

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE SCHOOL BOARD OF SEMINOLE COUNTY, FLORIDA, DEPARTMENT OF HEALTH IN
SEMINOLE COUNTY, AND SEMINOLE COUNTY CONCERNING
EMERGENCY POINTS OF DISPENSING OF PHARMACEUTICALS AND
ADMINISTRATION OF BIOLOGICAL TESTING**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into by and between the **SCHOOL BOARD OF SEMINOLE COUNTY (“SCHOOL BOARD”)**, **FLORIDA DEPARTMENT OF HEALTH IN SEMINOLE COUNTY (“FDOH”)**, and **SEMINOLE COUNTY (“COUNTY”)**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1st Street, Sanford, Florida 32771.

WITNESSETH:

WHEREAS, SCHOOL BOARD is directed by Section 252.38, Florida Statutes (2024), as that statute may be amended from time to time, to participate in emergency management by providing school facilities during a State or local emergency; and

WHEREAS, SCHOOL BOARD has been an active participant in the Seminole County Resiliency Working Group, which has established a comprehensive, coordinated planning process involving SCHOOL BOARD, COUNTY, Seminole County municipalities, as well as other public and private sector organizations; and

WHEREAS, the Seminole County Resiliency Working Group has developed, and SCHOOL BOARD has approved, a Local Mitigation and Resiliency Strategy to help to reduce or eliminate natural, man-made, and technological threats with potential human and economic costs; and

WHEREAS, the Local Mitigation and Resiliency Strategy includes use of schools as points of pharmaceutical dispensing in the event of an emergent disease and pandemic outbreak; and

WHEREAS, in the event of an emergent disease and pandemic outbreak, schools may be needed as points for administration of biological testing and similar associated services; and

WHEREAS, the parties mutually desire to reach an understanding that will result in making SCHOOL BOARD's facilities available to COUNTY for use as emergency points of pharmaceutical dispensing and biological testing ("Emergency Dispensing Locations") in the event of emergent disease and pandemic outbreak.

NOW, THEREFORE, for and in consideration of the terms, conditions, and mutual covenants contained in this MOU, SCHOOL BOARD, FDOH, and COUNTY, all intending to be legally bound, agree as follows:

Section 1. Recitals. The foregoing recitals are true and correct and form a material part of the agreement upon which the parties have relied.

Section 2. Agreements Concerning Pharmaceutical Dispensing Points.

(a) FDOH will provide operation training and updated information and support materials for all SCHOOL BOARD employees and volunteers assisting with the operation of Emergency Dispensing Locations. However, SCHOOL BOARD employees will not perform the assessment, handling, dispensing, or administering of pharmaceuticals or tests. Their role will be limited to facility management, building/parking operations, and similar activities.

(b) FDOH and County Office of Emergency Management will provide sufficient staff or trained volunteers to perform functions at each Emergency Dispensing Locations to include: registration, logging and accommodation of functional needs of recipients, and the assessment, handling, dispensing, and administering of pharmaceuticals and tests.

(c) COUNTY will exercise responsible care in the conduct of its activities in SCHOOL BOARD's facilities and will replace any food and supplies used in conducting its activities.

(d) SCHOOL BOARD will permit, upon determination and request by FDOH, the use of appropriate schools by FDOH, along with SCHOOL BOARD, as Emergency Dispensing Locations

in the event of disease or pandemic outbreak requiring public distribution of pharmaceuticals and tests.

(e) SCHOOL BOARD will designate staff to assist in the opening and operation of its facilities in each school used as an emergency distribution locations. These groups of staff members will form the basis for a team of emergency coordinators for their assigned schools. These positions will include, but are not limited to, an administrator, food service worker, and custodial staff. 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 if needed and providing custodial support for the dispensing location.

(f) SCHOOL BOARD service personnel will keep and provide an accurate account of all food products and other SCHOOL BOARD supplies used during the operation of each dispensing location.

(g) SCHOOL BOARD's contact, as provided in Section 6 below, will be available through the district office or other means during the time SCHOOL BOARD is not in operation.

(h) COUNTY will provide functional needs support services at designated emergency dispensing location.

(i) COUNTY will provide supplemental staff at Emergency Dispensing Locations by utilizing trained contracted staffing, emergency management personnel, and COUNTY staff.

(j) COUNTY will expedite the transfer of Emergency Dispensing Locations to alternate locations (i.e., faith-based community facilities) to allow schools to return to normal operations.

(k) COUNTY will coordinate public notice of open Emergency Dispensing Locations. All parties understand and agree that an emergency dispensing location will not be publicly announced as available until COUNTY's operation team and SCHOOL BOARD staff are on site and all logistics are in place.

(l) COUNTY will coordinate with local law enforcement to provide security at Emergency Dispensing Locations.

(m) In the event Emergency Dispensing Locations are required, FDOH will promptly notify SCHOOL BOARD's contact, as provided for in Section 6 below. In consultation with SCHOOL BOARD, FDOH will determine which appropriate Emergency Dispensing Locations should be opened. SCHOOL BOARD will then begin notification of appropriate emergency dispensing location coordinator teams for the selected facilities. In turn, COUNTY will provide a trained emergency dispensing location manager and staff at each activated dispensing location facility to oversee operational functions, including, but not limited to, registration, logging and accommodation of functional needs of recipients, the assessment, handling, dispensing, and administering of pharmaceuticals and tests, communications, security, and any other ancillary functions required to facilitate the orderly and safe distribution of pharmaceuticals and tests.

(n) Representatives of FDOH, SCHOOL BOARD and COUNTY will jointly conduct a facility survey and take pictures prior to opening and at the closing of each emergency distribution location to identify damages as a result of emergency distribution activities. COUNTY is responsible for reimbursement of reasonable cost of repairs of such damage.

(o) SCHOOL BOARD will furnish the name of the individual who will be primarily responsible for administering this MOU for SCHOOL BOARD. COUNTY will annually furnish the name of the individual who will be responsible for administrating this MOU for COUNTY.

Section 3. Participation in Similar Activities. This MOU in no way restricts COUNTY from participating in similar activities with other public or private agencies, organizations, and individuals. COUNTY will communicate and coordinate all such similar activities with each other party to this MOU.

Section 4. Insurance Requirements. Each party will maintain adequate insurance coverage to protect its own interests and obligations under this MOU.

Section 5. Indemnification. Each party is responsible for its own negligence, or intentional acts or omissions with regard to the performance of this contract. Nothing in this MOU should be construed as a waiver by any party of its sovereign immunity, except to the extent waived and limited pursuant to Section 768.28, Florida Statutes (2024), as that statute may be amended from time to time.

It is further agreed that the liability of each party to this MOU, in relation to emergency dispensing location operations during disasters or states of emergency, is not increased because of this MOU, and is strictly governed by Chapter 252.51, Florida Statutes (2024) and as to FDOH, COUNTY and SCHOOL BOARD, Section 768.28, Florida Statutes (2024), as these statutes may be amended from time to time.

Section 6. Contacts. COUNTY and SCHOOL BOARD will furnish to each other the names of the individuals, with backup, who will be responsible for administering this MOU and each party will keep all other parties informed of any subsequent changes to this information as provided in Section 7 below.

Section 7. Notice. Any notice delivered with respect to this MOU must be in writing and will be deemed to be delivered (whether or not actually received) when: (i) hand delivered to the person(s) hereinafter designated, or (ii) upon deposit of the notice in the United States Mail, postage prepaid, certified mail, return-receipt requested, addressed to the person at the address set forth opposite the party's name below, or such other address or to such other person as the party may have specified by written notice to the other party delivered in accordance with this provision:

As to COUNTY:

Chief Administrator
Office of Emergency Management
100 Eslinger Way
Sanford, FL 32771

As to SCHOOL BOARD:

Superintendent
Education Support Center
400 E. Lake Mary Boulevard
Sanford, FL 32773

As to FDOH:

Health Officer
Florida Department of Health in Seminole County
400 W. Airport Boulevard
Sanford, FL 32773

Section 8. Governing Law. The laws of the State of Florida govern the validity, enforcement, and interpretation of this MOU. Seminole County, Florida is the sole venue for any legal action in connection with this MOU in state court. The United States District Court for the Middle District of Florida, Orlando Division is the sole venue for any legal action in connection with this MOU in federal court.

Section 9. Employee Status. Persons employed by one party in the performance of services and functions pursuant to this MOU are deemed not to be the employees or agents of any other party, nor do these employees have any claims to pensions, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to any other party's officers and employees either by operation of law or by any other party.

Section 10. Conflict of Interest.

(a) Each party agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this MOU with the other party or which would violate

or cause third parties to violate the provisions of Part III, Chapter 112, Florida Statutes (2024), as that statute may be amended from time to time, relating to ethics in government.

(b) Pursuant to Section 216.347, Florida Statutes (2024), as that statute may be amended from time to time, the parties hereby agree that monies, if any, received from the other parties pursuant to this MOU will not be used for the purpose of lobbying the legislature or any state or federal agency, the judicial branch, or a state agency.

(c) Each party has the continuing duty to report to the other parties any information that indicates a possible violation of this Section.

Section 11. Entire Agreement.

(a) It is understood and agreed that the entire agreement of the parties is contained in this MOU and this MOU supersedes all oral agreements, negotiations, and previous agreements between the parties relating to the subject matter of this MOU.

(b) Any alterations, amendments, deletions, or waivers of the provisions of this MOU will be valid only when expressed in writing and duly signed by all of the parties, except as otherwise specifically provided in this MOU

(c) This MOU may be executed in any number of counterparts, each of which, when so executed, constitutes an original, but each counterpart will together constitute one and the same MOU.

Section 12. Public Records Law.

(a) The parties each acknowledge their obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes (2024), as that statute may be amended from time to time, to release public records to members of the public upon request. The parties acknowledge that FDOH, SCHOOL BOARD and COUNTY are required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this MOU

and that said statute controls over the terms of this MOU. Either party will provide the other party with all requested public records in its possession, or will allow the other party to inspect or copy the requested records within a reasonable time and at a cost that does not exceed costs as provided under Chapter 119, Florida Statutes.

(b) FDOH, SCHOOL BOARD and COUNTY specifically acknowledges the obligations to comply with Section 119.071, Florida Statutes, with regard to public records and must:

1. keep and maintain public records that ordinarily and necessarily would be required by SCHOOL BOARD or COUNTY in order to perform the services required under this MOU;
2. provide the public with access to public records on the same terms and conditions that FDOH, SCHOOL BOARD or COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
3. ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
4. upon termination of this MOU, the parties will transfer, at no cost to the other party, all public records in its possession, or keep and maintain public records required by the other party under this MOU. If SCHOOL BOARD and/or COUNTY transfers all public records to the other party upon completion of this MOU, SCHOOL BOARD and/or COUNTY must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If FDOH, SCHOOL BOARD and/or COUNTY keeps and maintains the public records upon completion of this MOU, FDOH, SCHOOL BOARD and/or COUNTY must meet all applicable requirements for retaining public records. All records stored electronically must be provided to the other party, upon request, in a format that is compatible with the information technology systems of the other party.

(c) Failure to comply with this Section will be deemed a material breach of this MOU for which either party may terminate this MOU immediately upon written notice to the other party. Either party may also be subject to statutory penalties as set forth in Section 119.10, Florida Statutes.

(d) IF SCHOOL BOARD HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SCHOOL BOARD'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, SCHOOL BOARD MAY CONTACT CHIEF ADMINISTRATOR FOR OFFICE OF EMERGENCY MANAGEMENT, 150 ESLINGER WAY, SANFORD, FLORIDA 32771, 407-665-5102, AHARRIS@SEMINOLECOUNTYFLORIDA.GOV.

(e) IF COUNTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO COUNTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, COUNTY MAY CONTACT SEMINOLE COUNTY SCHOOL BOARD, 400 E. LAKE MARY BOULEVARD, SANFORD, FLORIDA 32773-7127, 407-320-0466, CAROLYN_BEDSOLE@SCPS.K12.FL.US.

(f) IF THE COUNTY OR SCHOOL BOARD HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE FDOH'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

(850) 245-4005, PUBLICRECORDSREQUEST@FLHEALTH.GOV OR 4052
BALD CYPRESS WAY, BIN A02, TALLAHASSEE, FL 32399.

Section 13. Headings and Captions. All headings and captions contained in this MOU are provided for convenience only, do not constitute a part of this MOU, and may not be used to define, describe, interpret, or construe any provision of this MOU.

Section 14. Effective Date and Term. The Effective Date of this MOU will be the date when the last party has properly executed this MOU as determined by the date set forth immediately below the respective signatories of the parties. The term of this MOU is five (5) years from the Effective Date, unless extended by mutual agreement of all of the parties. Any party may withdraw from and terminate this MOU as to that party upon sixty (60) days written notice to all of the other parties.

IN WITNESS WHEREOF, SCHOOL BOARD, FDOH, and COUNTY have caused this MOU to be executed, the agreement to become effective and operative with the date of execution of the last signature below.

ATTEST:


SERITA D. BEAMON, Superintendent

SCHOOL BOARD OF SEMINOLE COUNTY

By: 
KRISTINE KRAUS, Chair

Date: 3.11.2025

Approved as to form and legal sufficiency.


School Board Attorney

FLORIDA DEPARTMENT OF HEALTH
IN SEMINOLE COUNTY

Carmen G. Pearmah

Witness

Carmen G. Pearmah

Print Name

By: Ethan Johnson

ETHAN JOHNSON, Dr.PH, MPH

Health Officer

Date: 1/31/25

Mirna Chamorro

Witness

Mirna Chamorro

Print Name

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

GRANT MALOY
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
JAY ZEMBOWER, Chairman

Date: _____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

County Attorney
RM/vs
4/8/20 9/2/20 8/30/24
TAUsers\Legal Secretary CSB\Public Safety\2024\MOU SCSB FDH (Emergency Dispensing).docx