

F. Consent Agenda - Emergency Management  
ITEM 24.



AGENDA REPORT  
July 10, 2018

**Approval of Memorandum of Agreement regarding Special Needs Shelter  
Generators**

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**SUBJECT:**

Approval of Memorandum of Agreement with Brevard Public Schools for generators at special needs shelters

**FISCAL IMPACT:**

There is currently no General Fund fiscal impact associated with this Agreement; as generator repairs or replacements become necessary, other funding sources will be sought.

**DEPT/OFFICE:**

Emergency Management

**REQUESTED ACTION:**

It is requested that the Board of County Commissioners approve a Memorandum of Agreement with the School Board of Brevard County regarding generators for special needs shelters. It is also requested that the Board authorize the County Manager or designee to execute necessary associated documents, subject to approval by the County Attorney's Office & Risk Management, and authorize any associated budgetary changes.

**SUMMARY EXPLANATION and BACKGROUND:**

Four of Brevard County's emergency shelters for special needs clients are located in Brevard Public Schools facilities. While general population shelters in Brevard County do not have generators, it is critical for special needs shelters to be able to maintain power during an outage due to the medical equipment that must continuously operate and for prescription medications that must remain refrigerated. Clients in special needs shelters are among the most vulnerable residents in the county during an emergency, and are medically fragile.

The generators for the special needs shelters were provided to Brevard Public Schools (BPS) in 2002 by the State of Florida, via Emergency Management, and they have been maintained by BPS personnel since that time. This Memorandum of Agreement documents which public agency is responsible for maintenance and which is responsible for replacement/repair.

This agreement has been coordinated and reviewed by Brevard County School Board

staff with a recommendation for approval at the 10 July 2018 School Board meeting.

**CLERK TO THE BOARD INSTRUCTIONS:**

**Please provide memorandum and 2 copies of the agreement, signed by the Chair in blue ink.**

**ATTACHMENTS:**

**Description**

- Memorandum of Agreement**
- Initial Contract Form signed by Risk Mgmt**

**BREVARD COUNTY  
BOARD OF COUNTY COMMISSIONERS**

## INITIAL CONTRACT REVIEW AND APPROVAL FORM

**SECTION I - GENERAL INFORMATION**

<b>1. Contractor:</b> School Board of Brevard County, Florida	
<b>2. Fund/Account #:</b> 1700/312019	<b>3. Department Name:</b> Emergency Management
<b>4. Contract Description:</b> agreement regarding generators at special needs shelters	
<b>5. Contract Monitor:</b> John Scott	<b>7. Contract Type:</b>  INTERGOVT/LOCAL
<b>6. Dept/Office Director:</b> Kimberly Prosser	

**SECTION II - REVIEW AND APPROVAL TO ADVERTISE**

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>SIGNATURE</u>	<u>DATE</u>
	<u>YES</u>	<u>NO</u>		
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____	_____
Risk Management	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
County Attorney	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____

**SECTION III - REVIEW AND APPROVAL TO EXECUTE**

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>SIGNATURE</u>	<u>DATE</u>
	<u>YES</u>	<u>NO</u>		
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Prosser, Kimberly <small>Digitally signed by Kimberly Prosser, DN: cn=Kimberly Prosser, o=Brevard County, ou=Florida, email=Kimberly.Prosser@brevard.net</small>	06/27/2018
Risk Management	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
County Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>Maureen L. Wilson</i>	6/27/18

**SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST**

<u>CM DATABASE REQUIRED FIELDS</u>	<u>Complete</u> ✓
Department Information	<input type="checkbox"/>
Department	<input type="checkbox"/>
Program	<input type="checkbox"/>
Contact Name	<input type="checkbox"/>
Cost Center, Fund, and G/L Account	<input type="checkbox"/>
Vendor Information (SAP Vendor #)	<input type="checkbox"/>
Contract Status	<input type="checkbox"/>
Contract Title	<input type="checkbox"/>
Contract Type	<input type="checkbox"/>
Contract Amount	<input type="checkbox"/>
Storage Location (SAP)	<input type="checkbox"/>
Contract Approval Date	<input type="checkbox"/>
Contract Effective Date	<input type="checkbox"/>
Contract Expiration Date	<input type="checkbox"/>
Contract Absolute End Data (No Additional Renewals/Extensions)	<input type="checkbox"/>
Material Group	<input type="checkbox"/>
Contract Documents Uploaded in CM database (Initial Contract Form with County Attorney/ Risk Management Approval; Signed/Executed Contract)	<input type="checkbox"/>
"Right To Audit" Clause Included in Contract	<input type="checkbox"/>
Monitored items: Uploaded to database (Insurance, Bonds, etc.)	<input type="checkbox"/>

**BREVARD COUNTY  
BOARD OF COUNTY COMMISSIONERS**

# INITIAL CONTRACT REVIEW AND APPROVAL FORM

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<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>SIGNATURE</u>	<u>DATE</u>
	<u>YES</u>	<u>NO</u>		
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____	_____
Risk Management	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
County Attorney	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____

## SECTION III - REVIEW AND APPROVAL TO EXECUTE

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>SIGNATURE</u>	<u>DATE</u>
	<u>YES</u>	<u>NO</u>		
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Prosser, Kimberly <small>Digitally signed by Prosser, Kimberly DN: cn=Prosser, Kimberly, email=KProsser@brevard.gov, Date: 2018.06.27 13:04:50 -0400</small>	06/27/2018
Risk Management	<input type="checkbox"/>	<input type="checkbox"/>	Julie Jones <small>Digitally signed by Julie Jones Date: 2018.06.27 13:25:38 -0400</small>	06/27/2018
County Attorney	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____

## SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

<b>CM DATABASE REQUIRED FIELDS</b>	<b>Complete ✓</b>
Department Information	<input type="checkbox"/>
Department	<input type="checkbox"/>
Program	<input type="checkbox"/>
Contact Name	<input type="checkbox"/>
Cost Center, Fund, and G/L Account	<input type="checkbox"/>
Vendor Information (SAP Vendor #)	<input type="checkbox"/>
Contract Status	<input type="checkbox"/>
Contract Title	<input type="checkbox"/>
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"Right To Audit" Clause Included in Contract	<input type="checkbox"/>
Monitored items: Uploaded to database (Insurance, Bonds, etc.)	<input type="checkbox"/>



Tammy Rowe, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001  
Fax: (321) 264-6972  
Tammy.Rowe@brevardclerk.us

July 11, 2018

**M E M O R A N D U M**

**TO:** Kim Prosser, Emergency Management Director

**RE:** Item F.24., Memorandum of Agreement with Brevard Public Schools Regarding Generators at Special Needs Shelters

The Board of County Commissioners, in regular session on July 10, 2018, approved the Memorandum of Agreement with the School Board of Brevard County regarding generators for special needs shelters; authorized the County Manager, or his designee, to execute the necessary associated documents, subject to approval by the County Attorney's Office and Risk Management; and authorized any associated budgetary changes. Enclosed are three executed Agreements for your action.

**Upon execution by School Board, please return a fully-executed Agreement to this office for inclusion in the official minutes.**

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS  
SCOTT ELLIS, CLERK

Tammy Rowe, Deputy Clerk

/ds

Encls. (3)

cc: County Manager  
Contracts Administration  
Finance  
Budget

**MEMORANDUM OF AGREEMENT  
BETWEEN  
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS  
AND  
THE SCHOOL BOARD OF BREVARD COUNTY, FLORIDA  
REGARDING GENERATORS AT SPECIAL NEEDS SHELTERS**

**THIS MEMORANDUM OF AGREEMENT (MOA)** is made and entered into by the Brevard County Board of County Commissioners, a political subdivision of the State of Florida (hereinafter referred to as the "County") and the School Board of Brevard County, Florida, a public corporation and governing body of the School District of Brevard County, duly created in accordance with Article IX, Section 4 of the Florida Constitution (hereinafter referred to as the "School Board").

**WHEREAS**, Section 252.385, Florida Statutes (2017), requires that public facilities including schools, postsecondary education facilities, and other facilities owned or leased by the state or local governments, which are suitable for use as public hurricane evacuation shelters shall be made available at the request of the local emergency management agencies; and

**WHEREAS**, the County and the School Board have coordinated to identify which school facilities are to be used as public hurricane evacuation shelters, using the American Red Cross *Standards for Hurricane Evacuation Shelter Selection* (ARC 4496) and the State of Florida Division of Emergency Management's Least Risk Decision Matrix; and

**WHEREAS**, Section 252.355, Florida Statutes (2017), requires planning to meet the special needs of persons who would need assistance during evacuations and sheltering because of physical, mental, cognitive impairment, or sensory disabilities; identifying of those persons in need of assistance; and planning for resource allocation to meet those identified needs; and

**WHEREAS**, Section 381.0303, Florida Statutes (2017), provides for the operation and closure of special needs shelters, as well as providing rule-making authority to the Florida Department of Health and the Florida Division of Emergency Management; and

**WHEREAS**, Florida Administrative Code 64-3 (2016), provides the Florida Department of Health's Guidelines For Special Needs Shelters, and defines "Special needs shelters" as locations

that are, in whole or in part, designated under Chapter 252, Florida Statutes, to provide shelter and services to persons with special needs who have no other option for sheltering, further indicating that these shelters are designated to have back-up generator power and that special needs shelter services are to minimize deterioration of pre-event levels of health; and

**WHEREAS**, the County, through the Florida Division of Emergency Management, obtained industrial size standby generators for the public schools in Brevard County specified for use as special needs shelters in 2007-2009; and

**WHEREAS**, those locations have been identified as Sunrise Elementary School, 1651 Mara Loma Blvd, Palm Bay; Quest Elementary School, 8751 Trafford Dr, Melbourne; Ralph M. Williams, Jr. Elementary School, 1700 Clubhouse Dr, Rockledge; and Oak Park Elementary School, 3395 Dairy Rd, Titusville; and

**WHEREAS**, the County and the School Board desire to collaborate with one another for the purpose of maintaining sufficient capacity and operability of special needs shelters for the benefit and safety of the community;

**NOW THEREFORE**, in consideration of the cooperative effort between the parties contained herein, the parties agree as follows:

**1. TERM OF AGREEMENT**

This agreement is effective on the date of execution by the last-signing party and shall remain in effect until mutually ended by both parties.

**2. DUTIES AND RESPONSIBILITIES**

A. Mutual agreement by the parties

- I. That the School Board will make available the four (4) elementary schools referenced herein as special needs shelters.

Quest Elementary School (1,250 KW)  
Ralph Williams Elementary School (750 KW)  
Sunrise Elementary School (900 KW)  
Oak Park Elementary School (TBD)

- II. That the generators at these elementary schools need to be capable of supporting the electrical operations of the school, including air conditioning, for the areas of the schools to be used as special needs shelters.

- III. That the parties agree to apportion the responsibility for maintenance and repair (as defined below) and replacement of the generators as set forth herein.
  - a. Maintenance work shall refer to the work, usually recurring, necessary for keeping a generator in proper working condition to prolong its useful life including preventive maintenance.
  - b. Repair work is work that returns a generator that is damaged, broken or not working correctly, back to its normal working condition.

B. Brevard County

- I. Sunrise Elementary - The County will pay 50% of the cost (up to a maximum of \$25,000) to repair the damaged 900KW generator at Sunrise Elementary School.
- II. Oak Park Elementary - The County will continue to pursue, obtain and coordinate grants to purchase and install an emergency generator, of sufficient size to support special needs shelter operations, at Oak Park Elementary School.
- III. Effective July 1, 2018, the County will reimburse the School Board for repairs to the emergency generators at the above-listed (Paragraph 2.A.I) special needs shelters/elementary schools. Costs for repairs shall include all contracted repair services and purchased materials; costs shall not include in-house labor. The County will reimburse the School Board within thirty (30) calendar days from receipt of the invoice for all undisputed repair costs invoiced pursuant to Paragraph 2.C.V. below.
- IV. The County will contract for the replacement of the emergency generators at the special needs shelters/elementary schools listed above when these generators are no longer economical to repair. If the County chooses to not replace a generator, they will have the generator, the enclosure and the associated electrical components removed at the School Board's request.

C. School Board

- I. Sunrise Elementary - The School Board will pay the cost difference between the County's portion (\$25,000) and the full cost to repair the damaged 900KW generator at Sunrise Elementary School.

- II. Oak Park Elementary - The School Board will assist the County in pursuing, obtaining and coordinating grants to purchase and install an emergency generator, of sufficient size to support special needs shelter operations, at Oak Park Elementary School.
- III. The School Board will continue to maintain the emergency generators at the special needs shelters/elementary schools listed above, at the School Board's cost. Maintenance shall include monthly preventative maintenance/exercise, minor corrective maintenance, annual major preventative maintenance, annual load bank test, fuel, and fuel treatment.
- IV. The School Board will make, or contract for, repairs to the emergency generators at the special needs shelters/elementary schools, prioritizing to ensure all repairs are completed by June 1 (beginning of "Hurricane Season") and that the generators remain operational through November 30 (end of "Hurricane Season"). Repairs will be performed by an appropriately qualified and licensed contractor(s) whose services have been contracted for by the School Board through a competitive bidding process. The County will be responsible for reimbursing the School Board for the repair costs. Prior to undertaking any repair for which the County will be responsible for payment, the School Board will notify the County in writing of the repair needed, and provide quotes for the cost of the repair in order for the County to determine whether it is more economical/practical to repair or replace the generator.
- V. Within thirty (30) calendar days of the end of the School Board's fiscal year (June 30), the School Board will invoice the County for the cost of repairs for generators covered by this MOU incurred during that fiscal year. The invoiced costs for repairs shall include all contracted repair services and purchased materials; costs shall not include in-house labor.
- VI. The School Board will maintain property and casualty insurance on the above-listed emergency generators, and will coordinate with the County for satisfaction of the deductible when an insurance claim is filed.
- VII. The School Board will coordinate with the County when replacement of an emergency generator at an elementary school serving as special needs shelter is required as agreed to by the parties.

### **3. POINTS OF CONTACT**

The parties shall direct all matters arising in connection with the performance of this Agreement to the attention of the respective contact persons named below for resolution or action:

For the County

Emergency Management Director  
1746 Cedar Street  
Rockledge, FL 32955  
Telephone: 321-637-6670

For the School Board

Assistant Superintendent/Facilities Services  
2700 Judge Fran Jamieson Way  
Viera, FL 32940  
Telephone: 321-633-1000

### **4. AMENDMENTS AND TERMINATION**

This Agreement may be amended or terminated only upon mutual agreement of the parties. Any proposed amendment, modification, or termination shall be submitted by one signatory party to the other signatory party prior to formal discussion or the negotiation of the issue. Any amendment to this Agreement must be set forth in writing, and such amendment must be signed by both parties to the Agreement in order to become effective and to modify or change this Agreement.

### **5. LIABILITY**

Each party agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. Nothing contained herein shall constitute a waiver by either party of its sovereign immunity, or the provisions of Section 768.28, Florida Statutes. Nothing herein shall be construed as consent by either party to be sued by third parties.

### **6. ATTORNEY'S FEES/NON JURY TRIAL**

In the event of any legal action to enforce the terms of this Agreement each party shall bear its own attorney's fees and costs. Any trial to enforce or interpret the terms of this Agreement shall be non-jury.

### **7. GOVERNING LAW**

This Agreement shall be governed, interpreted and construed according to the ordinances of Brevard County and of the State of Florida. Any action brought to enforce the terms or litigate the terms of this Agreement shall be brought in the venue of

Brevard County, Florida. Any Federal action may only be initiated in the Middle District Court, Orlando Division.

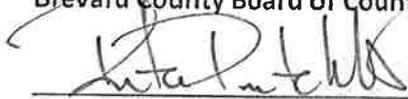
**8. VENUE**

Venue for any legal action brought by any party to this Agreement to interpret, construe or enforce this Agreement shall be in a court of competent jurisdiction in and for Brevard County, Florida.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized representatives on the dates appearing beneath their respective signatures.

**Brevard County Board of County Commissioners**

**School Board of Brevard County, Florida**



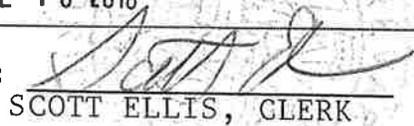
Rita Pritchett, Chair

John W. Craig, Chair

Date 1 JUL 10 2018

Date \_\_\_\_\_

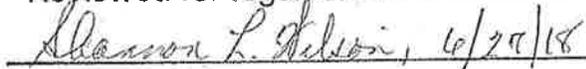
ATTEST:



SCOTT ELLIS, CLERK

As Approved by Board July 10, 2018

Reviewed for legal form and content:



(Assistant) County Attorney