



Orange County Government

Orange County
Administration Center
201 S Rosalind Ave.
Orlando, FL 32802-1393

Legislation Text

File #: 25-1511, **Version:** 1

Interoffice Memorandum

DATE: October 30, 2025

TO: Mayor Jerry L. Demings and County Commissioners

THROUGH: Daniel P. Banks, Deputy County Administrator

FROM: Lauraleigh Avery, Division Chief

CONTACT: Lauraleigh Avery, Division Chief

PHONE: 407 836-9151

DIVISION: Office of Emergency Management

ACTION REQUESTED:

Approval and execution of Interagency Agreement between The School Board of Orange County, Florida and Orange County, Florida. (Office of Emergency Management)

PROJECT: Interagency Agreement between The School Board of Orange County, Florida and Orange County, Florida

PURPOSE: On July 28, 2020, the Board approved an Interagency Agreement with The School Board of Orange County, Florida pursuant to Section 252.38(1)(d), Florida Statutes, in which the parties agreed to cooperate during a declared state or local emergency by providing facilities, supplies, and personnel for emergency evacuation shelters in the interest of public safety. Said agreement expired on November 30, 2024. Orange County, Florida and The Orange County School Board agree to extend the current agreement to the end of the 2026 hurricane season on November 30, 2026, to ensure the continuation of services and to allow time to work through the details of a new five-year agreement. The Office of Emergency Management and The School Board of Orange County will reconvene in February 2026 to review and negotiate a successor agreement.

BUDGET: N/A

BCC Mtg. Date: December 2, 2025

INTERAGENCY AGREEMENT

THIS AGREEMENT is made and entered into between The School Board of Orange County, Florida (hereinafter referred to as "School Board"), and Orange County, Florida (hereinafter referred to as "County") on the date of execution by both parties below.

WITNESSETH

WHEREAS, pursuant to Section 252.38 (1)(d), Florida Statutes, during a declared state or local emergency and upon the request of the director of a local emergency management agency, the School Board shall participate in emergency management by providing facilities and necessary personnel to staff such facilities; and

WHEREAS, the County and the School Board wish to cooperate in the interest of public safety by providing supplies and facilities for emergency evacuation shelters and necessary personnel to staff such facilities.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreement herein contained the School Board and the County agree as follows:

1. Facilities and Equipment

- a. The School Board agrees that, to the extent of its ability and upon request by the County, the County may make use of designated School Board facilities as emergency evacuation shelters, in the event of a potential emergency, for residents seeking a refuge of last resort. Certain schools will be designated as one of the following: general population emergency evacuation shelter, pet-friendly emergency evacuation shelter (Note: general population emergency evacuation shelters and pet-friendly emergency evacuation shelters may be combined and occupy the same facility), persons with special needs emergency evacuation shelter, or emergency evacuation shelter for county staff and first responders' families.
- b. For purposes of the Agreement the term "emergency" is defined as the threat of a hurricane or tropical storm to the residents of Orange County, other severe weather events, flooding or environmental hazards that cause large numbers of Orange County residents to be displaced from their homes, or a declared emergency by local, state, or federal government, whether related to weather or other causes, including but not limited to civil disturbance, mass migrations or terrorist attacks.
- c. The County agrees that it shall exercise reasonable care in the conduct of its activities in and upon School Board facilities, subject to the exigencies of the particular emergency situation, and will make all efforts possible to find alternative sites when classes are in session due to the limited availability of School Board facilities.

