
**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Memorandum of Understanding between Seminole Community College and Seminole County for the use of Seminole Community College's Building J as a dependent care shelter.

DEPARTMENT: Public Safety

DIVISION: Emergency Management

AUTHORIZED BY: Tad Stone

CONTACT: Shirley Exner

EXT: 5102

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute the Memorandum of Understanding between Seminole Community College (SCC) and Seminole County for the use of Seminole Community College's Building J as a dependent care shelter.

District 5 Brenda Carey

Tad Stone

BACKGROUND:

The Board entered into a Memorandum of Understanding (MOU) with SCC to provide a facility as a dependent care shelter for Seminole County Government and SCC staff at the August 26, 2003 meeting. The current MOU designates Building G (Fine Arts Building) as the dependent care shelter. Since that time, it has been determined that a need exists to change from the current building (Building G) to a more self sufficient facility.

The proposed Memorandum of Understanding designates Building J, rooms 100, 2000E, 2000H, and 2000L as the new dependent care shelter. This facility houses it's own generator and HVAC system, whereas the current designated facility does not.

STAFF RECOMMENDATION:

Staff recommends the Board approve and authorize the Chairman to execute the Memorandum of Understanding between Seminole Community College (SCC) and Seminole County for the use of Seminole Community College's Building "J" as a dependent care shelter.

ATTACHMENTS:

1. Current MOU (2003)
2. New MOU (2007)

Additionally Reviewed By:

County Attorney Review (Ann Colby)

MEMORANDUM OF UNDERSTANDING

USE OF SEMINOLE COMMUNITY COLLEGE FACILITY AS A DEPENDENT CARE SHELTER

**THIS MEMORANDUM OF UNDERSTANDING IS ENTERED INTO BY
THE FOLLOWING PARTIES:**

SEMINOLE COMMUNITY COLLEGE

AND

SEMINOLE COUNTY

Florida Statutes 252.38 directs the use of personnel, school buildings, grounds and equipment for mass care shelters and transportation for evacuees during a state or local emergency, based upon the request of the local Emergency Management agency. In Seminole County the local Emergency Management agency is directed by the Director of the Department of Public Safety.

The Parties hereby mutually desire to reach an understanding that will result in making the Seminole Community College facility available to Seminole County Emergency Management and Seminole Community College staff for use as a dependent shelter during an emergency.

**NOW THEREFORE, BE IT MUTUALLY AGREED BY THE SEMINOLE
COMMUNITY COLLEGE AND SEMINOLE COUNTY THAT:**

1. The College will permit, upon request by Seminole County, the use of Building "G" (known as the Fine Arts Building), as a dependent shelter with a capacity to shelter 150 individuals.
2. Seminole County agrees that it shall exercise reasonable care in the conduct of its activities in such facility. All individuals sheltered in the College shall sign a Hold Harmless Agreement. The College and Seminole County will advise their respective employees and dependents of the need to bring their own subsistence items. Retired employees of the College and their dependents are eligible to utilize the shelter.
3. The College's contact will be available through the Administration Office or other means during the time the College is not in operation. In the event the shelter needs to be opened, Seminole County Emergency Management will promptly contact the College's representative. The Office of Emergency Management will determine when to open the shelter. Seminole Community College and the Office of Emergency Management will

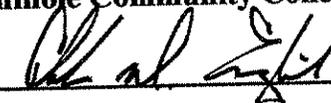
provide a knowledgeable shelter manager to coordinate the overall operation and various functions of the shelter (i.e., registration, communication, child care, etc).

4. A facility survey will be conducted jointly by the College representative and the Seminole County representative at opening and closing of the shelter to identify any damages as a result of sheltering activities.

5. The College will furnish the name of the individual who will be primarily responsible for administering this Memorandum of Understanding for the College District Board of Trustees. Seminole County will annually furnish the name of the individual who shall be responsible for administering this Memorandum of Understanding for Seminole County.

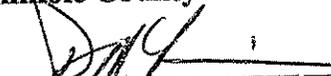
IN WITNESS THEREOF, Seminole Community College and Seminole County Office of Emergency Management, has caused this Memorandum of Understanding to be executed, said agreement to become effective and operative with the fixing of the last signature hereto.

Seminole Community College

by 

Title Chairman Date 07/15/03
District Board of Trustees

Seminole County Board of County Commissioners

by 
Daryl McLain

Title Chairman Date 8-26-03
Seminole County Board of County Commissioners

MEMORANDUM OF UNDERSTANDING
BETWEEN
SEMINOLE COMMUNITY COLLEGE
AND
SEMINOLE COUNTY

This MEMORANDUM OF UNDERSTANDING is hereby made and entered into by and between The District Board of Trustees of Seminole Community College, hereinafter referred to as SCC, and Seminole County.

Subject: Use of Seminole Community College facility as a dependent care shelter.

1. *The Purpose:* The parties hereby mutually desire to reach an understanding that will result in making the SCC facility available to Seminole County Government and SCC staff for use as a dependent shelter during an emergency.
2. *Background:* The Memorandum of Understanding replaces the Memorandum of Understanding between The District Board of Trustees of Seminole Community College and Seminole County dated 26 August 2003.
3. *Reference:* Florida Statutes 252.38 directs the use of personnel, school buildings, grounds, and equipment for mass care shelters and transportation for evacuees during a state of local emergency, based upon the request of the local Division of Emergency Management.
4. *Scope:* SCC will permit upon request by Seminole County Division of Emergency Management the use of Building J, rooms 100, 2000E, 2000H, and 2000L, as a dependent shelter with a capacity to shelter 165 individuals.
5. *Agreements:* Seminole County agrees that it shall exercise reasonable care in the conduct of its activities in such facility. All individuals sheltered in the college shall sign a Hold Harmless Agreement.

Seminole County and SCC will advise their respective employees and dependents of the need to bring their own emergency supplies. Retired employees of Seminole County and SCC, including their dependents, are eligible to utilize the shelter. In the event the shelter needs to be opened, the Seminole County Division of Emergency Management will promptly contact the SCC representatives.

The Division of Emergency Management will determine when to open the shelter depending on threats to Seminole County.

SCC contact will be available through the Administrative Office or other means during the time the college is not in operation.

6. *Staffing:* Seminole County Government will provide a knowledgeable shelter manager to coordinate overall operation and various functions of the shelter including registration, communications and child care. SCC will provide a security officer on the premises to provide access to the building and serve as liaison with the SCC senior staff.

7. *Survey*: A facility survey will be conducted jointly by SCC and the Seminole County shelter manager at opening and closing of the shelter to identify any damages as a result of sheltering activities. Survey results will be provided to the Seminole County Division of Emergency Management and SCC Administration at closing.
8. *Modifications / Addendums*: Modifications within the scope shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed.
9. *Participation in similar activities*: This instrument in no way restricts Seminole County from participating in similar activities with other public or private agencies, organizations, and individuals.
10. *Contacts*: Seminole County Division of Emergency Management and SCC will furnish the names of the individuals, with backup, who will be responsible for administering this Memorandum of Understanding.

IN WITNESS THEREOF, Seminole Community College and Seminole County Government, has caused this Memorandum of Understanding to be executed, said agreement to become effective and operative with the fixing of the last signature hereto.

ATTEST:
The District Board of Trustees of Seminole Community College

By: 
 Title: Chairman

Date: 8/21/07

**Board of County Commissioners
 Seminole County, Florida**

 MARYANNE MORSE
 Clerk to the Board of County
 Commissioners of Seminole
 County, Florida.

By: _____
 CARLTON HENLEY, Chairman

Date: _____

For the use and reliance of
 Seminole County only.

Approved as to form and legal
 sufficiency.

As authorized for execution by
 the Board of County
 Commissioners at their
 _____, 20__
 regular meeting.

 County Attorney