**TRI-PARTY AGREEMENT FOR EMERGENCY SHELTERS**

**THIS AGREEMENT,** made and entered into on this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_, 2018 by and between **LEON COUNTY, FLORIDA** a Charter County and political subdivision of the State of Florida (hereinafter the “County”) and the **LEON COUNTY SCHOOL BOARD** (hereinafter the “District”); and the **CAPITAL AREA CHAPTER OF THE AMERCAN RED CROSS** (hereinafter the “Red Cross”), and the Parties hereto agree as follows:

**WHEREAS**, safeguarding the life and property of its citizens is an innate responsibility of the governing body of each political subdivision of the state; and,

**WHEREAS**, Hurricane Irma (2017) triggered the largest statewide evacuation in Florida history, and the largest mass care shelter operation in Leon County’s history; and,

**WHEREAS**, the County has developed an emergency management plan and program that is coordinated and consistent with the state comprehensive emergency management plan and program, which includes a sheltering component; and,

**WHEREAS**, the Red Cross is a non-profit humanitarian organization, chartered by the United States Congress, that provides disaster relief to survivors of disasters; including mass care activities; and,

**WHEREAS**, during a declared state or local emergency and upon the request of the director of the county emergency management agency, the district school board in the affected area shall participate in emergency management by providing facilities and necessary personnel to staff such facilities; and,

**WHEREAS**, the District has been a long-time partner in shelter operations and disaster recovery, most especially with Hurricane Hermine (2016) and Hurricane Irma.

**NOW**, **THEREFORE** the County, the District and the Red Cross, in the interest of mutual support and cooperation in mass care shelter readiness, agree to the following:

 SECTION 1.

 The Parties hereto agree that the above and foregoing whereas clause sections are true and correct, and binding upon the Parties, and are hereby incorporated into this Agreement.

 SECTION 2. THE SHELTER OPERATIONS PLAN FOR THE COUNTY

 The Parties hereto agree to operate in accordance with the following Shelter Operations Plan, which includes performing all respective responsibilities and meeting all respective obligations as set forth below:

In the 2018 Statewide Emergency Shelter Plan, the Florida Division of Emergency Management states that public sheltering during emergency evacuation is planned, resourced and managed by local emergency management (Leon County Emergency Management) in collaboration with local agencies and community organizations. Shelters are generally opened 24 to 36 hours before forecasted onset of tropical-storm-force winds (40+ miles per hour) and remain open for about 72 hours after the end of storm conditions.

 This shelter operations plan develops and defines the major responsibilities and objectives of Leon County Emergency Management and its affiliates to operate safe, secure, and accessible shelters that provide basic life-sustaining services. As such, the following shelter operations plan primarily considers the following two types of sheltering:

* **Risk -** A facility that is safe and provides essential support services, and is **located inside of a hazard risk area; e.g., projected path of an approaching hurricane or severe storm**. As local conditions may present hazards such as storm surge inundation, inland rainfall flooding, high winds, or hazardous materials which may exceed the building codes of the facility, shelter selection criteria in ARC 4496 ([American Red Cross’s Standards for Hurricane Evacuation Shelter Selection](http://www.floridadisaster.org/Response/engineers/documents/2008SESP/2008-SESP-AppxC.pdf)) do need to be considered. For planning purposes, the operational period of a Risk Evacuation Shelter is from 24 hours prior to forecast landfall time until 72 hours after landfall of a hurricane or severe storm. The designation does not imply that a shelter is capable of affording complete protection or is free from hazards but only that it meets established minimum safety criteria.
* **Host** – A facility that is safe and provides essential support services, and is **located outside of a hazard risk area; e.g., projected path of an approaching hurricane or severe storm**. As local conditions are not expected to present hazards such as storm surge inundation, inland rainfall flooding, high winds, or hazardous materials which exceed the building codes of the facilities, shelter selection guidelines in ARC 4496 ([American Red Cross’s Standards for Hurricane Evacuation Shelter Selection](http://www.floridadisaster.org/Response/engineers/documents/2008SESP/2008-SESP-AppxC.pdf)) do not have to be considered. For planning purposes, the operational period of a Host Evacuation Shelter is from 24 hours prior to forecast landfall time until 72 hours after landfall of a hurricane or severe storm.

 In short, host shelters are often opened for evacuees from other communities who may seek safety in the County. Risk shelters are for local residents who may by impacted by disaster and should seek shelter in more secure housing.