- d. The County may utilize this agreement to request designated facilities be made available to open host emergency evacuation shelters to support neighboring counties forced to evacuate when requested to do so by the Florida Division of Emergency Management.
- e. Structures to be used for emergency evacuation shelters
 - i. The County and School Board will mutually designate emergency evacuation shelters to be used during an incident.
 - ii. All requests prior to and during emergency evacuation shelter operations will be coordinated through each agency's Emergency Operations Centers.
- f. Emergency evacuation shelter capacities
 - i. Orange County Office of Emergency Management (OCOEM), in cooperation with Orange County School Board's Safety and Emergency Management (SEM), shall determine emergency evacuation shelter capacities.
 - ii. OCOEM shall provide the Florida Inventory of School Houses (FISH) diagrams depicting the agreed-upon emergency evacuation shelter areas and capacities for each school before the hurricane season.
- g. Registration of evacuees: It is the responsibility of the County staff assigned to the emergency evacuation shelter to register evacuees.
- h. Emergency evacuation shelter regulations
 - i. Animals: Pets will only be permitted at facilities designated as pet-friendly. The decision to designate a school as pet-friendly will be made jointly between the County and the School Board. Certified Service Animals are permitted in all emergency evacuation shelters. In the pet-friendly emergency evacuation shelters, the following animals are allowed:
 - 1) Dogs
 - 2) Cats
 - 3) Ferrets
 - 4) Pocket pet, limited to the following: gerbils, guinea pigs, hamsters, and rabbits (under 10 pounds)
 - 5) Birds (common house-hold varieties, does not include exotics)
 - ii. Smoking/Drugs/Alcohol/Weapons

- 1) All facilities shall prohibit smoking, illegal drugs, alcohol, knives, firearms, or any other weapons.
- 2) Evacuees violating this policy may be removed from the facility by law enforcement.

2. Shelter Management and Staffing

- a. Once the School Board has given its authorization and approval, the County may request that the School Board activate select employees (i.e., administrators, food service, custodial, and maintenance staff, etc.) to provide essential feeding, sanitation, and maintenance in schools being used as emergency evacuation shelters.
- b. Upon activation of a facility as an emergency evacuation shelter, the School Board agrees to provide personnel to maintain facility cleanliness, feeding, and operations to include:
 - i. School administration to serve as the Emergency Evacuation Shelter School Administrator (EESSA)
 - ii. Facilities maintenance and custodial staff
 - iii. Food service staff
- c. Upon activation of a facility as an emergency evacuation shelter, the School Board agrees to assess and augment staffing levels as needed to maintain facility cleanliness, feeding and operations.
 - i. Coordinate with OCOEM to manage designated School Board staff at emergency evacuation shelters.
 - ii. In the event of complete communications outage, the school administrators shall have the authority to acquire the human and material resources needed to support operations until communications are restored.
- d. Upon activation of a facility as an emergency evacuation shelter, the County agrees to provide:
 - i. Personnel: The County will provide an Emergency Evacuation Shelter Manager (EESM) and support staff to assist with the overall operations of the emergency evacuation shelter. The EESM will oversee emergency evacuation shelter operations. At the start of an evacuation shelter activation the County will provide a staffing roster copy to Orange County School Board's Safety and Emergency Management. This should include the number of staff for various position areas such as EESM, security, registration, supply management, dormitory management, etc. Consideration should be given to the capacity of each emergency evacuation shelter when determining staffing levels.

- e. Specialized Staff for Emergency Evacuation Shelters:
 - i. General Population Emergency Evacuation Shelter (ES): Orange County Fire Rescue (OCFR) will provide at least one Paramedic and one Emergency Medical Technician (EMT) at each ES and Persons with Special Needs Shelter (PSN) during their operation with communications, Advanced Life Support (ALS) capability and equipment. If emergency evacuation shelter is located outside of OCFR's service area, OCFR will coordinate with the corresponding municipal Emergency Medical Services (EMS) to address staffing needs.
 - ii. Pet-Friendly Emergency Evacuation Shelter (PFS): The County's Animal Services Department (ASD) will staff and manage all designated PFS'. ES' and PFS' will typically be co-located. OCFR is responsible for coordination with ASD to ensure proper staffing levels.
 - iii. Persons with Special Needs Emergency Evacuation Shelter (PSN): The County is responsible for the coordination and staffing of medical personnel for all designated PSNs. OCFR will provide at least one Paramedic and one Emergency Medical Technician (EMT) at each ES and PSN during their operation with communications, Advanced Life Support (ALS) capability and equipment. The PSN emergency evacuation shelters will be staffed with a Nurse Practitioner (NP) or Physician and Registered Nurse (RN).
- f. County Staff Emergency Evacuation Shelter: Orange County Office of Emergency Management (OCOEM) will coordinate staffing to manage designated public safety/staff emergency evacuation shelters.
- g. Security: The County is responsible for coordinating law enforcement coverage at all emergency evacuation shelters. The County shall ensure sufficient law enforcement staffing to meet the public safety and security needs of each emergency evacuation shelter.

