

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: First Amendment to Memorandum of Understanding Use of School Board Facilities as Mass Care Shelters and the Transportation of Evacuees

DEPARTMENT: Public Safety

DIVISION: Emergency Management

AUTHORIZED BY: Tad Stone

CONTACT: Shirley Exner

EXT: 5102

MOTION/RECOMMENDATION:

Approve and authorize Chairman to execute the First Amendment to Memorandum of Understanding, Use of School Board Facilities as Mass Care Shelters and the Transportation of Evacuees.

County-wide

Tad Stone

BACKGROUND:

Florida Statutes Chapter 252 directs the School Board to participate in Emergency Management by providing facilities, necessary staff and transportation assistance in an emergency. The American Red Cross is directed to take the lead in the mass care and feeding of evacuees. To ensure that adequate preparations have been made to deal with and recover from disasters and to protect the public health and safety in shelters, the School Board, American Red Cross and Seminole County entered into an agreement for providing such needs on January 23, 2001.

The State Division of Emergency Management requires that all memorandums of Agreement be updated and remain current. This First Amendment to Memorandum of Understanding dated January 23, 2001 provides for the updated list of current primary shelters in Seminole County.

STAFF RECOMMENDATION:

Staff recommends the Board approve and authorize the Chairman to execute First Amendment to Memorandum of Understanding, Use of School Board Facilities as a Mass Care Shelters and the Transportation of Evacuees

ATTACHMENTS:

1. Mass Care MOU
2. 1st MOU for Mass Care Shelters
3. MOU Mass Care Co Attorney

Additionally Reviewed By:

County Attorney Review (Ann Colby)

**FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING
USE OF SCHOOL BOARD FACILITIES AS MASS CARE SHELTERS
AND THE TRANSPORTATION OF EVACUEES**

THIS FIRST AMENDMENT is made and entered into this _____ day of _____, 20____ and is to that certain Memorandum of Understanding made and entered into on January 23, 2001, between THE SEMINOLE COUNTY SCHOOL BOARD, whose address is 400 East Lake Mary Boulevard, Sanford, Florida 32773, hereinafter referred to as "SCHOOL BOARD," the AMERICAN RED CROSS OF CENTRAL FLORIDA, hereinafter referred to as "RED CROSS," and SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, SCHOOL BOARD, RED CROSS, and COUNTY entered into the above-referenced Memorandum of Understanding on January 23, 2001, for use of School Board facilities  as mass care shelters and the transportation of evacuees; and

WHEREAS, the parties desire to amend the Memorandum of Understanding so as to enable both parties to continue to enjoy the mutual benefits it provides,

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained herein, the parties agree to amend the Memorandum of Understanding as follows:

1. Addendum "A" of the Memorandum of Understanding is deleted in its entirety and is replaced by revised Addendum "A," attached hereto.
2. Except as herein modified, all terms and conditions of the Memorandum of Understanding shall remain in full force and effect for the term of the Memorandum of Understanding, as originally set forth in said Memorandum of Understanding.

Addendum: A (revised 7-23-07)

Seminole County Primary Emergency Shelters

Crystal Lakes Elementary, Lake Mary

Geneva Elementary, Geneva

English Estates Elementary, Fern Park

Lawton Chiles Middle, Oviedo

John Evans Elementary, Oviedo

Lake Brantley High, Altamonte Springs

Lake Mary High, Lake Mary

Midway Elementary, Sanford

Millennium Middle, Sanford

Lyman High, Longwood (Pet Friendly)

Walker Elementary, Chuluota

Winter Springs High, Winter Springs

Special Needs Shelters

Bentley Elementary, Sanford (Pet Friendly)

Highlands Elementary, Winter Springs

Layer Elementary, Winter Springs

This original document
must be returned to
Karen Brightman, SCPS
Borden

Memorandum of Understanding

USE OF SCHOOL BOARD FACILITIES AS MASS CARE SHELTERS AND THE TRANSPORTATION OF EVACUEES

This Memorandum of Understanding is entered into by the following parties:

SEMINOLE COUNTY SCHOOL BOARD

AND

AMERICAN RED CROSS

AND

SEMINOLE COUNTY

Pursuant to terms of Federal Statutes, American Red Cross provides emergency services on behalf of individuals and families who are victims of disaster.

The School Board is directed by Florida Statutes 252.38 to use 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 School Board's facilities available to the American Red Cross and Seminole County Emergency Management for use during an emergency.

NOW THEREFORE, BE IT MUTUALLY AGREED BY THE SEMINOLE COUNTY SCHOOL BOARD, AMERICAN RED CROSS AND SEMINOLE COUNTY THAT:

1. The School Board will permit, upon **determination and** request by Seminole County, the use of appropriate schools by the Red Cross as mass shelters (in accordance with addendum A, which is hereby made part of this agreement) for victims of disaster. The School Board shall designate staff for certain positions in each school used as a shelter **to assist the County and Red Cross in the opening and operation of campus shelter facilities**. This group of staff members will form the basis for a team of shelter coordinators for their assigned schools. These positions will include, but not be limited to, an administrator, a food service worker and custodial staff member. The team will be responsible

for limiting access to designated areas within the school, for coordinating and facilitating the use of the school's kitchen facilities and other areas within the school, and providing custodial support for the shelter.

