

APR 22 2025

INTERLOCAL AGREEMENT

**BETWEEN THE BOARD OF COUNTY COMMISSIONERS, LEVY COUNTY,
FLORIDA AND THE SCHOOL BOARD OF LEVY COUNTY, FLORIDA CONCERNING
THE USE OF FACILITIES AND REIMBURSEMENT OF EMERGENCY SHELTER
COSTS AT SCHOOL BOARD FACILITIES**

This Interlocal Agreement ("Agreement") is made and entered into this April 22, 2025 between Levy County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereafter referred to as "COUNTY," and the School Board of Levy County, Florida, hereinafter referred to as "SCHOOL BOARD".

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969," authorizes local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, Part I of Chapter 163, Florida Statutes permits "public agencies" as defined in Section 163.01(3)(b), to enter into interlocal agreements with each other to exercise jointly any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, the Florida Legislature has found that safeguarding the life and property of its citizens is an innate responsibility of the governing body of each political subdivision of the state; and

WHEREAS, pursuant to Section 252.38(l)(d), Florida Statutes, during a declared state or local emergency and upon the request of the Director of a local emergency management agency, the School Board shall participate in emergency management by providing facilities and the necessary personnel to staff such facilities; and

WHEREAS, the County and the School Board, together constituting the "Parties" to this Agreement, mutually desire that the School Board make available certain school facilities for emergency shelters and the personnel to staff such shelters.

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

1. Recitals

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

2. Purpose

The SCHOOL BOARD agrees, that after meeting its responsibilities to pupils and upon request of COUNTY, it will permit the use of specific mutually agreed upon public school facilities, by COUNTY as emergency shelters in advance of a potential emergency and during and after an emergency. Use of the public school facilities as shelters shall be in accordance with all applicable laws, ordinances and SCHOOL BOARD Policies, including but not limited to prohibitions against the possession and/or use of firearms, tobacco products and illegal drugs on SCHOOL BOARD-owned property. The SCHOOL BOARD shall have the absolute discretion to remove from a shelter any member of the public who violates any of the applicable laws, ordinances or SCHOOL BOARD Policies. SCHOOL BOARD will bear any risk in the event enforcement of any of its Policies leads to any claim, demand, damages, or suit. The parties acknowledge that this Agreement does not address or permit the accommodation of pets at any SCHOOL BOARD-owned shelters, which shall be the subject of a future amendment to this Agreement and subject to approval by the respective governing bodies.

3. Staffing

The SCHOOL BOARD agrees to operate, supervise and staff the shelters with SCHOOL BOARD personnel, including but not limited to: cafeteria staff, custodians, and appropriate administrative staff as mutually acceptable to the COUNTY and SCHOOL BOARD.

4. Reimbursement

The COUNTY shall be responsible for reimbursing the SCHOOL BOARD for all reasonable and necessary costs and expenses incurred by the SCHOOL BOARD in providing the school facilities as an emergency shelter, except that School Board employees' regularly scheduled salary will not be reimbursed. In the event a disaster has been declared, the COUNTY shall submit its claims for reimbursement directly through the Federal Emergency Management Agency ("FEMA") Public Assistance ("PA") Program. The COUNTY will submit project worksheets ("PW") to FEMA for approval of eligible project expenses. The SCHOOL BOARD shall provide any information requested by the COUNTY in support of completing a PW. The COUNTY will bear the risk if FEMA does not approve full reimbursement of expenses or if a disaster is not declared.

Prior to any reimbursement by the COUNTY, the SCHOOL BOARD shall submit to the COUNTY Department of Emergency Management an invoice documenting all reasonable and necessary costs and expenses incurred by the SCHOOL BOARD in providing the

school facilities pursuant to the COUNTY's request to the SCHOOL BOARD through its Department of Emergency Management. COUNTY may require reasonable additional documentation from SCHOOL BOARD of costs and expenses sufficient to document its expenditures. Reimbursement requests will normally be paid within thirty (30) days following the COUNTY's receipt of the invoice(s), but in no event more than sixty (60) days, unless the COUNTY formally disputes in writing some or all of the costs and expenses as set forth herein. Notwithstanding the forgoing, the COUNTY shall reimburse all undisputed costs and expenses not later than sixty (60) days from receipt of the invoice. If the COUNTY disputes a cost or expense, the COUNTY shall provide SCHOOL BOARD with a written explanation of the basis of the dispute within fifteen (15) days of receipt of the invoice, and the parties shall attempt to resolve the dispute in accordance with the provisions of Section 21 of this Agreement.