3. Condition of Facility

- a. Upon activation of the emergency evacuation shelter and before the arrival of evacuees the (EESSA) and (EESM) shall develop a complete property inventory and damage assessment of all School Board-owned items housed in the spaces designated as emergency evacuation shelter areas, as well as an inventory of the pre-existing condition of the building; said inventory shall be signed-off by both parties. The School Board EESSA and County EESM shall review this inventory and damage assessment after the emergency and document any missing or damaged items. The School Board EESSA will ensure that all high-value equipment is secured before the emergency evacuation shelter opening. Areas with high-value equipment (e.g., computer labs and media centers) are prohibited from being used for emergency evacuation shelter purposes unless a determination is made by both the School Board EESSA and the County EESM that its use is necessary to protect the life, safety, and welfare of the citizens of Orange County; however, any unsecured equipment in the shelter area shall be recorded by the School Board EESSA and the County EESM.

- b. The County agrees to take the premises as they are at the time of the event. No removal of or change to School Board property shall be made without prior consent and approval.
- c. The School Board forbids the use or storage on any part of School Board property of any flammable or explosive substance or any items prohibited by law or ordinances of fire insurance. Exception may be made by the School Board Office of Fire Marshal.

4. Reimbursement

- a. The County shall reimburse the School Board for all necessary and documented costs and expenses incurred by the School Board for providing facilities to function as emergency evacuation shelters and necessary personnel to staff such emergency evacuation shelters. The County shall reimburse the School Board for any consumed food and any supplies that were ordered or used for the operation of the emergency evacuation shelter. The County agrees to reimburse the School Board for the above referenced costs and expenses if such costs and expenses are not covered by FEMA or there was no federal, state, or local disaster declaration. The School Board will provide required documentation in support of reimbursement to the County.
 - i. The County shall reimburse the School Board for mutually identified and inventoried items that are depleted, stolen, damaged or missing following the County's use of school facilities.
- b. The County and the School Board agree to abide by the procedures outlined in this agreement, except to the extent that compliance with those provisions, during a declared state of emergency would endanger life or property, or the public health and welfare.

5. Insurance

- a. For any services provided by the County or School Board to the other party, the service provider shall require its subcontractors, agents, or assigns to maintain the following insurance coverages, at its sole expense, as it relates to its Responsibilities stated herein this Agreement:
 - i. Commercial General Liability: general liability coverage for all operations, including, but limited to contractual liability, products and completed operations, and personal liability under an occurrence basis policy, with minimum limits of \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate, unless such party is subject to sovereign immunity limits, covering bodily injury and property damage.
 - ii. Workers Compensation Insurance for its employees in statutory limits as required by Florida law and Employers Liability not less than Five Hundred Thousand Dollars (\$500,000) each accident/disease.
 - iii. Professional Liability Insurance for any wrongful act, error, or omission applicable to any services where commercial general liability would exclude such operations/services and shall be in an amount not less than One Million Dollars (\$1,000,000) each claim and Two Million Dollars (\$2,000,000)

aggregate, unless such party is subject to sovereign immunity limits, covering bodily or property damage. If claims made, the policy shall be maintained for at least three (3) years after the expiration or termination of this agreement.

