

MEMORANDUM OF AGREEMENT
BETWEEN
JACKSON COUNTY SCHOOL BOARD
AND
THE JACKSON COUNTY BOARD OF COUNTY COMMISSIONERS
(Emergency Management Department)

This Memorandum of Agreement is entered into by and between the Jackson County School Board ("The School Board") and the Jackson County Board of County Commissioners, Emergency Management Department ("Emergency Management").

WHEREAS, Emergency Management has need of the following:

- 1) People with Special Needs Shelter (PSN) and feeding
- 2) Transportation Assistance
- 3) Risk Shelter and Feeding
- 4) Feeding of EOC workers
- 5) Additional Fuel

WHEREAS, The School Board has facilities and personnel to assist Emergency Management; and

WHEREAS, The School Board has facilities at 3546 Caverns Road, Marianna, Florida (Marianna High School) where a portion of the school has been approved by the Red Cross as a sustainable building during hurricane force winds;

WHEREAS, The School Board can provide transportation, fuel, feeding and facilities required during emergencies/incidents;

WHEREAS, the parties would like to collaborate to enable Emergency Management to use The School Board's above mentioned resources during emergencies/incidents.

NOW, THEREFORE, the parties agree as follows:

Emergency Management responsibilities:

1. Emergency Management is responsible for supplying laptops and EOC go boxes (paper, pens, wristbands, etc.)
2. Emergency Management will confer with The School Board regarding the time and duration of the need for use of Marianna High School.
3. Emergency Management will not hold The School Board responsible for damage or loss of laptops or other equipment brought in by Emergency Management.
4. Emergency Management will make arrangements for the pick-up and delivery of food from Marianna High School to the EOC, if required.

The School Board responsibilities:

1. The School Board will advise as to the most expeditious time the Marianna High School will be available. Safe movement of students will be priority, if school is in session.
2. The School Board will supply tables/chairs for PSN Nurses and Registration of Shelterees.
3. The School Board will supply buses and drivers for transportation, after safe movement of students is complete.
4. The School Board will provide feeding for the shelterees, PSN's and Shelter Workers for 72 hours. Special dietary food for PSN's must be conveyed to the Food Service Director by the PSN Nurses.
5. The School Board will allow the use of its fueling sites to be used, after all County resources have been exhausted.
6. The School Board will supply food to EOC Workers upon request. Emergency Management will be responsible for the pick-up and delivery of said food.

7. The Marianna High School will be available for use as a Risk Shelter for the initial 72 hours of the emergency/incident. At that time, an additional 36 hours will be allowed for transition to a host shelter at another location. The School Board personnel will not be responsible for shelter operations or feeding after the initial 72 hour period.

I. TERM

This Agreement shall remain in effect for one (1) year, commencing on the date the Agreement is signed by both parties unless otherwise terminated or amended, as provided herein.

II. FINANCIAL ARRANGEMENTS

The Jackson County Board of County Commissioners will be responsible for reimbursement of man hours, supplies and facility costs associated with the 72-hour emergency period. All documents must be presented to the Emergency Management Office thirty (30) days after the emergency period has ended for review and submission to the Jackson County Board of Commissioners.

III. SPECIAL CONSIDERATIONS

Indemnification. Each party will be liable for any damages resulting from the negligence of its employees or agents acting within the scope of their employment or agency, in accordance with Section 768.28, Florida Statutes. Nothing herein is intended to waive sovereign immunity by any party to whom sovereign immunity is applicable. Nothing herein shall be construed as consent by any party to be sued by a third party in any matter arising out of any contract.

IV. GENERAL CONSIDERATIONS

Amendments. No modifications or amendments to the conditions contained herein shall be effective unless contained in a written document and executed by each party hereto.

Waiver of Breach. The failure on the part of either party to enforce any material provision of this Agreement on any single occasion shall not constitute a waiver of the right to enforce any and all material provisions of the Agreement.

Termination. Either party may terminate this Agreement, with or without cause, with a minimum of thirty (30) days written notice to the other party.

Notices: Except as otherwise provided herein, any notice, acceptance, request, or approval from either party to the other party shall be in writing and sent by certified mail, return receipt requested, and shall be deemed to have been received when either deposited in a United States Postal Service mailbox, or personally delivered with signed proof of delivery.

The School Board and Emergency Management representatives are as follows:

The School Board

Superintendent Hunter Nolen or his Designee
2903 Jefferson Street
Marianna FL 32446

Emergency Management

Director Keith Maddox or his Designee
2819 Panhandle Road
Marianna FL 32446

V. EFFECTIVE DATE

This Agreement shall become effective upon the date of its execution by both parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

Signature: _____
Hunter Nolen, Superintendent
Jackson County School Board

Date: _____

Signature: _____
Chris Johnson, Chair
Jackson County School Board

Date: _____

Signature: _____
Jamey Westbrook, Chairman
Jackson County Board of Commissioners

Date: _____

Signature: _____
Keith Maddox, Director
Jackson County Emergency Management

Date: _____