

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE SCHOOL BOARD OF SEMINOLE COUNTY AND SEMINOLE COUNTY  
CONCERNING EMERGENCY SHELTERS**

**THIS MEMORANDUM OF UNDERSTANDING (“MOU”)** is made and entered into by and between the **SCHOOL BOARD OF SEMINOLE COUNTY, FLORIDA** (“School Board”), and **SEMINOLE COUNTY**, a political subdivision of the State of Florida.

**WITNESSETH:**

**WHEREAS**, School Board is directed by Section 252.38, Florida Statutes (2022), as that statute may be amended from time to time, to use personnel, school buildings, grounds and equipment for emergency shelters and transportation of evacuees during a state or local emergency, upon the request of Seminole County; and

**WHEREAS**, the parties mutually desire to reach an understanding that will result in making School Board’s facilities available to Seminole County for use as emergency shelters during an emergency.

**NOW, THEREFORE**, for and in consideration of the terms, conditions, and mutual covenants contained in this MOU, School Board and Seminole 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 this MOU upon which the parties have relied.

**Section 2. Agreements Concerning Emergency Shelters.**

(a) Seminole County will provide annual emergency shelter operation training and updated information and support materials for all School Board employees, volunteers, and Seminole County staff responsible for assisting with emergency shelter operations.

(b) School Board will provide sufficient staff and trained volunteers to perform the following functions inside each shelter: registration, dormitory management, feeding services, and functional/access needs services.

(c) Seminole County will provide representatives to each shelter to support public information and logistics.

(d) Pursuant to Section 252.38(1)(d), Florida Statutes (2022), as that statute may be amended from time to time, School Board must permit, upon determination and request by Seminole County, the use of appropriate School Board facilities (schools) as emergency shelters for victims of a disaster and provide necessary School Board personnel to staff those facilities.

(e) The School Board, in cooperation with Seminole County, will annually verify a list of designated emergency shelter locations.

(f) School Board will designate staff to assist in the opening and operation of each school used as an emergency shelter, to include at least the following: administrator, food service, facilities/maintenance, and custodial staff. These staff members will form the basis for a team of emergency shelter coordinators for their assigned schools. The team will be responsible for operation and management of registration and dormitory areas; restricting access to designated areas within the school; coordinating and facilitating the use of the school's kitchen facilities; and providing custodial and facilities/maintenance support for the emergency shelter while shelters are open for operation.

(g) School Board, in partnership with Seminole County, will authorize and direct the preparation of simple meals at each emergency shelter. School Board food service personnel will establish a menu plan for simple foods that can be prepared with or without electrical power. In the event that food inventories or other emergency shelter supplies are

exhausted, Seminole County will maintain an up-to-date list of agencies, which can be reached on short notice, to provide various emergency shelter supplies (i.e., food items, paper products, first aid supplies, flashlights, diapers, etc.). If needed, the Seminole County, or Emergency Operations Center (if activated), will order additional supplies.

(h) The School Board contact, as provided in Section 6 below, will be available through the district office or other means during the time the School Board is not in operation.

(i) Seminole County will provide Functional Needs Support Services at designated emergency shelters. Such services shall be defined by FEMA's most current Guidance on Planning for Integration of Functional Needs Support Services in General Population Shelters, which is hereby incorporated to this MOU by reference.

(j) Seminole County will provide supplemental staff at emergency shelters by utilizing Seminole County staff and/or volunteers and will coordinate medical personnel by Florida Department of Health in Seminole County and contracted staff for medically enhanced medical (special needs) shelters.

(k) Once the need for emergency shelter has subsided, Seminole County Office of Emergency Management will expedite the transfer of emergency shelter occupants to alternate emergency shelter locations (i.e., faith-based, community facilities) to allow schools to return to normal operations.

(l) Seminole County will coordinate the public announcement of open emergency shelters. All parties understand and agree that an emergency shelter will not be announced open until the Seminole County shelter team and School Board staff are on-site and logistics in place.

(m) Seminole County will coordinate with local law enforcement to provide security at emergency shelters.

(n) Seminole County will coordinate ambulance services of each emergency shelter.

(o) In the event emergency shelters need to be opened, Seminole County will promptly notify the School Board's contact, as provided for in Section 6 below. In consultation, Seminole County will determine appropriate emergency shelters to open. The School Board will then begin notification of appropriate emergency shelter coordinator teams for the selected emergency shelters. Seminole County, with assistance of School Board, will provide a trained emergency Shelter Manager and staff at each activated shelter location to oversee shelter operational functions, including, but not limited to, management registration, dormitory management, communications, functional and access needs services, and coordinated essential medical services.