 Also, Leon County Emergency Management, in coordination with the District, will maintain a list of preferred risk shelter sites to be opened in preparation for and in response to disaster. The preferred risk shelter list is a subsection of the overall District facilities that are geographically diverse, have storm hardening, and would best serve the community during a disaster. When directing the opening of the District facilities, Leon County Emergency Management will consider the preferred risk shelter list while also reserving the right to open other school facilities as community need dictates.

 The following shelter operations plan outlines responsibilities for the following agencies during a natural or manmade disaster that necessitates the opening of risk shelters in the County. Each agency below also has one or more associated responsibilities related to sheltering.

Specific activities in support of the sheltering operations plan are:

**As to the County:**

**Major Responsibilities**

* To activate, coordinate, and maintain the shelter operations plan, which includes directing the opening of risk and host shelters as the disaster dictates.
* Request resources from the State of Florida and ensure all requested aid and resources are deployed.
* Direct the Florida Department of Health in the County to open special needs shelters as needed. Once activated, FDOH in the County is the lead agency in providing trained medical care and feeding for special needs shelterees. The County will support special needs shelter operations through Leon County Emergency Medical Services and other County-specific functions.
* Lead pet accessible sheltering operations in coordination with the Big Bend Disaster Animal Response Team. Such resources include but are not limited to: trailers for kenneling, trained volunteers and/or staff to assist with kenneling and care of pets, and food and other equipment.

**Specific Objectives**

* Direct the opening of risk and host shelters in preparation for or in response to disaster.
* When needed, activate the sheltering operations plan and all associated partners in response to a hazard threatening the County.
* Convene the shelter operations plans members prior to hurricane season to discuss, update, and verify the shelter operations plan as outlined in this document.
* Update and revise the shelter operations plan as needed with the input from all associated partners.
* Coordinate with sheltering operations partners before, during, and after a disaster to make necessary resource requests of the State of Florida. Resources could include but are not limited to: cots, water, shelf-stable meals, and other supplies.
* Direct the transition of sheltering operations from risk shelters at the District facilities to host shelters at faith-based, nonprofit, and local government locations.
* Coordinate with the Florida Division of Emergency Management (FDEM) to maintain and update a list of recognized host and risk shelters. Recognized risk shelters will be assessed and surveyed by FDEM staff to verify the buildings meet ARC 4496 standards.

**As to the District:**

**Major Responsibilities**

* Designate staff from the District to work as on site **shelter managers** for the District facilities to support risk sheltering in the County. Shelter managers are responsible for providing leadership, supervision, and administrator support for the risk shelters and are responsible for the shelter’s overall operation.
* Designate staff from the District to work as **shelter workers** for the District facilities to support risk sheltering in the County. Shelter workers work with the shelter managers to help intake, process, support, and otherwise care for shelterees at a risk shelter. Duties include but are not limited to assisting with registration, setting up cots and other resources, and assisting with other tasks as needed.

**Specific Objectives**

* Provide initial shelter operations training to the District staff in coordination with the Red Cross and Leon County Emergency Management. All shelter managers and shelter workers should be trained to the Red Cross standards.
* Refresh shelter operations training with the District staff prior to each hurricane season (June 1). All shelter managers and shelter workers should be trained to Red Cross standards.
* In collaboration with Leon County Emergency Management and the Florida Division of Emergency Management, assisting in maintaining and updating a list of recognized host and risk shelters. Recognized risk shelters will be assessed and surveyed by FDEM staff to verify the buildings meet ARC 4496 standards.
* Maintain a list of preferred school sites to be opened as risk shelters, understanding that Leon County Emergency Management may direct the opening of other schools not on the preferred list as the disaster and community need dictates.
* Identify locations within preferred school sites where pet accessible shelter operations are to be set up.

**As to the Red Cross:**

**Major Responsibilities**

* Recruit, train, and deploy community volunteers to support risk and host shelter operations in Leon County.
* Provide all training to the District staff and community volunteers. Shelter operations training will be refreshed prior to the beginning of hurricane season (June 1).
* Continue to operate host sheltering in the County by direction of the County or the State of Florida.
* Provide food and other resources for host shelters and risk shelters.
* Provide oversight of shelter managers.