2. The Red Cross agrees that it shall exercise responsible care in the conduct of its activities in such facilities and further agrees to replace any food and supplies used at the shelter or by Red Cross in conducting its activities. School Board food service personnel agree to keep and to provide an accurate account of all food products used during the operation of the shelter.
3. With the support of the School Board, the Red Cross will provide annual shelter operation training and updated information and support materials for all School Board employees responsible for assisting with shelter operations.
4. The School Board contact will be available through the district office or other means during the time the School Board is not in operation. In the event shelters need to be opened, Seminole County Emergency Management will promptly contact the School Board's representative. In consultation, the Office of Emergency Management will determine appropriate shelters to open. The School Board will then begin notification of appropriate shelter coordinator teams for the selected shelters. In turn, the Red Cross will provide a trained shelter manager to **manage and oversee** the overall operation and various functions of the shelter (i.e., registration, food, preparation, communications, childcare, etc.). All parties understand **and agree** that a shelter shall not be announced as open until a Red Cross Shelter Manager is on site.
5. The School Board will authorize and direct the preparation of simple meals to the extent of existing food inventories and other supplies at the shelter. The School Board food service personnel, in consultation with Red Cross shelter personnel, will establish a menu plan of simple foods that can be prepared with or without electrical power. Additional food supplies will be shipped by the Red Cross to each shelter, as needed. As a backup system, the Red Cross will maintain an up to date list of purveyors, who can be reached on short notice, to provide various shelter supplies (i.e., food items, paper products, first aid supplies, flash lights, diapers, etc.). If needed, additional supplies will be ordered by the Red Cross.
6. The Red Cross will provide sufficient trained volunteers to perform all functions in each shelter.
7. A facility survey will be conducted jointly by the School Board and the Red Cross at opening and closing of the shelter to identify damages as a result of sheltering activities. The Red Cross will be responsible for reimbursement for repairs of such damage.

8. The School Board will furnish the name of the individual who will be primarily responsible for administrating this Memorandum of Understanding for the School Board. The Red Cross will annually furnish the name of the individual who shall be responsible for administrating this Memorandum of Understanding for the Red Cross.

9. Upon request from the Office of Emergency Management, transportation will be arranged by the School Board for evacuees to designated shelter locations within the boundaries of Seminole County. Evacuee pick up locations will be pre-designated prior to the request for transportation. The School Board will provide buses and drivers.

10. It is further agreed that the liability of each party to this agreement, in relation to shelter operations during disasters or states of emergency, is not increased because of the agreement, and is strictly governed by Florida Statute Chapter 252.51.

IN WITNESS THEREOF, Seminole County School Board, American Red Cross of Central Florida and Seminole County, has caused this Memorandum of Agreement to be executed, said agreement to become effective and operative with the fixing of the last signature hereto.

THE SCHOOL BOARD
OF SEMINOLE COUNTY, FLORIDA

By Sandra Robinson

Chairman 12/12/00
Title Date

AMERICAN RED CROSS
OF CENTRAL FLORIDA

By J. Halchman, Jr.

CEO 1/4/00
Title Date

SEMINOLE COUNTY BOARD
OF COUNTY COMMISSIONERS

By [Signature]

CHAIRMAN 1-23-2001
Title Date

ATTEST:

[Signature]

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida
For the use and reliance
of Seminole County only.
Approved as to form and
legal sufficiency.

[Signature]
County Attorney

Addendum: A

Seminole County Primary Emergency Shelters

Geneva Elementary, Geneva

English Estates Elementary, Fern Park

Lawton Chiles Middle School, Oviedo

John Evans Elementary, Oviedo

Lake Brantley High School, Altamonte Springs

Lake Mary High School, Lake Mary

Millennium Middle School, Sanford

Lyman High School, Longwood

Winter Springs High School, Winter Springs

Special Needs Shelter

Highlands Elementary, Winter Springs



**COUNTY ATTORNEY'S OFFICE
MEMORANDUM**

To: Maureen Long, Sr. Planner
Emergency Management

Cc: T. E. Stone, Director
Public Safety

From: Ann E. Colby, Assistant County Attorney
Ext. 7254

Date: July 25, 2007

Subject: Site Access Agreement

Enclosed is the First Amendment to the Memorandum of Understanding between the Seminole County School Board and Seminole County deleting and replacing Addendum "A". It must be approved and executed by the Board of County Commissioners.

Please give me a call if you have any questions or changes.

AEC:jjr
Enc.:
Amendment
Addendum "A"



REQUEST FOR COUNTY ATTORNEY'S OPINION

TO: Ann Colby, Assistant County Attorney

FROM: Maureen Long, Project Manager 1
Division of Emergency Management *[Signature]*

THROUGH: T. E. Stone, Director *[Signature]*
Department of Public Safety
[Department Director]

DATE: July 23, 2007

SUBJECT(S): Revised Addendum to Memorandum of Understanding

Background Documents Attached
[Must Be Provided If Available]

None available

1. Please Provide a Specific Statement of Facts Giving Rise to the Question(s):

We would like to update the Addendum of this Memorandum of Understanding between the School Board, American Red Cross and Seminole County to include the additional shelters we now have.

2. Please State the Specific Question:

Does the updating of the Addendum to the MOU require BCC approval?

3. Requested Response Date: July 30, 2007

4. Departmental Contact if Different than the Requestor: