

AGREEMENT BETWEEN THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

AND

BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS

THIS AGREEMENT, made and entered into this ___ day of _____ 2001, by and between:

The School Board of Broward County, Florida
600 S.E. 3rd Avenue
Ft. Lauderdale, Florida 33301
(Hereinafter referred to as "the SCHOOL BOARD")

AND

The Broward County Board of Commissioners
115 South Andrews Avenue
Ft. Lauderdale, Florida 33301
(Hereinafter referred to as "BROWARD COUNTY")

WITNESSETH

WHEREAS, the SCHOOL BOARD is dedicated to providing education programs for students; and

WHEREAS, BROWARD COUNTY is dedicated to providing disaster services to all residents of Broward County, Florida, before, during and after a potential disaster;

WHEREAS, the SCHOOL BOARD and BROWARD COUNTY both desire to enter into this Agreement to establish the terms and conditions under which school facilities will be utilized by Broward County for Emergency Shelters.

NOW, THEREFORE IN CONSIDERATION of the mutual covenants and agreements as herein set forth, the parties agree as follows:

1. RECITALS: The above recitals are true and correct, and are incorporated herein by reference.
2. LOCATIONS: The SCHOOL BOARD will allow BROWARD COUNTY to select and utilize any available facilities they deem appropriate and necessary as emergency shelters. The locations delineated on Exhibit 1 attached hereto have been surveyed and selected by BROWARD COUNTY for this Agreement. Further, the SCHOOL BOARD hereby authorizes the Superintendent or his designee to amend the facilities list by substitution, addition, or deletion to accommodate the needs of BROWARD COUNTY in servicing the community during a hurricane emergency or other emergency requiring emergency shelters.
3. STAFFING OF SHELTERS: The SCHOOL BOARD and BROWARD COUNTY agree that a minimum of four (4) Facilities Servicepersons shall report to each emergency shelter site, open the shelter and remain at the site until the emergency is terminated. These workers shall be under the direction and control of BROWARD COUNTY. The SCHOOL BOARD agrees additional Facilities Servicepersons and/or Maintenance Employees may be requested by BROWARD COUNTY. Each Facilities Serviceperson or Maintenance Employee shall be paid by the SCHOOL BOARD from his/her time of arrival until his/her time of departure. If the SCHOOL BOARD approves payment of employees who were released from duty due to the emergency, BROWARD COUNTY shall reimburse the SCHOOL BOARD for any amounts paid to the Facilities Servicepersons or Maintenance Employees in excess of the amount approved.

All Facilities Servicepersons and Maintenance personnel shall be paid for services rendered under this Agreement according to the adopted salary schedule, plus fringe benefits in compliance with SCHOOL BOARD Policy 1341 and the SCHOOL BOARD'S Union contract.

4. CUSTODIAL ASSISTANCE: During and after an emergency, the SCHOOL BOARD, at its sole discretion, shall provide custodial assistance or cleaning services and BROWARD COUNTY will be billed for those services which are directly attributed to the use of the SCHOOL BOARD'S facilities by BROWARD COUNTY.

5. CAFETERIA EMPLOYEES: The SCHOOL BOARD and BROWARD COUNTY agree that a minimum of one (1) Cafeteria Manager and two (2) additional Cafeteria Employees shall supervise the kitchen area (if available) in the emergency shelter. Additional Food Service personnel may be requested by BROWARD COUNTY. These workers shall be paid from their time of arrival until their time of departure. If the SCHOOL BOARD approves payment of employees who were released from duty due to the emergency, BROWARD COUNTY shall reimburse the SCHOOL BOARD for any amounts paid to the Cafeteria Managers in excess of the amount approved.

All Food Service personnel shall be paid for services rendered under this Agreement according to the adopted salary schedule for services, plus fringe benefits in compliance with SCHOOL BOARD Policy 1341 and the SCHOOL BOARD'S Union contract.

6. USE OF COMMODITIES: The SCHOOL BOARD agrees to permit BROWARD COUNTY to utilize any and all commodities available at each facility. The United States Department of Agriculture (USDA) will replace those commodities that are furnished to the SCHOOL BOARD by USDA. All other commodities consumed, used, distributed, or purchased under this Agreement will be reimbursed by BROWARD COUNTY at the original invoice price.

7. FOOD SERVICE DRIVERS: BROWARD COUNTY agrees to pay the salary of the SCHOOL BOARD'S food service drivers to facilitate the movement of food to closed or inactive schools should they need to be utilized as shelters. These workers shall be paid from their time of arrival until their time of departure. If the SCHOOL BOARD approves payment of employees who were released from duty due to the emergency, BROWARD COUNTY shall reimburse the SCHOOL BOARD for any amounts paid to the SCHOOL BOARD'S food service drivers in excess of the amount approved.

8. AREAS FOR UTILIZATION: BROWARD COUNTY agrees to survey the intended shelter sites and work with the various school principals to identify specific locations to be utilized within the buildings to meet the needs of BROWARD COUNTY.

9. MODIFICATION OF FACILITIES: BROWARD COUNTY may make modifications to the selected facilities (including the construction of storm shutters) for purposes of improving accessibility and improving the security of the facilities against damage. The expense of such modification shall be bore solely by BROWARD COUNTY.

The SCHOOL BOARD reserves the right to review all specifications for permanent modifications and retains the right for final inspection.

10. TRAINING: Prior to the start of each hurricane season, BROWARD COUNTY agrees to present an inservice training program to those SCHOOL BOARD'S employees who will be assisting on a full-time basis BROWARD COUNTY'S employees at school sites. The SCHOOL BOARD will provide a facility for the training program.

11. CONTACT: BROWARD COUNTY agrees to provide to the SCHOOL BOARD the names and telephone numbers of BROWARD COUNTY personnel assigned to the sites by May 15th of each year.

12. DAMAGES: BROWARD COUNTY agrees to repay the SCHOOL BOARD for any and all damages occurring as a result of its use of SCHOOL BOARD facilities under this Agreement. For example, any item broken, requiring repair, will be reported to BROWARD COUNTY and the SCHOOL BOARD'S Maintenance Department. An invoice will be issued to BROWARD COUNTY which reflects the actual time and material charges. In addition, any clearing of school buildings requires joint approval from the BROWARD COUNTY Shelter Supervisor and the SCHOOL BOARD Department Representative. This work may include, but not limited to, steam carpet cleaning, (only those areas used by the shelter may be serviced under this Agreement). Approved charges will be submitted to BROWARD COUNTY for payment. It is the SCHOOL BOARD'S responsibility to the residents of BROWARD COUNTY to reopen school as quickly as possible so that students may resume their normal education.

13. REIMBURSEMENT: BROWARD COUNTY agrees to provide reimbursement for all charges within one hundred and twenty (120) days of receipt of completed invoices listing those employees by name, social security number and actual time worked, along with any other charges or costs for damages due under this Agreement. The SCHOOL BOARD shall invoice BROWARD COUNTY for all such charges and costs within one hundred and twenty (120) days after completion of any emergency period.

14. SPECIAL NEEDS SHELTERS: BROWARD COUNTY agrees to inspect, and refuel the generators prior to any emergency. The SCHOOL BOARD assumes no liability for the operation of any generators or any other life support device since the SCHOOL BOARD has no control over any of the special equipment necessary for persons at special need shelters. The SCHOOL BOARD cannot be certain that the generator capacity is equal or exceeds the needs of the shelters. Further, BROWARD COUNTY is responsible for the assignment of qualified medical and other personnel in adequate numbers to render proper and appropriate care in the special need shelters.

15. NOTICES: When any 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 the paragraph. For the present, the parties designate the following as the respective places for giving notice:

The School Board of Broward County, Florida:

Superintendent of Schools
600 Southeast 3rd Avenue
Fort Lauderdale, Florida 33301

With a Copy to:

Jerry Graziose, Director
Safety Department
1320 Southwest 4th Street, Bldg. 4
Fort Lauderdale, Florida 33312

The Broward County Board of Commissioners:

County Administrator
Broward County
115 S. Andrews Avenue, Room 409
Fort Lauderdale, Florida 33301

With a Copy to:

Kitty Somerville, Director
Substance Abuse and
Health Care Services Division
112 Southeast 3rd Avenue
Fort Lauderdale, Florida 33316

16. NEGLIGENCE: Each party agrees to be fully responsible for its employee's or agent's acts of negligence when such employee or agent is acting within the scope of his/her employment or agency and agrees to be liable for any damages resulting from said negligence to the extent permitted by law and in

accordance with Chapter 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency to which sovereign immunity may be applicable. 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 or this Agreement.

17. INDISCRIMINATION: The parties shall not discriminate against any employee or participant in this program because of race, age, religion, color, gender, national origin, marital status, physical or mental disability, sexual orientation (Broward County Code, Chapter 16 ½) and political affiliation.

18. TERM AND TERMINATION: This Agreement may be terminated by either party during the term thereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. The term of this Agreement shall commence on the last date of complete execution by both parties and shall continue for a period of one (1) year thereafter, and shall be automatically renewed thereafter for successive one year terms unless terminated in accordance with the provisions stated in Paragraph 18 herein. If the term of this Agreement extends beyond a single fiscal year of BROWARD COUNTY, the continuation of this Agreement beyond the end of any fiscal year shall be subject to the availability of funds from BROWARD COUNTY in accordance with Chapter 129, Florida Statutes. Additionally, this Agreement may be terminated for cause or for convenience by either party during the term thereof upon at least thirty (30) days' prior written notice to the other party of its desire to terminate this Agreement.

19. AUDIT RIGHT AND RETENTION OF RECORDS: 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 this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Fla. Stat.), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by either party to be applicable to the other party's records, such party shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by such party. Any incomplete or incorrect entry in the books, records, and accounts of the SCHOOL BOARD shall be a basis for BROWARD COUNTY'S disallowance and recovery of any payment upon such entry.

20. INDEPENDENT CONTRACTOR: each party is an independent contractor under this Agreement. Services provided by any party pursuant to this Agreement shall be subject to the supervision of such party. In providing such services, neither party nor its agents shall act as officers, employees, or agents of the other party. This Agreement shall not constitute or make the parties a partnership or joint venture.

21. APPLICABLE 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 to the jurisdiction of the state courts of the Seventeenth Judicial Circuit of Broward County, Florida.

22. PRIOR AGREEMENTS SUPERSEDED AND AMENDMENTS: This document incorporates and includes all prior negotiations, correspondences, 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. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by the School Board of Broward County, Florida, and by the Broward County Board of Commissioners.

22. CERTIFICATION OF EMPOWERMENT: 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.

(The remainder of this page is intentionally left blank)

IN WITNESS THEREOF, the parties hereto have made and executed this Agreement for Emergency Shelters: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Chair or Vice Chair, authorized to execute same by Board action on the 13th day of March, 2001, and SCHOOL BOARD, signing by and through its duly authorized to execute same.

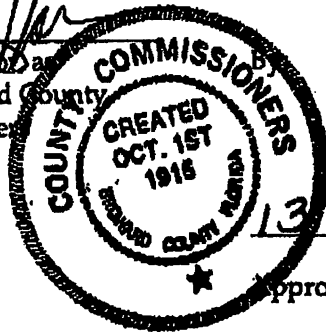
COUNTY

ATTEST:

BROWARD COUNTY, by and through its Board of County Commissioners

[Signature]
Broward County Administrator and
Ex-officio Clerk of the Broward County
Board of County Commissioners

[Signature]
John E. Rodstrom, Jr.
Chairperson



13 Day of March, 2001

Insurance requirements
Approved by Broward County
Risk Management Division

Approved as to form by:

Office of County Attorney
EDWARD A. DION, County Attorney
Attorney for Broward County, Florida
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By: [Signature]

By: [Signature]
KAREN S. GORDON
Assistant County Attorney

THE SCHOOL BOARD

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By: [Signature]
Paul D. Eichner, Esq., Chairperson
School Board of Broward County, Florida

Attest: [Signature]
Franklin L. Till, Jr.
Superintendent of Schools

Approved as to Form:
By: [Signature]
Edward J. Marko
School Board Attorney

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

SAFETY DEPARTMENT

TELEPHONE: (954) 765-6300

FACSIMILE: (954) 760-7386

EXHIBIT I

Special Needs Shelters

Indian Ridge Middle School

McNicol Middle School

New River Middle School

Sunset School