**Specific Objectives**

* Continue to operate all host sheltering activities for the County in coordination with faith-based, nonprofit, and local government entities. Host sheltering includes receiving evacuees from other communities while the County is not at risk of a direct impact. In addition, host sheltering includes transitioning risk sheltering populations from the District facilities to other faith-based, nonprofit, and local government facilities. This ensures that the District facilities can reopen when schools return to normal operations.
* Warehouse, maintain, and deliver sheltering equipment such as but not limited to: cots, bedding, food supplies, signage, toiletries, etc. Materials will be used in both host and risk sheltering in the County.
* Coordinate with community partners to feed shelterees according to the Red Cross shelter standards.

SECTION 3. TIMELINE FOR ACTIVATING SHELTER OPERATIONS PLAN

The Parties hereto agree to use reasonable efforts to abide by the timeline set forth below:

The following timeline provides a broad overview of actions to be taken to activate and implement the shelter operations plan in preparation for a hurricane, tropical storm, or other natural hazard that can be forecasted days in advance. Leon County Emergency Management acknowledges that not all disasters will have advance notice, however the last two major disasters (Hermine and Irma) to affect the County have provided days of advance notice to prepare and deploy. An “at-a-glance” review of the major responsibilities set forth in this section is attached hereto as Exhibit A and incorporated herein by reference.

This timeline uses the forecasted storm track, specifically 5-day error cone, 3-day error cone, etc.

**Five Days from Impact**

The County activates the Shelter Operations Plan and convenes partners to discuss implementation of the plan. Leon County Emergency Management may involve any other agency or community entities at their discretion:

* The County
* The District
* The Red Cross
* Florida Department of Health in Leon County
* Leon County Emergency Medical Services
* Leon County Animal Control
* Big Bend Disaster Animal Response Team
* Leon County Volunteer Services (VolunteerLEON)
* Community Organizations Active in Disaster, leadership representative

**Four Days from Impact**

* Leon County Emergency Management designates a Shelter Operations Liaison in the Emergency Operations Center. The Shelter Operations Liaison will assist in coordinating with other entities and providing updates to the Emergency Management Director.
* Leon County Emergency Management directs Shelter Operations Plan participants to assess inventory and resources, including but not limited to: cots, water, shelf-stable meals, and other supplies.
* The District notifies principals and staff of a potential disaster that would necessitate a need for shelter staffing.
* The District assesses shelter manager and shelter worker availability.
* The Red Cross continues activating local and regional volunteers to assist with the possible need for host and risk shelters.
* The Red Cross completes any additional training for shelter managers and shelter workers if needed.
* The Red Cross begins recruiting for just-in-time volunteers to assist with shelter operations.

**Three Days from Impact**

* Leon County Emergency Management designates risk shelters to open 24-48 hours before impact. These designated shelters strongly considers but is not limited by the FDEM recognized list of shelters as well as the District list of preferred sheltering sites.
* Where applicable, shelter participants such as the Red Cross, Leon County Animal Control, and Big Bend Disaster Animal Response Team, pre-deploy resources to designated shelter locations.
* If necessary, the District makes shelter managers and shelter workers available for just in-time-training by the Red Cross.
* The Red Cross continues any just-in-time training as needed.

**Two Days from Impact**

* Risk or host shelters open as directed by Leon County Emergency Management. The County will be considered a host community if the error cone no longer includes the County. The County will be considered a risk community if the error cone includes the County.
* The District staffs all risk shelters with the District personnel.
* The Red Cross coordinates with community participants on feeding plans for both risk and host shelters. When possible, the Red Cross also assists FDOH in the County with feeding plans at the special needs shelter if requested.
* At this time, all sheltering resources have been deployed to risk shelters and operations are underway. The Shelter Operations Liaison confirms and reports all activities.
* Pet accessible sheltering is in place at all designated shelters.

**One Day from Impact**

* Additional risk or host shelters are opened by direction of Leon County Emergency Management.
* Operations continue through the storm’s impact.

**One Day After Impact**

* Leon County Emergency Management convenes Shelter Operations Plan participants to discuss transitioning from risk sheltering to host sheltering. As risk shelters are demobilized, the District staff return to their normal schedules.
* Leon County Emergency Management will prioritize moving from risk sheltering at the District facilities to host shelters at faith-based or other facilities so as to help the community return to normal faster.

If the County is a host community, Leon County Emergency Management coordinates with FDEM to discuss messaging of when evacuees can safely return.