- iv. Each party agrees that a Claim arising from each party's own operations and from services provided herein this Agreement shall have their insurance (or self-insurance) be primary and not contribute with any insurance (or self-insurance) maintained by the other party.

6. Pre-Season Preparedness

- a. Prior to April 30th of each year, SEM will notify OCOEM of facilities undergoing construction or renovation and facilities that have been constructed or renovated under the Enhanced Hurricane Protection Area (EHPA) guidelines.
- b. OCOEM will evaluate the list of schools and work with SEM to schedule surveys, as needed, for new or renovated schools.
- c. Surveys of the facilities will be performed jointly with staff from OCOEM, SEM and others as deemed appropriate. OCOEM, in consultation with the SEM, may procure the services of structural professionals to conduct surveys of identified facilities. SEM will serve as the liaison between school principals and survey teams. These surveys shall be conducted at a time that does not interfere with the normal operation of a school, unless unavoidable under the circumstances (i.e., anticipated emergency).
- d. The County agrees to provide the School Board with access to and training for any incident management tool utilized by the County or the State during an emergency.

7. Food Service Requirements

- a. Prior to April 30th of each year, SEM shall supply the School Board Food and Nutrition Services with an updated list of emergency evacuation shelter schools. Upon receipt, Food and Nutrition Services will prepare a menu to cover a five-day period (15 meals). This five-day menu will be submitted to OCOEM through SEM. In addition, Food and Nutrition Services will schedule a meeting for all Food Service Managers assigned to an emergency evacuation shelter to review emergency evacuation shelter procedures.
- b. When a school is designated as an emergency evacuation shelter, Food and Nutrition Services shall provide emergency meals for persons seeking shelter in the school.
- c. Food and Nutrition Services will serve as the primary meal provider at all School Board facilities.

8. Coordination and Planning During a State of Emergency

- a. During a State of Emergency where the County utilizes School Board facilities, The County will invite a member of the School Board's Executive Policy Group and senior leadership from Safety and Emergency Management to participate in meetings with their Executive Policy Group.

- i. During a State of Emergency where the County is to utilize School Board facilities, the County will invite a member of the School Board's Safety and Emergency Management department to embed a staff member in the County Emergency Operations Center to assist in coordinating emergency evacuation shelter operations.

9. Communications

- a. **Telephones:** The primary means of communication shall be via telephone unless service is interrupted. During emergency periods, telephone use must be restricted to essential calls only. Telephone access will be afforded to the assigned County staff.
- b. **Radio:** Two-way radio communications shall be provided as follows:
 - i. The County, at its sole discretion, will provide radios to their emergency evacuation shelter management staff for internal and external communication.
 - ii. SEM, at its sole discretion, will provide radios to OCPS employees for internal and external communication.
 - iii. Fire rescue and law enforcement personnel assigned to each shelter will have their own radio systems.

10. Set-up and Cleaning Requirements

The County, with assistance from the facility's custodial staff, will ensure the immediate removal of all trash and garbage upon the closure of the facility.

- a. **Pet-friendly emergency evacuation shelter:**
 - i. The County will install plastic sheeting underneath each crate; however the School Board reserves the right to request additional protection of property as deemed necessary.
 - ii. During emergency evacuation shelter operation, the County shall be responsible for maintaining the areas utilized as pet shelter areas in a clean and sanitary condition.
 - iii. Upon closure of the facility:
 - 1) The County shall be responsible for restoring the areas utilized and adjacent to pet sheltering areas to a clean and sanitary condition. The County will ultimately be responsible for any required and unforeseen clean-up activities as a result of an area being used as a pet-friendly emergency evacuation shelter, and shall be solely responsible for the costs of any additional clean-up.
 - 2) The County shall ensure the areas utilized and adjacent to pet shelter areas are thoroughly inspected and determined to be free from fleas, ticks and other pests consistent with the animals listed this Agreement.

