fueling vehicles.

2.07 **Staffing of Shelters.**

- a) **Reporting Staff.** SBBC and the County shall provide the following staff at each Activated Shelter, respectively, as follows:
- i) The County shall designate at least two (2) Shelter Managers per Shelter. The applicable Shelter Manager for any Shelter may vary, and may be a County employee, Florida Department of Health-Broward representative, or other qualified person designated by the County. A Shelter Manager will arrive no later than four (4) hours prior to the Activation Period. At least one Shelter Manager shall be present on site at all times during the entire Activation Period.
 - ii) SBBC will provide two (2) Facility Managers per Shelter to work alternating shifts. One (1) Facility Manager will arrive no less than four (4) hours prior to the Activation Period. One (1) Facility Manager will be present on site during the Activation Period. The applicable Facility Manager(s) will work a twelve-hour shift for the twelve (12) hour periods immediately preceding and immediately following the Lockdown Period. The applicable Facility Manager for any Shelter may vary. Both of the two (2) Facility Managers assigned to each Shelter must be present on site at all times during the entire Lockdown Period.
 - iii) SBBC will provide four (4) SBBC Facility Servicepersons for each Special Needs Shelter, and two (2) SBBC Facility Servicepersons for each General Population Shelter and each Pet-Friendly Shelter, each arriving four (4) hours prior to the Activation Period, and each shall be present on site at all times during the entire Activation Period.
 - iv) SBBC will provide one (1) electrician, one (1) HVAC mechanic, and one (1) plumber for each Special Needs Shelter, and one (1) Maintenance Technician for each General Population and each Pet-Friendly Shelter, each of whom shall arrive prior to the Activation Period. SBBC electrician, HVAC mechanic, plumber, and Maintenance Technician will be present on site at all times during the entire Activation Period, including Lockdown Periods. General Population or Pet-Friendly Shelter Maintenance Technicians may leave when released by the SBBC Liaison.

- v) SBBC will provide one (1) SBBC Food Service Manager and four (4) SBBC Food Service Assistants (collectively, “Food Service Personnel”) for each Special Needs Shelter, and one (1) SBBC Food Service Manager and two (2) Food Service Assistants for each General Population and each Pet-Friendly Shelter, for the time periods specified in this subsection. For Special Needs, General Population, and Pet-Friendly Shelters, the Food Service Manager and two (2) Food Service Assistants shall staff each Shelter to provide breakfast, lunch, and dinner meals for the duration of the Activation Period. In addition, for Special Needs Shelters, two (2) Food Service Assistants shall work each twelve (12) hour shift (from 7 p.m. until 7 a.m., unless otherwise agreed by the Parties) for the duration of the Activation Period. The above referenced SBBC Food Service Manager and SBBC Food Service Assistants must be present on site at all times during the entire Lockdown Period.
 - vi) SBBC will use good faith efforts to provide four (4) Shelter Workers for each Special Needs Shelter, and eight (8) Shelter Workers for each General Population or Pet-Friendly Shelter, working alternating twelve (12) hour shifts as specified in this subsection. Two (2) Shelter Workers will work each twelve (12) hour shift at each Special Needs Shelter, and four (4) Shelter Workers will work each twelve (12) hour shift at each General Population and Pet-Friendly Shelter. Shelter Workers will work shifts specified above commencing four (4) hours prior to the Activation Period and continuing throughout the Activation Period or until released by the Shelter Manager. The Shelter Workers assigned shall be present on site at all times during the entire Lockdown Period.
 - vii) For all of the foregoing positions, unless during a Lock Down Period, the assigned personnel may be substituted for other personnel in the same position so long as the minimum number of each position are present on site for the entire duration of the Activation Period.
- b) Requests for Modification to Staffing of Facility Managers, Facility Servicepersons, Food Service Managers, Food Service Assistants, Food Service Drivers, Shelter Workers, and/or SBBC Food Service Vehicles.
- i) At any time, either Party may request additional Facility Managers, Facility Servicepersons, Food Service Managers, Food Service Assistants, Food Service Drivers, Shelter Workers and/or SBBC Food Service vehicles (excluding school buses), or other modifications to the staffing of those positions (including, without limitation, reductions in staffing), for any Activated Shelter.
 - ii) The Party’s request and the other Party’s response shall each be in writing. If approved, the Parties’ mutual approval of request(s) shall be memorialized, within ten (10) business days of the approval, in a written document, which reflects the additional or otherwise modified SBBC personnel for the respective Activation period, signed by the Superintendent and the County Administrator, which shall constitute an amendment to this Agreement.

- iii) Unless agreed in writing pursuant to this section, no additional SBBC employees in excess of those specified in Section 2.07(a) shall be provided for an Activated Shelter. Any writings required under this section may be via email, but shall be memorialized in a written document signed by the Superintendent and the County Administrator within ten (10) days, which shall constitute an amendment to this Agreement for the respective Activation Period.