 SECTION 4. TERMINATION

Any Party may terminate this Agreement without cause, by giving the other Parties not less than thirty (30) days prior written notice of its intent to terminate. In no event shall a Party be required to give the other Parties such thirty (30) days written notice if, in the opinion of the terminating Party, either of the other Parties is unable to perform its obligations hereunder, or if in the opinion of the terminating Party, the services being provided are not satisfactory. In such case, the terminating Party may immediately terminate the Agreement by providing a notice of termination to the other Parties.

Termination of this Agreement for any reason under this Section will not affect (i) any liabilities or obligations of the Parties arising before such termination or as a result of the events causing such termination, or (ii) any damages or other remedies to which a Party may be entitled to under this Agreement, at law or in equity, arising out of a breach of this Agreement.

SECTION 5. INDEMNIFICATION

 The Parties agree to be fully responsible for their own acts of negligence and agree to be liable for any claims or damages proximately caused thereby; provided, however, that the liability of the County and the District is each subject to the monetary limitations and defenses imposed by Section 768.28, Florida Statutes. The Parties acknowledge that the foregoing shall not constitute an agreement by any Party to indemnify the others, nor a waiver of sovereign immunity, nor a waiver of any defense the Parties may have under such statute, nor as consent to be sued by third parties.

SECTION 6. RECORDS AND RECORDS RETENTION

All Parties shall comply with public records access requirements set forth in section 119.0701(2), Florida Statutes, including the obligation to:

1. Keep and maintain public records required by the County or the District to perform the Services required under this Agreement.

2. Upon request from the County or the District’s custodian of public records, provide the County or the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Term of this Agreement and following termination of the Agreement if the Parties do not transfer the records to the County and/or the District.

4. Upon termination of the Agreement, transfer, at no cost, to the County and/or the District all public records in possession of the Parties or keep and maintain public records required by the County or the District to perform the Services required hereunder. If the Parties transfer all public records to the County and/or the District upon termination of the Agreement, the Parties shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Parties keep and maintain public records upon termination of the Agreement, the Parties shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County and/or the District, upon request from the County or the District’s custodian of public records, in a format that is compatible with the information technology systems of the County or the District.

5. IF ANY OF THE PARTIES HAVE QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PARTY’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

For County-

For LCSB- Julie Jernigan, (850)487-7363, jerniganj@leonschools.net

SECTION 7. NOTICE

* 1. Upon execution of the Agreement, each Party shall provide in writing, the name of the Party’s staff member who will be responsible for the submission of all Party’s records, reports, invoices or documents to the County necessary for the administration of this Agreement.
	2. All notices required hereunder shall be in writing sent by United States certified mail, postage prepaid, return receipt requested, overnight courier or by hand delivery. All notices required under this Agreement shall be given to the Parties at the addresses below or at such other place as the Parties may designate in writing.

Notice to the County: Name:

Mathieu Cavell, Assistant to the County Administrator

 Address:

Leon County, County Administration

 301 South Monroe Street, 5th Floor

 Tallahassee, FL 32301

Notice to the District: Name: Robert Tricquet, Director, District Security Center

 Address:

 District Security Center

3420 West Tharpe St.

Tallahassee, FL 32303

Notice to the Red Cross: Name:

 Address:

SECTION 8. CONTRACT MANAGEMENT

1. Kevin Peters, Emergency Management Coordinator, shall be and is hereby authorized as the representative of the County, responsible for the day to day operational management of the provisions of the Agreement, unless or until a written notice is provided to the Parties stating otherwise.
2. No officer, employee, agent or representative of the Parties shall communicate, in any form or manner, with any County Commissioner or Commissioner’s staff, regarding any particular matter related to the Parties’ performance under this Agreement.

For the purpose of this section, a Party’s representative shall include, but not be limited to, the Party, if an individual or its employee, partner, officer, director, consultant, lobbyist, or any actual or potential subcontractor or consultant of said Party.

The provisions of this section shall not apply to oral communications or written materials presented at any public proceeding, including any public meetings of the Board of County Commissioners.

SECTION 9. MISCELLANEOUS PROVISIONS

1. Status

The Parties at all times relevant to this Agreement shall be an independent contractor and in no event shall any of the Parties nor any employees or subcontractors under it be considered to be employees of any other Party.

1. Assignments

This Agreement shall not be assigned as a whole or in part without the prior written consent of any Party.