SCHOOL BOARD staff overtime costs, which includes straight time pay and time and one-half pay, will be reimbursed in accordance to the SCHOOL BOARD's pay policy. The COUNTY will not reimburse for the SCHOOL BOARD employees' regularly scheduled salary expenses. The SCHOOL BOARD's invoice to the COUNTY must contain supporting documentation that will include each employee's name, job title, status (exempt, non-exempt, bargaining unit), FT/PT, hourly rate, benefit rate breakdown, regular and overtime hours separately, copies of time sheets, and purpose of work. SCHOOL BOARD staff will work with COUNTY finance staff to ensure that all documentation is formatted in a manner that is applicable to FEMA standards.

5. Liability

By this Agreement, the SCHOOL BOARD recognizes that for the purposes stated, the SCHOOL BOARD is an active participant with COUNTY in this community service endeavor. Each are cognizant of the provisions of Chapter 252, Florida Statutes, pertaining to Emergency Management, particularly Section 252.51, Florida Statutes, insulating both the SCHOOL BOARD and COUNTY from liability due to death of or injury to, any person on or about emergency shelter premises or for loss of, or damage to, the property of any such person unless the gross negligence or the willful and wanton misconduct of one of the Parties is the proximate cause of such death, injury, loss or damage occurring during such sheltering period.

In addition to the COUNTY's reimbursement of the SCHOOL BOARD costs and expenses set forth above, the COUNTY shall reimburse the SCHOOL BOARD for the actual cost to repair or replace SCHOOL BOARD-owned real and personal property that is lost or damaged as a result of the use of the school facility as an emergency shelter, unless such loss or damage is caused by SCHOOL BOARD employees or unless it was caused by

the actual disaster (e.g., hurricane related property damage, etc.). The SCHOOL BOARD shall promptly notify the COUNTY of any loss or damage that qualifies for reimbursement and COUNTY shall reimburse the SCHOOL BOARD within sixty (60) days of the receipt of invoice satisfactory to COUNTY. If the COUNTY disputes a cost of repair or replacement, the COUNTY shall within fifteen (15) days of receipt of the invoice, provide SCHOOL BOARD with a written explanation of the basis of the dispute with regard to the disputed repair or replacement and the parties shall attempt to resolve the dispute in accordance with the provisions of Section 21 of this Agreement.

6. Indemnification

Subject to the provisions and only within the limitations of Section 768.28, Florida Statutes, and without waiving sovereign immunity, the Parties recognize their respective tort liability for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee acting within the scope of the employee's office or employment. It is expressly understood that this provision shall not be construed as; i) a waiver of any right, defense or immunity that the Parties have under Chapter 768.28, Florida Statutes, or any other statute, ii) an agreement by either Party hereto to indemnify the other; or iii) consent by either Party to be sued by third parties. Each Party covenants to maintain sufficient general liability and worker's compensation coverage, unless self-insured, regarding its respective liability, throughout the term of this Agreement.

7. Insurance

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

8. Non-Discrimination

The Parties shall not unlawfully discriminate against any individual on the basis of his or her race, age, religion, ancestry, color, ethnicity, gender, national origin, marital status, familial status, disability, sexual orientation, genetic information, or gender identity or expression with respect to any activity occurring or under this Agreement.

9. Modifications

This Agreement may be modified or amended only by mutual written consent of the Parties.

10. Relationship of the Parties

The Parties hereto acknowledge that their relationship is that of independent contractors. No employee of either Party shall be deemed an employee of the other Party. Nothing contained herein shall be construed to create a partnership or joint venture between the Parties.