- 2.08 **Resolution of Conflicts and Discrepancies.** During the Emergency Period, any conflicts or discrepancies related to the operations of a Shelter that cannot be resolved by the SBBC Facility Manager and County Shelter Manager at each Active Shelter shall be immediately reported to the SBBC Liaison assigned to the Declared Emergency at the EOC [(954) 831-4096 or (954) 831-4099] and the County Administrator or designee. Should the SBBC Liaison assigned to the Declared Emergency and the County Administrator or designee not be able to resolve the conflict or discrepancy, then the Superintendent and the County Administrator shall agree upon an appropriate interim or final resolution to the conflict or discrepancy. If it is impossible for the Shelter Manager and SBBC Liaison to communicate with the EOC to obtain a resolution to the conflict or discrepancy, then until such communication is restored, the Shelter Manager shall have final decision making authority for issues related to the operations of a Shelter involving life, public health, or safety, and the Facility Manager shall have final decision making authority for issues not involving life, public health, or safety.
- 2.09 **School Facility Key Distribution.** SBBC shall not distribute school facility keys to the County. SBBC Facility Servicepersons and/or Maintenance Technicians assigned to the Activated Shelter shall retain complete control of all school facility keys.
- 2.10 **Facility Area Utilization.** The County shall exercise reasonable care in the conduct of its activities in and upon school facilities. Except as otherwise permitted under this section, the County shall only utilize those areas within the school facility identified for use pursuant to Section 2.04. Should the County have a request for additional areas outside of the EHPA for storage in any Activated Shelter, the County shall contact the SBBC Liaison to request use of those additional areas. If the County needs additional space outside the EHPA for storage of items belonging to the County or evacuees (solely to make room for evacuees within the EHPA), and if sufficient Shelter staff are available to oversee the receipt of evacuees' belongings and monitor the additional areas (including monitoring the evacuees' access to or retrieval of the stored items), then the Facility Manager shall designate additional areas that may be utilized for such storage and only those areas designated may be utilized by the County. If a Declared Emergency occurs during a local, state, or federal declaration of emergency due to a pandemic such as COVID-19, the Parties shall immediately confer to make appropriate adjustments, including without limitation to expand areas of Shelter utilization and modify to staffing requirements, to address the impacts of the pandemic such as social distancing requirements and increased sanitation, and shall document any agreed upon adjustments in a written document approved by the Superintendent and County Administrator as promptly as practical.

- 2.11 **Security.** In coordination with SBBC, the County, as it deems necessary and appropriate will coordinate with law enforcement regarding any public safety issues at any Shelter.
- 2.12 **Water Service, Food Service, and Food Driver Services.**
- a) **Water Service.** Should the public water utility become unsafe or unavailable, the County and SBBC shall confer together to provide water using available resources. No party shall be required to provide bottled water if not available.
- b) **Food Service.** SBBC will use good faith efforts to provide meals to Shelter residents, County staff, and SBBC staff during the Activation Period. SBBC shall not be responsible for providing meals for special dietary restrictions. SBBC shall not be required to provide food for infants or pets. Upon SBBC notification that food demand exceeds SBBC food provision capabilities, the Parties shall confer and utilize good faith efforts to cooperate to provide food using available resources from SBBC and/or the County. SBBC may, at its sole discretion, refuse any food product or services that cannot be accommodated (e.g., receipt of food from outside sources, food to be fried, etc.).
- 2.13 **Tobacco-Free Environment.** In compliance with SBBC Policy 2401, use of all tobacco products of any kind or electronic cigarettes is strictly prohibited on SBBC property or within SBBC facilities. The County shall comply with SBBC Policy 2401, subject to the following: The Facility Manager at each Shelter shall designate a smoking location one hundred (100) feet or more from any entrance (or window, if electricity is out) to the Shelter, which may be used by Shelter staff or residents for use of tobacco products or electronic cigarettes.
- 2.14 **Training of SBBC Employees for Activated Shelters.** Prior to June 1st of each year, at a date determined by SBBC, in consultation with the County, the County shall participate in an SBBC employee in-service training program for SBBC employees who may be assigned to assist in Shelters as specifically described under this Agreement. SBBC shall provide the training space and will facilitate at the training program. SBBC may request the County's assistance in such facilitation. SBBC is solely responsible for SBBC staff wages for any training rendered under this Agreement. All training shall be in alignment with this Agreement.
- 2.15 **Inspection.** At least four (4) hours prior to the activation of any Activated Shelter, unless such other time period is agreed upon by the SBBC Liaison and the County Administrator or designee, a pre-use inspection of the school facility shall be completed by the County Shelter Manager and SBBC Facility Manager or designee to document baseline facility conditions using the Shelter Site Review Form (**Exhibit 2**). Immediately following the Activation Period and the vacation of all residents from the Shelter, a post-use inspection using the same aforementioned form shall also be performed by said Parties to determine and document any changes in the condition of the Shelter area and the possible source of the issue (e.g., natural or man-made). A comparison to the pre-use inspection shall be performed by both parties to ensure all changes are acknowledged and documented.

2.16 **Damages to SBBC Facilities.** The County shall pay SBBC for any and all damages occurring as a result of the County's use of SBBC facilities under this Agreement as documented in the inspection reports per Section 2.15, excluding any damages that occurred as a direct result of the applicable hurricane or other disaster. Additionally, the County shall be responsible for any and all damages to the school facility caused by third persons utilizing the Shelter during the Declared Emergency (other than the hurricane/disaster at issue in the declared state or local emergency). For example, responsibility as between SBBC and the County is allocated as follows: damage to the Shelter caused by the hurricane is the responsibility of SBBC; damage to the school facility caused by residents during the Declared Emergency is the responsibility of the County. Any item broken or requiring repair or replacement shall be reported by the SBBC School Administrator or designee to the County and the SBBC Liaison within sixty (60) calendar days after the end of the Activation Period; the County will respond in writing within twenty-one (21) calendar days of receipt with a claim determination or a request for additional information. For any damage for which the County is responsible, an invoice will be issued by SBBC to the County to reflect actual cost to SBBC (e.g., the actual time and material charges). For any repair or replacement expense in excess of the Micro Purchase Threshold of FEMA (as defined by 2 C.F.R. §§ 200.67, 200.320(a)), SBBC must procure repair or replacement in accordance with the FEMA procurement guidelines in effect at the time of the Declared Emergency, provided that in the event of a conflict between the foregoing and the statutory procurement requirements applicable to SBBC, the statutory procurement requirements shall prevail. Any contracted cleaning of school buildings requires joint approval from the County and the SBBC Administrator or designee. This work may include, but not limited to steam carpet cleaning (only those areas used by the County may be invoiced under this Agreement).

