



Interoffice Memorandum

January 7, 2019

AGENDA ITEM

TO: Mayor Jerry L. Demings
-AND-
Board of County Commissioners

THRU: Lonnie C. Bell, Jr., Director
Family Services Department

A handwritten signature in black ink that reads "Lonnie C. Bell, Jr." written over the printed name.

FROM: Sonya L. Hill, Manager
Head Start Division
Contact: Khadija Pirzadeh, (407) 836-8912
Sonya Hill, (407) 836-7409

SUBJECT: **Consent Agenda Item – January 15, 2019**
Interlocal Agreement between Orange County, Florida and
City of Orlando regarding Alternate Evacuation Locations

The Head Start Division requests Board approval of the Interlocal Agreement between Orange County, Florida and City of Orlando regarding Alternate Evacuation Locations. This Agreement will allow the City of Orlando to provide alternate evacuation facilities for Head Start children and staff in the event of a qualifying law enforcement emergency, including gas leaks, flood, fire, or bomb threats.

The County Attorney's Office and Risk Management Division have reviewed this agreement for legality and compliance with County requirements.

ACTION REQUESTED: Approval and execution of Interlocal Agreement between Orange County, Florida and City of Orlando regarding Alternate Evacuation Locations.

SH/kp:jam

Attachment(s)

- c: Randy Singh, Deputy County Administrator
- Cristina Berrios, Assistant County Attorney, County Attorney's Office
- John Petrelli, Director, Risk Management and Professional Standards
- Yolanda S. Brown, Manager, Fiscal Division, Family Services Department
- Jamille Clemens, Grants Supervisor, Finance Division
- Nanette Melo, Management & Budget Administrator, Office of Management & Budget

INTERLOCAL AGREEMENT

between

ORANGE COUNTY, FLORIDA

and

CITY OF ORLANDO

regarding

ALTERNATE EVACUATION LOCATIONS

Contract No: _____

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into by and between **ORANGE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida (the "County") and the **CITY OF ORLANDO**, a municipal corporation existing under the laws of the State of Florida (the "City"). The County and the City may be referred to herein individually as "party" or collectively as "parties."

RECITALS

WHEREAS, the County administers a Head Start Program, through the Head Start Division of its Family Services Department (the "Program") which provides high quality, comprehensive early childhood development to preschool children and their diverse families through collaborative partnerships; and

WHEREAS, the parties have agreed to enter into this Agreement in order to establish parameters for the Head Start Program's use of designated, City-owned, recreation centers ("Centers") in an event of a qualifying law enforcement emergency, including gas leaks, flood, fire, or bomb threats ("Qualifying Emergency");

WHEREAS, the use of designated City Centers for evacuations during Qualifying Emergencies by the Head Start Program is a part of the County's Continuity of Operations Plan ("COOP") and is in accordance with the Orange County Office of Emergency Management guidelines; and

WHEREAS, the parties further agree that this Agreement shall only be in effect when an evacuation order is issued to selected Head Start Program locations for safety purposes by local law enforcement as part of the COOP ("Evacuation Order").

NOW THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

Section 1. **Recitals.** The above recitals are true and correct and are hereby incorporated as a material part of this Agreement by reference.

Section 2. **The County's Obligations.**

A. The County shall designate a County Liaison to coordinate emergency services between the County and designated City Neighborhood Center Managers.

B. The County shall provide a list of the Head Start Program's staff members and students to each of the corresponding City Center Managers where evacuation will take place. See **Exhibit "A."**

C. In the event of a Qualifying Emergency and resulting Evacuation Order, the County shall provide at least one half hour prior notice, if at all possible, to the respective City Center Manager(s) prior to the arrival of the Head Start Program's staff members and students.

D. The Head Start Program sites included in this Agreement are:

1. Callahan Neighborhood Center, 101 N. Parramore Avenue, Orlando 32805;
2. Engelwood Elementary School, 5985 Lacosta Drive, Orlando 32807;
3. Washington Shores Early Learning Center Annex, 2500 Bruton Blvd, Orlando 32811; and
4. Dover Shores Head Start – 1200 Gaston Foster Road, Orlando 32812.

E. The County shall provide evacuation kits to keep the Program's students engaged until parents arrive to pick up their children.

F. The County shall provide adequate Program staff to supervise the students until all students have been picked up by their respective parent or legal guardian.

Section 3. **The City's Obligations.**

A. The City agrees to designate Center Manager(s) to coordinate evacuations between the City and the Program site(s).

B. The City shall provide a designated space in each of the City Centers large enough to accommodate the requested number of the Head Start Program's staff members and children. The designated Centers are as follows:

1. Downtown Recreation Complex, 363 Bentley Street;
2. Engelwood Neighborhood Center, 6123 LaCosta Drive;

3. Dr. James R. Smith Center, 1723 Bruton Boulevard; and
4. Dover Shores Community Center, 1400 Gaston Foster Road, Orlando 32812.

Section 4. Use of Centers.

A. The County and the City agree that the City Centers listed in this Agreement shall be used only for the time required as it relates to the Qualifying Emergency. No Head Start Program staff member or student shall remain at a designated City Center past 7:00 P.M.

B. The County shall ensure that each City Center utilized for any such Qualifying Emergency shall be returned to the City in the same condition it was received at the beginning of the Qualifying Emergency.