- b. General Population, Persons with Special Needs and First Responder emergency evacuation shelters:
 - i. The County shall promptly remove any medical or hazardous waste.
 - ii. The County shall be responsible for restoring the areas utilized and adjacent to sheltering areas to a clean and sanitary condition.
 - iii. The County will take the necessary precautions to protect gym floors from heavy equipment.

11. Health and Safety

- a. The County will ensure that the health, safety and welfare of emergency evacuation shelter occupants shall be met by following the healthcare guidelines for any current and reasonably anticipated future public health threat. This may include, but not be limited to, reduced occupancy capacities, modified health screenings for occupants and increased sanitation requirements.
- b. The County will ensure that emergency evacuation shelters will remain in compliance with all fire and life safety codes throughout the period of activation to include those encompassed within the Florida Fire Prevention Code, 69A-58, Florida Administrative Code and the Department of Education's State Requirements for Educational Facilities.

12. Indemnification

- a. Subject to the provisions and limitations of Section 768.28, Florida Statutes, and without waiving sovereign immunity, the parties understand their liability for tort liability for injury, damage to property, personal injury or death caused by the negligent or wrongful act or omission of any employee acting within the scope of the employee's office or employment.
- b. No provision herein shall be construed as (i) a waiver by either Party to any right, defense or immunity to which either Party has pursuant to Section 768.28, Florida Statutes, or Chapter 768, Florida Statutes, generally, or any other statute; (ii) an agreement by either Party to indemnify the other; or (iii) consent by either Party to be sued by third parties.

13. Term and Termination

- a. The term of this Agreement is for two (2) hurricane seasons, commencing on June 1, 2025, and ending November 30, 2026.
- b. Approximately nine months prior to the expiration of this Agreement (on or about February 1, 2026), the parties shall meet to review and negotiate any revisions that would be incorporated into the successor Agreement.
- c. This Agreement may be terminated by either party giving one hundred eighty (180) days written notice to the other party, for the School Board (attention Safety and Emergency Management) at its office address of 445 W. Amelia Street, Orlando, Florida 32801 for the County (attention Office of Emergency Management) at its

address of 6590 Amory Ct, Winter Park, FL 32792. The Agreement cannot be terminated during the Atlantic Hurricane Season as defined by the National Hurricane Center.

This Agreement represents the entire agreement of the parties on the subject matter hereof and shall supersede and cancel any and all previous agreements or understandings between the parties with respect to the subject matter of this Agreement.

IN WITNESS WHEREOF, the School Board and the County have caused this Agreement to be executed by their authorized representatives on the dates(s) written below.

WITNESSES:

Signed, sealed and delivered in the presence of:

Print Name: Cynthia Gomez

Print Name: Analiz Phivera

THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA, a corporate body organized and existing under the constitution and laws of the State of Florida

By: Teresa Jacobs
Teresa Jacobs, Chair

Date: 10/21/25, 2025

Print Name: Ruth Camacho

Print Name: Rebeca Hernandez

ATTEST
By: Maria F. Vazquez
Maria F. Vazquez, Ed.D. Superintendent

{Corporate Seal}

Approved as to form and legality by the Office of the General Counsel for The School Board of Orange County, Florida this 21st day of October, 2025

Keshara D. Cowans
Keshara D. Cowans
Staff Attorney

Reviewed and approved by Joseph Silvestris, Senior Director, Safety and Emergency Management this 21 day of OCTOBER, 2025

Joseph Silvestris
Joseph Silvestris
Senior Director, Safety and Emergency Management, OCPS



ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

Bryan W. Burks
By: *JL* Jerry L. Demings
Orange County Mayor

ATTEST,

Phil Diamond
Phil Diamond, CPA, County Comptroller

By: *Jennifer Gau-Klimetz*
Deputy Clerk

Date: 12-15-25