2.17 **Improvements.** The location and type of any and all improvements proposed to be placed at any SBBC facility, including, but not limited to proposed improvements to the security of the facility or proposed improvements for compliance with any applicable regulations such as the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 (hereafter referred to as "ADA"), shall comply with the requirements of this section, it being intended that SBBC shall have absolute control over the location and type of any improvements before they are placed at any SBBC facility. Any and all expenses of such modifications shall be borne solely by the County, unless otherwise agreed in advance in writing by the County Administrator and the SBBC (which may be exercised by the Superintendent in accordance with the Superintendent's authority delegated by SBBC's policies as amended, if any). Any permanent modifications made by the County to any SBBC facility pursuant to this paragraph shall be owned by SBBC.

- a) The authority to grant approval regarding improvements in this Agreement is hereby delegated by SBBC to the SBBC's Office of Facilities & Construction, Executive Director, Capital Projects and Chief Building Official, which approvals must be in writing. The Parties further agree that the County shall immediately notify the SBBC Liaison of the County's intent to make improvements to any SBBC facility, and the County shall prepare and submit plans to the SBBC Liaison

who will in turn submit the County's plans to SBBC's Office of Facilities & Construction, Executive Director, Capital Projects and Chief Building Official for review and approval. SBBC reserves the right to review all specifications and plans for permanent modifications to any SBBC facility and issue appropriate permits and conduct inspections. All plans must meet the State of Florida Building Code Requirements, Florida Fire Protection Code, and State Requirements for Educational facilities as applicable, and any other requirements imposed by applicable law. The County shall address any and all comments based upon inspections or otherwise from SBBC's Office of Facilities & Construction, Executive Director, Capital Projects and Chief Building Official to their satisfaction. The County shall obtain approval for all design documents from the SBBC's Office of Facilities & Construction, Executive Director, Capital Projects and Chief Building Official. For proposed improvements approved by SBBC pursuant to this section, SBBC shall permit County and its contractors and subcontractors reasonable access to the project site. The County shall correct any and all deficient work and obtain both a Certificate of Substantial Completion (OEF 110B form) and Certificate of Final Inspection (OEF 209 form) for the improvements.

- b) The County shall be solely responsible for all contractual obligations to any and all contractor(s) hired to construct the improvements located at any SBBC facility. No contractor, design professional, subcontractor, or subconsultant shall have any rights to bring a cause of action, whether by law or equity against SBBC; County shall not perform any actions that permit a cause of action (whether by law or equity) by contractors, design professionals, subcontractors, or subconsultants against SBBC, and County shall not pass through any causes of action filed against it by contractors, design professionals, subcontractors, or subconsultants (other than a claim subject to indemnification under this Agreement, such as a slip and fall hazard and resulting injury to contractor or subcontractor).
- c) Before the commencement of the improvements on SBBC facilities, the County shall require the engaged contractor to furnish a surety payment bond and performance bond that guarantee the completion of the improvements and the performance of the work necessary to complete the improvements, as well as full payment of all suppliers, material men, laborers or subcontractors employed to provide services to complete the improvements. If the contract between the County and the contractor for such work is for One Hundred Thousand Dollars and 00/100 Cents (\$100,000.00) or less, then no payment and performance bond shall be required. For projects which require bonds, the County shall require the contractor, by contract, to record the payment bond in the Public Records of Broward County, and deliver originals of both the payment and performance bonds to the County. The County shall require, in its contract with contractor, that both bonds shall remain in effect for one (1) year after completion of the improvements. The County shall require contractor, by contract, to correct any defective or faulty work or materials that appear after the completion of the improvements within the warranty period of such work performed.

- d) County shall notify SBBC of any improvements placed on said SBBC facilities without the prior written approval of SBBC as to location and type and shall immediately remove or relocate such improvement within ninety (90) calendar days of written demand by SBBC or sooner as determined solely by SBBC; if the Parties agree that the improvements should remain, this Agreement will be amended, in writing to reflect the use and responsibility of the improvements.
- e) In the event the emergency circumstances involving life, public health, or safety do not allow compliance with the provisions of this section, the County shall notify the SBBC Liaison and coordinate such improvements as much as reasonably possible with SBBC and the requirements of this section, and shall promptly complete the remainder of the requirements of this section after the conclusion of the Emergency Period.
- f) The Parties shall each, in good faith, cooperate and collaborate to expedite the performance of the activities contemplated by this section. Failure by the County to diligently pursue performance of its activities required by this section shall not constitute emergency circumstances that do not allow compliance with the provisions of this section, as referenced in subsection (e) above.