C. The City shall remain solely responsible for all costs associated with routine maintenance and repair of all Centers. The County shall be responsible for only those costs incurred by the City for repairs relating directly to damage or vandalism resulting from the Head Start Program's use of the Center. Invoices received from the City for such repairs shall be paid within thirty (30) days of receipt.

D. Notwithstanding the foregoing, the City shall not charge the County or the Head Start Program for its use of designated City Centers under this Agreement.

Section 5. No Assignment. Neither party shall assign, sublet, convey, or transfer its interest in this Agreement.

Section 6. Term and Termination.

A. The term of the Agreement shall commence upon the date of execution by the last signing party and will conclude on December 31, 2019, unless terminated earlier pursuant to the provisions herein. This Agreement may be extended for up to two (2) additional one-year terms upon the mutual written agreement of the parties.

B. The City's Families Parks and Recreation Director is authorized to execute all such renewals, under the same terms and conditions, on behalf of the City. This delegation of authority includes any necessary amendments to Section 3B herein.

C. The Manager of the County's Head Start Division is authorized to execute all such renewals, under the same terms and conditions, on behalf of the County. This delegation of authority includes any necessary amendments to Section 2D herein.

D. ***Termination for Default.*** If either party fails to perform in accordance with the terms and conditions set forth herein, the other party may terminate this Agreement:

1. After giving the defaulting party notice of default in writing upon twenty-four (24) hours' notice delivered in accordance with Section 7 of this Agreement; and a reasonable time to cure that default; and
2. If the defaulting party fails to cure its default within that reasonable time period.

E. **Termination for Convenience.** Either party, in its sole and absolute discretion, may terminate this Agreement at any time by giving written notice to the other party. Such termination shall be effective thirty (30) days after receipt of written notice to terminate.

Section 7. Notices. Notices to either party provided for herein shall be sufficient if sent by certified or registered mail, return receipt requested, postage prepaid, addressed to the following addressees or to such other addressees as the parties may designate to each other in writing from time to time:

For the County:

Orange County, Florida
Attn: County Administrator
201 South Rosalind Avenue
Orlando, FL 32801

AND

Copy to:

Orange County Family Services Department
Attn: Manager, Head Start Division
2100 E. Michigan Street
Orlando, FL 32806

For the City:

City of Orlando, Florida
Attn: Director, Families Parks and Recreation
Department
595 North Primrose Drive
Orlando, FL 32803

Section 8. Indemnification. The County agrees to defend, indemnify, and hold harmless the City, its officials and employees from all claims, actions, losses, suits, judgments, fines, liabilities, costs and expenses (including attorney's fees) attributable to its negligent acts or omissions, or those of its officials and employees acting within the scope of their employment, or arising out of or resulting from the indemnifying party's negligent performance under this agreement. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes. The indemnification language in this Agreement should not be considered a precedent for any other agreements between the City and Orange County.

Section 9. **Entire Agreement.** This written Agreement, and any documents incorporated herein, sets forth and constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof. This Agreement supersedes any and all prior agreements, negotiations, correspondence, undertakings, promises, covenants, arrangements, communications, representations, and warranties, whether oral or written, of any party to this Agreement. Any changes to this Agreement shall be made in writing and approved by both parties.

Section 10. **Severability.** The provisions of this Agreement are declared by the parties to be severable. However, the material provisions of this Agreement are dependent upon one another, and such interdependence is a material inducement for the parties to enter into this Agreement. Therefore, should any material term, provision, covenant, or condition of this Agreement be held invalid or unenforceable by a court of competent jurisdiction, the part protected or benefited by such term, provision, covenant or condition may demand that the parties renegotiate alternate contract language or provisions as may be necessary either to restore the protected or benefited part to its previous position or otherwise mitigate the loss of protection or benefit resulting from holding.

Section 11. **No Partnership or Agency.** Nothing in this Agreement is intended to, or shall be construed in any manner, as creating a relationship of principal/agent; employer/employee; or joint venture or partnership between the County and the City.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.



ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: Byron W. Brooks
for Jerry L. Demings
Orange County Mayor

Date: 15 January 2019

ATTEST: Phil Diamond, County Comptroller
As Clerk of the Board of County Commissioners

By: Katie Smith
Deputy Clerk

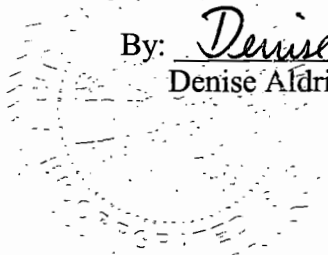
CITY OF ORLANDO, FLORIDA, a municipal Corporation, organized and existing under the laws of the State of Florida

By: [Signature]
Mayor/Mayor Pro Tem

Date: 12-10-18

ATTEST:

By: Denise Aldridge
Denise Aldridge, City Clerk



City Council Meeting: 12-10-18
Item: D-1 Documentary: 181210001

APPROVED AS TO FORM AND LEGALITY
For the use and reliance of City of
Orlando Florida, only.

November 15, 2018

Natasha Williams
Chief Assistant City Attorney

EXHIBIT A

Orange County Head Start Enrollment 2018-2019

SITE	ENROLLMENT
Callahan Neighborhood Center	49
Engelwood Elementary School	60
Washington Shores Early Learning Center	79
Dover Shores Elementary School	40