(p) All financial costs incurred by School Board in the course of providing emergency shelter services under this MOU will be submitted to Seminole County for full reimbursement. Seminole County will work with the Federal Emergency Management Agency ("FEMA") for reimbursement during Federally Declared Disasters. Seminole County will reimburse School Board for fifty percent (50%) of costs incurred by the School Board but not reimbursed by FEMA, not to include cost of damage repairs resulting from emergency shelter activities. School Board staff and Shelter Manager will conduct a facility survey at the opening and closing of each emergency shelter to identify and document any damages resulting from emergency shelter activities. Seminole County is responsible for one hundred percent (100%) reimbursement of repairs of such damage.

(q) School Board will furnish the name of the individual primarily responsible for administering this MOU for the School Board. Seminole County will annually provide the name of the individual who will be responsible for administering this MOU for Seminole County.

(r) Upon request of Seminole County, School Board will provide buses and drivers to transport evacuees to designated emergency shelter locations within the boundaries of Seminole County. Evacuee pickup locations will be pre-designated before the request for transportation.

(s) Seminole County is responsible for enhanced cleaning at the closing of shelter

activities in compliance with Florida Department of Health guidelines.

(t) It is further agreed that the liability of each party to this MOU, in relation to emergency shelter operations during disasters or states of emergency, is not increased because of this MOU and is strictly governed by Chapter 252.51, Florida Statutes (2022), and Chapter 768.28, Florida Statutes (2022), as these statutes may be amended from time to time.

(u) Seminole County will provide staff and oversight of animal care at pet-friendly shelters.

(v) School Board will conduct preventative maintenance and testing of backup power generation equipment using regular manufacturer recommended intervals at all designated shelter locations. School board will notify Seminole County contact of any known maintenance or operation issues with backup power generation equipment at designated shelter locations. During shelter activation, Seminole County may provide redundant fuel services to backup power generation equipment at designated shelter locations in the event normal School Board fuel services cannot fulfill fueling needs.

(w) Seminole County will coordinate with School Board to conduct annual testing of backup power generation connections at designated shelters that have been equipped with such capability.

**Section 3. Participation in Similar Activities.** This MOU in no way restricts Seminole County from participating in similar activities with other public or private agencies, organizations, and individuals. Seminole 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 solely responsible to third parties with whom they

may contract in carrying out the terms of this MOU and will hold each other harmless against all claims of whatsoever kind or nature by such third parties arising out of the performance of work under any such contract with a third party. This provision is not to be construed as a waiver by any party of its sovereign immunity, except to the extent waived pursuant to Section 768.28, Florida Statutes (2022), as that statute may be amended from time to time.

**Section 6. Contacts.** Seminole 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 the provision:

**As to Seminole County:**

Chief Administrator of Emergency Manager  
Office of Emergency Management  
150 Eslinger Way  
Sanford, Florida 32773

**As to School Board:**

Superintendent Serita Beamon  
Education Support Center  
400 E. Lake Mary Boulevard  
Sanford, Florida 32773

Operational Point of Contact: Capt. Tracy Fortenberry, School Safety Director

**Section 8. Governing Law.** The laws of the State of Florida govern the validity,

enforcement, and interpretation 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 Agreement 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 (2022), as that statute may be amended from time to time, relating to ethics in government.

(b) Pursuant to Section 216.347, Florida Statutes (2022), 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 to lobby the Legislature or any State or Federal 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 explicitly 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 acknowledge each other's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes (2022), 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 both the School Board and Seminole 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) School Board and Seminole County expressly acknowledges the obligations to comply with Section 119.071, Florida Statutes (2022), with regard to public records and must:

(1) keep and maintain public records that ordinarily and necessarily would be required by School Board or Seminole 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 the School Board or Seminole 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 the School Board or Seminole County transfer all public records to the other party upon completion of this MOU, the School Board or Seminole County must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the School Board or Seminole County keeps and maintains the public records upon completion of this MOU, the School Board and Seminole 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 system 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 (2022).

(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 SEMINOLE COUNTY OFFICE OF EMERGENCY MANAGEMENT, 150**

ESLINGER WAY, SANFORD, FLORIDA 32771, 407-665-5102,  
AHARRIS@SEMINOLECOUNTYFLORIDA.GOV.

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

**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.

*[Balance of this page intentionally left blank; signatory page continues on Page 11]*

IN WITNESS WHEREOF, School Board, and Seminole 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 BEAMON, Superintendent

SCHOOL BOARD OF SEMINOLE COUNTY

By:   
KRISTINE KRAUS, Chair

Date: 6-20-2023

Approved as to form and legal sufficiency.

  
KARLENE COLE-PALMER  
School Board Attorney

ATTEST:

\_\_\_\_\_  
GRANT MALOY  
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.

\_\_\_\_\_  
County Attorney

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA



By: \_\_\_\_\_  
AMY LOCKHART, Chairman

Date: \_\_\_\_\_

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