2.18 **Reimbursement; Documentation.** SBBC shall submit any request for reimbursement to the County within one hundred twenty (120) days following the end of the Emergency Period. Any SBBC request for reimbursement to the County must be accompanied by supporting invoices and must comply with the requirements of **Exhibit 3 Invoice Requirements**, unless otherwise approved in writing by the County Administrator. At the request of SBBC, for any particular type of expense or reimbursement, the County shall identify the specific documentation required (including any documentation required to comply with the applicable FEMA reimbursement requirements) (collectively, included as may be updated by County by written notice to SBBC prior to the applicable Declared Emergency, the “Required Documentation”). For any expenses incurred by SBBC for which the Required Documentation is not available, the Parties shall cooperate and collaborate in good faith to agree upon alternate documentation that shall be determined sufficient to permit reimbursement by the County pursuant to this section. Provided that SBBC maintains and provides to the County the Required Documentation or such alternate documentation as agreed by the Parties, any denial of an expense by FEMA shall not be a basis for the County to decline to reimburse as required under this section; however, for any amount actually reimbursed by the County to SBBC under this Agreement, if FEMA requests additional information or documentation of the cost or expense (“Additional FEMA Documentation”), SBBC shall provide such Additional FEMA Documentation to the County within sixty (60) calendar days after written request by the County, and failure by SBBC to timely provide such Additional FEMA Documentation, unless substitute documentation is approved by the County as stated herein, shall render that expense ineligible for reimbursement under this Agreement and shall require SBBC to repay the amount at issue to the County within sixty (60) calendar days after demand by the County. SBBC shall take all reasonable actions ordinarily expected of an entity in connection with documenting expenses in anticipation of submission for FEMA reimbursement; to the extent SBBC is unable, despite such reasonable actions, to provide original documentation of the

expense, SBBC shall provide such other documentation agreed upon by the Parties as appropriate under the circumstances and which shall constitute substitute documentation approved by the County. The County shall pay SBBC for all undisputed invoices within one hundred twenty (120) calendar days after the date the invoice is received by the County. Within thirty (30) calendar days after the County's receipt of SBBC's invoice, the County shall notify SBBC in writing of any disputes concerning the contents of SBBC's invoice. For any SBBC invoices that contain both disputed and undisputed amounts, the County shall timely pay all undisputed amounts. The County shall reimburse SBBC for the following:

- a) Actual costs for any and all expenditures associated with bottled water, food used, food service supplies, custodial and other supplies, equipment and vehicles (including fuel for both) belonging to SBBC that the County or residents utilized during the Emergency Period, provided that reimbursement solely for equipment and vehicles (including fuel for both) shall be limited to the FEMA Schedule of Equipment Rates in effect at the time of the Declared Emergency.
- b) Any and all Food Commodities consumed, used, distributed, or purchased under this Agreement at the original invoice price. For Food Commodities provided by The United States Department of Agriculture for which SBBC cannot determine an original invoice price (including Food Commodities provided at no cost to SBBC), the County shall reimburse the costs to replace (like-for-like in accordance with agreement rates within existing SBBC purchase agreements, or, if no such agreement is applicable, then at current market price) the portion of such Food Commodities actually used in the Shelters that are not replaced by the USDA.
- c) Any and all wages of SBBC employees provided during any and all Activated Shelter operations as stipulated within this Agreement, subject to the following:
 - i) All SBBC employees shall be paid in accordance with this section and according to the SBBC pay policies, plus fringe benefits in accordance with SBBC Policy 1341, and applicable Union contracts, in effect at the time of the Declared Emergency (collectively, "SBBC Pay Policies").
 - ii) All SBBC employees required under this Agreement to be present on site at a Shelter during the Lockdown Period and that are available to work during the Lockdown Period shall be paid continuously at all times from the beginning of the Lockdown Period to the end of the Lockdown Period, provided such is consistent with then-existing SBBC Pay Policies. (SBBC employees who are present at a Shelter as an evacuee shall not be subject to reimbursement under this Agreement.) For clarification, the SBBC employees at issue would be paid for all time at the Shelter (including while sleeping) during the Lockdown Period so long as they are capable of working if called upon to work; and the time for which they are paid would include the time when the employee is sleeping.

- iii) Prior to and following the Lockdown Period, SBBC Facility Managers, Food Service Personnel, and Shelter Workers shall be paid for hours actually worked and not more than the hours required to be worked in accordance with the requirements of Section 2.07, unless specifically approved in advance of the hours at issue by SBBC Liaison and the County Administrator (or designee) for any Declared Emergency. Prior to and following the Lockdown Period, SBBC Facility Servicepersons, electricians, HVAC mechanics, plumbers, and Maintenance Technicians shall be paid for all time at which they are required to be present at the Shelter, and not more than the hours for which they are required to be present at the Shelter, during the entire Activation Period in accordance with the requirements of Section 2.07.
- iv) Employees working a shift that overlaps the beginning of the Lockdown Period will be paid from the start of their shift through the Lockdown Period.
- v) Unless approved by the County Administrator or designee in advance of the hours at issue, SBBC employees provided for any Activated Shelter shall be persons who serve in a similar capacity (regardless of title) during their regular employment for SBBC; unless approved in advance by the County Administrator of the hours at issue, SBBC employees assigned to staff or manual labor level functions shall not be personnel who regularly perform primarily managerial functions. For example, a principal or assistant principal shall not be provided as Shelter Workers or Food Service Assistants for an Activated Shelter; however, SBBC personnel who perform primarily secretarial/clerical roles (although one may hold the title of secretary and one may hold the title of office manager) may be provided as Shelter Workers.
- d) Any and all salary of SBBC food service drivers used to facilitate the movement of food and/or water to and from closed or inactive facilities during the Emergency Period to any Activated Shelter in accordance with SBBC pay policy in effect at the time of the Declared Emergency.
- e) Any and all costs and expenses associated with food service vehicle usage for the transportation of food and/or water. Reimbursement for food service vehicle usage will be based on the FEMA schedule of equipment rates in effect at the time of the Declared Emergency.
- f) Any and all actual out-of-pocket operational costs, including, but not limited to, the costs of the following utilities, to the extent that such costs would not have been incurred but for the County's use of the facilities: water, gas, electricity, and waste disposal. Actual out-of-pocket operational cost calculations for utilities at shelters shall be determined using the specific school's utility base lines using a day where the school was not in use.

- g) Actual cost of any and all items that are stolen or missing during the Activation Period. Documentary evidence of the existence and presence of such items prior to the Activation Period must either be provided by SBBC or identified and inventoried by the Parties at the Shelter prior to the Activation Period.
- h) Any and all damage to the facility or other property of the SBBC as outlined in Section 2.18, except reasonable wear and tear, resulting from the operations of the County. Reimbursement for facility damage will be based on replacement at actual cash value. For calculating reimbursement, County will select from among bids from at least three reputable contractors. County is not responsible for storm damage or other damage caused by the Declared Emergency.

2.19 **Insurance.** Each party acknowledges without waiving its right of sovereign immunity as provided by Section 768.28 Florida Statutes, that each party is self-insured for general liability under Florida Statutes with coverage limits of \$200,000 per person and \$300,000 per occurrence, or such monetary waiver limits that may change and be set forth by the legislature.

2.20 **County Subcontractor and County Subconsultant.**

- a) The County may, at its sole discretion, contract with other entities and utilize their personnel and resources to staff, support, assist, or provide any other services that would otherwise be provided by the County under this Agreement providing the subcontractor meets all applicable background screening requirements under this Agreement.
- b) All agreements between the County and any commercial vendor or subcontractor (including subconsultants) performing work at a SBBC facility under this Agreement (expressly excluding any governmental, charitable, or nonprofit entity to the extent solely providing Shelter staffing, such as the Department of Health, the American Red Cross, the United Way, and any municipality, but expressly including any for-profit subcontractor) must contain an insurance provision that requires the following insurance requirements throughout the term of the subcontract agreement, unless otherwise approved in advance in writing by the SBBC Risk Management Department:
 - i) **General Liability.** Limits not less than \$1,000,000 per occurrence for Bodily Injury/ Property Damage; \$1,000,000 General Aggregate. Limits not less than \$1,000,000 for Products/Completed Operations Aggregate.
 - ii) **Professional Liability/Errors & Omissions.** Limit not less than \$1,000,000 per occurrence covering services provided under this Agreement.
 - iii) **Workers' Compensation.** Florida Statutory limits in accordance with Chapter 440, Florida Statutes; Employer's Liability limits not less than

\$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).

- iv) Auto Liability. Owned, Non-Owned and Hired Auto Liability with Bodily Injury and Property Damage limits of not less than \$1,000,000 Combined Single Limit.
 - v) Acceptability of Insurance Carriers. The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A- VI by AM Best or Aa3 by Moody's Investor Service.
 - vi) Verification of Coverage. Proof of the required insurance must be furnished at least fifteen (15) days prior to the work being performed by the applicable subcontractor. All certificates (and any required documents) must be received and approved by SBBC before any work commences to permit the subcontractor time to remedy any deficiencies.
 - vii) Required Conditions. Liability policies must contain the following provisions:
 - a. The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured.
 - b. All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida.

In addition, the following wording must be included on the Certificate of Insurance Certificate Holder: The School Board of Broward County, Florida, 600 Southeast Third Avenue, Fort Lauderdale, Florida 33301.
 - viii) Cancellation of Insurance. The subcontractor is prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and must notify SBBC within two business days if required insurance is cancelled.
 - ix) Approval of Policies of Insurance. The School Board of Broward County, Florida reserves the right to review, reject or accept any required policies of insurance, including limits, coverage's or endorsements, herein throughout the term of this Agreement.
- c) For the subcontractors (and subconsultants) that are specifically excluded in subsection b) above, as between SBBC and the County, the County shall take any and all responsibility for the negligent act(s) or omission(s) for such subcontractors (and subconsultants). County shall not perform any actions that may give rise to a cause of action (whether by law or equity) by contractors or subconsultants against

SBBC, and County shall not pass through any causes of action filed against it by contractors or subconsultants. Nothing in this section limits any claims or rights the County may have against the subcontractor or subconsultant at issue.

2.21 **Notice.** When either party desires to give notice to the other party, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. At present, the Parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to: Director, Risk Management Department
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

To County: County Administrator
Broward County
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
E-mail: bhenry@broward.org *with copy to*
rharrod@broward.org

With a Copy to: Director of Regional Emergency Services and
Communications
Broward County
201 NW 84th Avenue
Plantation, Florida 33324

2.22 **Background Screening.** During the Activation Period, schools will be closed. During the time that the Evacuation Shelters are deemed active, County personnel and County's Subcontractor present in the Evacuation Shelters during such time need not complete a background screening. Any County personnel and County Subcontractor present in schools before or after the Activation Period must be escorted by SBBC.

2.23 **Indemnification and Liability.**

a) The County and SBBC are public entities subject to Section 768.28, Florida Statutes. Each Party agrees to be fully responsible for its own negligence, its own acts or omissions, and its own employees' negligence and acts or omissions when such employees are acting within the course and scope of their employment, and

agrees to be liable for any damages resulting from said negligence, acts, and/or omissions.

- b) Each Party (the “Indemnifying Party”) shall indemnify, hold harmless, and defend the other Party and all of the other Party’s current, past, and future officers, agents, servants, and employees (collectively, “Indemnified Party”) from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys’ fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of the Indemnifying Party, its officers, employees, agents, or servants, arising from, relating to, or in connection with this Agreement (collectively, a “Claim”).
- c) If any Claim is brought against an Indemnified Party, the Indemnified Party must provide prompt written notice to the Indemnifying Party and not take any action to prejudice the defense of the Claim. Unless otherwise agreed by the Parties, the Indemnifying Party shall have the right to control the defense (including, but not limited to case strategy) of the Claim, including, without limitation, settlement of the Claim. Any outside counsel retained by the Indemnifying Party to defend the Indemnified Party against the Claim shall require advance approval by the SBBC’s General Counsel or the County Attorney, as applicable, of the Indemnified Party, which approval shall not be unreasonably withheld.
- d) Each Party retains, and may assert to the full extent applicable in connection with the assertion, litigation, or defense of any Claim, all rights, defenses, and immunities provided by Section 252.51, Florida Statutes. Notwithstanding the provisions of Section 252.51, the Parties shall fully comply with the indemnification obligations as stated in this Section 2.23, which shall remain binding on the Parties in the event of a Claim to which Section 252.51 is or is alleged to be applicable. The Parties agree and stipulate that the provisions of Section 252.51, Florida Statutes, do not alleviate or nullify this contractual agreement to indemnify as stated in this Section 2.23.
- e) The obligations of this section shall survive the expiration or earlier termination of this Agreement and shall be fully binding upon the Parties until such time as the later of (i) any proceeding brought on account of this Agreement is barred by any applicable statute of limitations, or (ii) the applicable Claim is finally resolved, including through the conclusion of any appellate proceedings.

2.24 **Audit.** Each party shall have the right to audit the books, records, and accounts of the other party that are related to this Agreement. Each party shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. Each party shall preserve and make available, at reasonable times for examination and audit by the other party, all financial records, supporting documents, statistical records, and any other documents pertinent to the Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes). If any

audit has been initiated and audit findings have not been resolved at the end of the retention period or five (5) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings.

- 2.25 **Incorporation by Reference.** Exhibits 1 through 3 attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

ARTICLE 3 – GENERAL CONDITIONS

- 3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.
- 3.02 **No Third-Party Beneficiaries.** The Parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the Parties intend to directly or substantially benefit a third party by this Agreement. The Parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the Parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third Parties in any matter arising out of any contract.
- 3.03 **Independent Contractor.** The Parties to this Agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee, or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds, or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.
- 3.04 **Equal Opportunity Provision.** The Parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion, sex, or sexual orientation in the performance of the Parties' respective duties, responsibilities, and obligations under this Agreement.
- 3.05 **Termination.** This Agreement may be canceled with or without cause by either party upon one hundred and eighty (180) calendar days' written notice to the other party of its desire to terminate this Agreement, providing that no such termination shall be effective between June 1st through November 30th of each year of this Agreement. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement

agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate. The County's termination of this Agreement does not relieve it of any obligation under this Agreement to reimburse SBBC for costs incurred prior to the effective date of termination. The termination of this Agreement does not relieve either Party of its obligations to comply with the applicable statutory requirements under Chapter 252, Florida Statutes.

- 3.06 **Breach; Remedies.** The Parties agree that, in the event that either party is in breach of its obligations under this Agreement, the nonbreaching Party shall provide to the breaching Party (30) calendar days written notice to cure the breach. However, in the event said breach cannot be cured within said thirty (30) calendar day period and the breaching party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the breaching party additional cure time. Upon the occurrence of a default due to a breach that is not cured during the applicable cure period, this nonbreaching Party may pursue any and all applicable remedies in equity or at law, including injunctive relief. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination without cause pursuant to Section 3.05 or alleviate or modify the limitations and timing requirements for a notice of termination stated in Section 3.05.
- 3.07 **Annual Appropriation.** Both Parties acknowledge that the term of this Agreement extends beyond a single fiscal year and may be contingent upon an annual budgetary appropriation by its board or governing body. Notwithstanding, this or any provision in this Agreement, both Parties stipulate, acknowledge, and agree that failure to appropriate funding for its performance under this Agreement does not alleviate the obligations to comply with the applicable requirements of this Agreement under Florida law, including without limitation, Chapter 252, Florida Statutes.
- 3.08 **Public Records.** Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.
- 3.09 **Education Records.** SBBC shall not provide the County with any student records under this Agreement. SBBC shall use reasonable efforts to ensure all student records are secured in locked storage units/locations at all times during the Emergency Period.

- a) Notwithstanding any provision to the contrary within this Agreement, if County receives or encounters education records while within any SBBC facilities it shall:
- i) fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records;
 - ii) hold any education records in strict confidence and not use or redisclose same;
 - iii) not share, publish, sell, distribute, target advertise, or display education records to any third party;
 - iv) notify SBBC immediately upon County's discovery of a breach of confidentiality of education records by telephone at 754-321-0300 (Manager, Information Security), and 754-321-1900 (Privacy Officer), and email at privacy@browardschools.com;
 - v) solely to the extent the breach results from the negligence, recklessness, or willful misconduct of County or its subcontractors, take all necessary notification steps (with costs paid by the County only in proportion to County's fault), as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes.
 - vi) fully cooperate with appropriate SBBC staff, including Privacy Officer and/or Information Technology staff to resolve any privacy investigations and concerns in a timely manner; and
 - vii) be available to assist SBBC in resolving obligations associated with a security breach of confidentiality of education records.
- b) All education records shall remain the sole property of SBBC. The County claims no ownership or property rights thereto and, shall immediately return any education records to SBBC that are in the County's possession.

3.10 **Compliance with Laws.** Each party shall comply with all applicable federal and state laws, codes, rules, and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement. In particular, SBBC shall maintain the confidentiality of all data, files, and records, including client records, related to the services provided pursuant to this Agreement in accordance with applicable state and federal laws, rules, and regulations, and any County program-specific supplemental protocols, which are incorporated herein by reference and the receipt of which is acknowledged by SBBC upon execution of this agreement. SBBC is required to have written policies and procedures

ensuring the protection and confidentiality of protected health information. The County reserves the right to review SBBC's policies and procedures.

- 3.11 **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida, and shall be payable and performable in Broward County, Florida.
- 3.12 **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.
- 3.13 **Entirety of Agreement.** This document 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. The prior agreement between the Parties titled Agreement Between The School Board of Broward County, Florida, and the Broward County Board of County Commissioners, dated March 13, 2001, is hereby terminated as of the Effective Date of this Agreement. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.
- 3.14 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.
- 3.15 **Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred, or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.
- 3.16 **Captions.** The captions, section designations, section numbers, article numbers, titles, and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe, or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.
- 3.17 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses, or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable, or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable, or void sections, paragraphs, sentences, clauses, or provisions had never been included herein.
- 3.18 **Preparation of Agreement.** 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.

- 3.19 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.
- 3.20 **Waiver.** The Parties agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.
- 3.21 **Force Majeure.** The Parties agree and stipulate that this Agreement is intended to be performed during hurricanes and other disasters. If, despite good faith efforts to perform under this Agreement a Party is prevented from doing so by reason of hurricanes, other disasters, fire, earthquake, explosion, wars, pandemic, sabotage, accident, flood, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"), the Party so affected, upon giving reasonable notice to the other Party, shall be excused from performance of the particular duty, requirement, or obligation so affected by the Force Majeure event. Prior to declaring a Force Majeure event, the affected Party shall first have taken reasonable steps to avoid and remove such cause of potential nonperformance, and after declaring a Force Majeure event, the affected Party shall continue to take reasonable steps to avoid and remove such cause of nonperformance and shall resume performance of the affected duty, requirement, or obligation whenever such cause is removed. For clarity, any declaration of Force Majeure as to one Shelter shall not apply to any other Shelter unless specifically so stated. Reasonable notice is not required under this section if the applicable Force Majeure event prevents the Party from complying with the notice requirement; in such event, the affected Party shall provide notice as timely and to the extent reasonably practical under the circumstances. In no event shall a lack of funds on the part of either Party be deemed Force Majeure.
- 3.22 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC or the County (if applicable), obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds, shall survive the termination of this Agreement.
- 3.23 **Agreement Administration.** SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this

Agreement. The County has delegated authority to the County Administrator or his/her designee to take any actions necessary to implement and administer this Agreement.

- 3.24 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Use of Facilities for Public Hurricane Evacuation Shelter Agreement on the date first above written.

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

FOR SBBC

(Corporate Seal)


THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____
Donna P. Korn, Chair

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:




Office of the General Counsel

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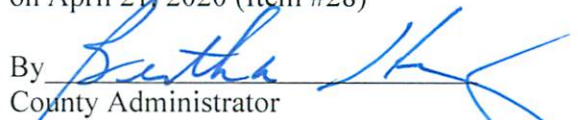
FOR COUNTY

WITNESS:


(Signature)
MARYANNE DARBY

(Print Name of Witness)

BROWARD COUNTY, by and through
its County Administrator, as authorized by the
Broward County Board of County Commissioners
on April 21, 2020 (Item #28)

By 
County Administrator

1st day of June, 2020


(Signature)

MATTHEW EATON

(Print Name of Witness)

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By  5/30/2020
René D. Harrod (Date)
Deputy County Attorney



[THIS SPACE INTENTIONALLY LEFT BLANK; EXHIBITS FOLLOW]

EXHIBIT 1 – Shelters List

No.	Facility No.	Facility Name	Facility Address
1.	4702	ATC - Arthur Ashe, Jr. campus (Homeless Assistance Center)	1701 NW 23rd Avenue Fort Lauderdale, FL 33311
2.	2041	Beachside Montessori Village Elementary School	2230 Lincoln Street Hollywood, FL 33020
3.	3771	Challenger Elementary School	5703 NW 94th Ave. Tamarac, FL 33321
4.	3741	Coconut Palm Elementary School	13601 Monarch Lakes Blvd. Miramar, FL 33027
5.	2011	Coral Cove Elementary School	5100 SW 148th Avenue Miramar, FL 33027
6.	3861	Coral Glades High School	2700 Sportsplex Dr. Coral Springs, FL 33065
7.	3751	Dolphin Bay Elementary School	16450 Miramar Parkway Miramar, FL 33027
8.	2942	Everglades Elementary School	2900 Bonaventure Blvd. Weston, FL 33331
9.	3731	Everglades High School	17100 SW 48 Court Miramar, FL 33027
10.	3622	Falcon Cove Middle School	4251 Bonaventure Blvd. Weston, FL 33332
11.	0851	Floranada Elementary School	5251 NE 14th Way Fort Lauderdale, FL 33334
12.	3531	Fox Trail Elementary School	1250 Nob Hill Road Davie 33324
13.	3642	Gator Run Elementary School	1101 Glades Parkway Weston, FL 33327
14.	0131	Gulfstream Academy of Hallandale Beach	1000 SW 8th Street Hallandale, FL 33009
15.	3471	Indian Ridge Middle School	1355 S Nob Hill Rd, Davie FL 33324
16.	3591	Lakeside Elementary School	900 NW 136th Avenue Pembroke Pines, FL 33026
17.	3821	Liberty Elementary School	2450 Banks Road, Margate FL 33063
18.	3101	Lyons Creek Middle School	4333 Sol Press Blvd. Coconut Creek, FL 33073
19.	3841	Manatee Bay Elementary School	19200 Manatee Isles Dr. Weston, FL 33332
20.	0481	McNicol Middle School	1602 S 27th Ave. Hollywood, FL 33020
21.	4772	Millennium Middle School	5803 NW 94th Ave. Tamarac, FL 33321