* 1. Non-Waiver

Failure by any Party to enforce or insist upon compliance with any of the terms or conditions of this Agreement or failure to give notice or declare this Agreement terminated shall not constitute a general waiver or relinquishment of the same, or of any other terms, conditions or acts but the same shall be and remain at all times, in full force and effect.

* 1. Modifications

This Agreement constitutes the entire understanding of the Parties. Any modifications to this Agreement must be in writing.

* 1. Venue

Venue for all actions arising out of this Agreement shall lie in Leon County, Florida.

* 1. Construction

The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Florida.

* 1. Compliance With Anti-Discrimination Legislation

In providing, or contracting to provide services, programs or activities, maintaining facilities, and otherwise performing obligations under this Agreement, the Parties shall comply with the Americans with Disabilities Act, the Civil Rights Act of 1964, as amended, the Florida Civil Rights Act of 1992, and any other federal or state law or County ordinance that prohibits discrimination on the basis of race, color, national origin, religion, sex, age, marital status, disability, sexual orientation or gender identity.

* 1. Headings In This Agreement

The headings in this Agreement are for convenience only, confirm no rights or obligations in either Party, and do not alter any terms of this Agreement.

* 1. Severability

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, shall remain in full force and effect as if such invalid or unenforceable term had never been included.

* 1. Force Majeure

If either Party is prevented from or delayed from performing any obligations under this Agreement (except payment or financial obligations) by circumstances beyond its control, including but not limited to fires, hurricanes, severe weather, floods, pandemics, quarantines, war, civil disturbances, acts of terrorism, acts of God, or significant threats of such circumstances, or any future laws, rules, regulations, orders, or acts of any local, state, or federal government (“Force Majeure”), then the affected party shall be excused from performance hereunder during the period of disability. The party claiming Force Majeure shall promptly notify the other party in writing when upon learning of the existence of a Force Majeure condition, and when the Force Majeure condition has terminated. Notwithstanding anything in this Agreement to the contrary, the term “Force Majeure” does not include or excuse performance under this Agreement for events relating to increased costs associated with fuel, labor, labor disputes, insurance, or other expenses of performing the obligations hereunder.

* 1. Survival of Obligations

Cancellation, expiration, or earlier termination of this Agreement shall not relieve the Parties of obligations that by their nature should survive such cancellation, expiration, or termination.

* 1. Counterparts

This Agreement may be executed in any number of counterparts, and each executed counterpart shall have the same force and effect as an original instrument.

* 1. Sovereign Immunity

Nothing herein shall be construed as a waiver of any rights and privileges afforded the County or the District, as separate political subdivisions of the State of Florida, under section 768.28, Florida Statutes, as amended.

* 1. Attorneys’ Fees and Costs.

In the event of a dispute arising under this Agreement, whether or not a lawsuit or other proceeding is filed, the prevailing Party shall be entitled to recover its reasonable attorneys’ fees and costs, including attorneys’ fees and costs incurred in litigating entitlement to attorneys’ fees and costs, as well as in determining or quantifying the amount of recoverable attorneys’ fees and costs. The reasonable costs to which the prevailing Party is entitled shall include costs that are taxable under any applicable statute, rule or guideline, as well as non-taxable costs, including, but not limited to, costs of investigation, copying costs, electronic discovery costs, telephone charges, mailing and delivery charges, information technology support charges, consultant and expert witness fees, travel expenses, court reporter fees, and mediator fees, regardless of whether such costs are otherwise taxable.

**IN WITNESS WHEREOF** the Parties evidence this Agreement through the execution of this Tri-Party Agreement For Emergency Shelters by their duly authorized signatures.

 LEON COUNTY, FLORIDA

 By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Vincent S. Long

 County Administrator

ATTESTED BY:

Gwendolyn Marshall, Clerk of Court

& Comptroller, Leon County, Florida

By:

APPROVED AS TO FORM:

Leon County Attorney’s Office

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Herbert W. A. Thiele, Esq.

 County Attorney

 LEON COUNTY SCHOOL BOARD

 By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Alva Striplin, Board Chair

ATTESTED:

By:

Rocky Hanna, Superintendent of Schools

APPROVED AS TO FORM:

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Opal McKinney-Williams, Esq.

 School Board Attorney

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Witness) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**AMERICAN RED CROSS NORTH FLORIDA REGION**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Witness) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Bob Pearce, Regional Disaster Officer