11. No Third Party Beneficiaries

This Agreement and the provisions hereof are for the exclusive benefit of the Parties hereto and their affiliates and not for the benefit of any third person, nor shall this Agreement be deemed to confer or have conferred any rights, express or implied, upon any other third person.

12. Notices

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

If to the County:

County Manager
310 School Street
PO Box 310
Bronson, FL 32621

With Copy to:

Emergency Management Director
7911 NE 90th Street
Bronson, FL 32621

And

County Attorney
612 E. Hathaway Ave
Bronson, FL 32621

If to School Board:

Tamara M. Boyle, Superintendent
480 Marshburn Drive
Bronson, FL 32621

With Copy to:

John R. Lott, Jr.
480 Marshburn Drive
Bronson, FL 32621

13. Severability

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

14. Waiver and Delay

No waiver or delay of any provision of this Agreement at any time will be deemed a waiver of any other provision of this Agreement at such time or will be deemed a waiver of such provision at any other time.

15. Assignment; Binding Agreement

Neither party shall assign this Agreement or any interest herein without the written consent of the other party, which consent shall not be unreasonably withheld or delayed. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

16. Governing Law and Venue

This Agreement shall be construed in accordance with the laws of the State of Florida. Any dispute arising with respect to this Agreement is subject to the laws of Florida. Venue for any litigation arising from this Agreement will be in Levy County, Florida.

17. Execution, Term and Termination

This Agreement shall be executed by the SCHOOL BOARD first, followed by execution by the COUNTY. The term of this Agreement shall commence on the date the fully executed Agreement is filed with the Clerk of the Court of COUNTY and shall remain in effect until December 1st 2029, or sooner if replaced by a substitute agreement or otherwise terminated in accordance to this paragraph. This Agreement may be terminated with or without cause by either party to the Agreement by providing at least one hundred eighty (180) days' prior written notice to the other party, but in no event shall this Agreement terminate during the period of June 1 through November 30 of each year ("Hurricane Season"), or during any COUNTY declared state of emergency. A notice of termination shall be held in abeyance until the conclusion of any applicable Hurricane Season or a declared state of emergency.

18. Access and Audits

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

If submitting reimbursement requests to the COUNTY, the SCHOOL BOARD shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least seven (7) years after completion or termination of this Agreement. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the SCHOOL BOARD'S place of business.

19. Public Records

The COUNTY and SCHOOL BOARD shall comply with Florida's public records laws, and specifically agree to: 1) keep and maintain public records that ordinarily and necessarily would be required in accordance with the applicable records retention schedule, 2) provide the public with access to public records at a cost that does not exceed the cost provided in Chapter 119, F.S., and 3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by laws.

20. Construction

The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein express 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.

21. Dispute Resolution

As a condition precedent to a party bringing any suit for breach of this Agreement, that party must first notify the other party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. If the parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to both parties. The existence of a dispute shall not excuse the parties from performance pursuant to this Agreement. This remedy is supplemental to any other remedies available at law.

22. Entire Agreement

This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

23. Filing

A copy of this Agreement shall be filed with the Clerk of the Court in Levy County, Florida along with the Levy County Department of Emergency Management.

24. Force Majeure

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the dates set forth below.

**BOARD OF COUNTY COMMISSIONERS
OF LEVY COUNTY, FLORIDA**

ATTEST: Clerk of the Circuit Court
And Ex Officio Clerk to the Board
Of County Commissioners

Matt Brooks, Clerk

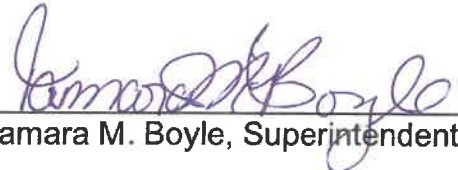
Desiree Mills, Chair
Date: _____

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Nicolle M. Shalley, County Attorney

**SCHOOL BOARD OF LEVY COUNTY,
FLORIDA**

ATTEST:



Tamara M. Boyle, Superintendent



Cameron Asbell, Chairman of the Board

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY



David Delaney, School Board Attorney

BOARD APPROVED

APR 22 2025