No.	Facility No.	Facility Name	Facility Address
22.	3541	Monarch High School (Homeless Assistance Center)	5050 Wiles Road Coconut Creek, FL 33073
23.	3911	New Renaissance Middle School (Homeless Assistance Center)	10701 Miramar Blvd. Miramar, FL 33025
24.	0881	New River Middle School	3100 Riverland Rd. Fort Lauderdale, FL 33312
25.	0711	Orange Brook Elementary School	715 S. 46th Avenue Hollywood, FL 33021
26.	3571	Panther Run Elementary School	801 NW 172nd Avenue Pembroke Pines, FL 33029
27.	3761	Park Lakes Elementary School	3925 N. State Road 7 Lauderdale Lakes, FL 33319
28.	3781	Park Trails Elementary School	10700 Trails End Road Parkland, FL 33076
29.	3631	Parkside Elementary School	10257 NW 29th Street Coral Springs, FL 33065
30.	1881	Pines Middle School	200 NW Douglas Road Pembroke Pines, FL 33024
31.	0941	Plantation Elementary School	651 N. W. 42nd Ave. Plantation, FL 33317
32.	0185	Pompano Beach High School	600 N.E. 13th Ave. Pompano Beach, FL 33060
33.	3701	Rock Island Elementary School	2350 NW 19th St. Fort Lauderdale, FL 33311
34.	0422	Sheridan Technical High School	3775 SW 16th St. Fort Lauderdale, FL 33312
35.	3371	Silver Lakes Elementary School	2300 SW 173rd Avenue Miramar, FL 33027
36.	3491	Silver Palms Elementary School	1209 NW 155th Avenue Pembroke Pines, FL 33028
37.	3581	Silver Shores Elementary School	1701 SW 160 Avenue Miramar, FL 33027
38.	3331	Silver Trail Middle School	18300 Sheridan St. Fort Lauderdale, FL 33331
39.	3661	Sunset Lakes Elementary School	18400 SW 25th Street Miramar, FL 33029
40.	3481	Tradewinds Elementary School	5400 Johnson Road Coconut Creek, FL 33073
41.	0511	Watkins Elementary School	3520 S.W. 52nd Ave. Pembroke Park, FL 33023
42.	3971	West Broward High School	500 NW 209 Avenue Pembroke Pines, FL 33029
43.	3871	Westglades Middle School	11000 Holmberg Rd. Parkland, FL 33076

EXHIBIT 2

SHELTER SITE REVIEW FORM

PART I

SHELTER NAME: _____

DATE OPENED: _____ TIME: _____

THE ABOVE SHELTER WAS INSPECTED BY ME AND THE FOLLOWING DAMAGE TO THE BUILDING, FACILITIES AND/OR EQUIPMENT WAS NOTED: (if none, write "none")

BC BY: _____
Shelter Manager

SBBC BY: _____
School Representative

PART II

SHELTER NAME: _____

DATE CLOSED: _____ TIME: _____

THE ABOVE SHELTER WAS INSPECTED BY ME AND FOUND TO HAVE NO ADDITIONAL DAMAGE UNLESS NOTED BELOW:

BC BY: _____
Shelter Manager

SBBC BY: _____
School Representative

EXHIBIT 3 – Invoice Requirements

The SBBC submission should include a cover letter, wages, food & food supplies, Shelter supplies, utilities, and applicable certification letters. A financial summary of all costs must tie to detail. All back-up that supports the invoice should be included (e.g., timesheets, food & food supplies inventory used by school, Shelter supplies used by school, utilities invoices for electric, water, recycle / roll-off by school).

The County will review the invoice cross-referenced with the supporting documentation to confirm the components of the event (dates of services billed, timesheets with supervisory level approvals, confirmation of Shelter location, times, and review of pro-rated formulas utilized to compute utility costs, and documentation for attendance and wage costs). The review is not a comprehensive audit of documentation, but rather a determination if costs and supporting documentation are consistent with the components of the event invoiced.

Minimum Documentation Requirements:

- Cover letter signed by certifying authority (designated by SBBC).
- Invoice (electronic Excel spreadsheet).
- SBBC Excel Spreadsheet utilized to compute expenses.
- SBBC Excel Spreadsheet utilized to record staff wages including hourly rate of pay
- Summary of all costs.
- Any other FEMA documentation identified by County as required.
- Copies of the applicable SBBC Pay Policies and fringe benefits calculations in accordance with SBBC Policy for the applicable SBBC employees during the specified Declared Emergency.
- Individual listing of each cost category with copy of source documentation (e.g., electric bills, water bills, food invoices, and timesheets with authorized signatures, etc.). Source documentation should reflect physical address/location of the Shelter.
- Forced Account Labor forms for all SBBC employees.
- Two (2) authorizing signatures on each timesheet including staff initials per SBBC form requirement.
- Ensure timesheets capture the grey sky role of the employee (e.g., Facility Manager, etc.).
- Individual Shelter roster identifying all employees (with grey sky role) that worked in the Shelter, by Shelter location.
- Shelter Survey indicating damage/loss and request for reimbursement (Damage reports must be received within 60 days).
- Fully executed Certification Letter for each expense category attesting that all original documentation, validations, and verifications have been vetted and approved by authorized staff of SBBC.