



OFFICE OF THE PRESIDENT

Item 5.3.4

PRESENT TO BOARD: MAY 27, 2020

TO: SOUTH FLORIDA STATE COLLEGE
DISTRICT BOARD OF TRUSTEES

FROM: THOMAS C. LEITZEL *Tom*

SUBJECT: SPECIAL NEEDS SHELTER AGREEMENTS WITH DESOTO AND HARDEE
COUNTIES

Approval is requested that the District Board of Trustees approve the Special Needs Shelter Agreement between South Florida State College and DeSoto County Board of Commissioners Division of Emergency Management for two years allowing them to use Rooms 118, 119 and 110 of our DeSoto Campus in advance of a potential disaster or immediately after a disaster event.

In addition, we are requesting that the District Board of Trustees approve the Special Needs Shelter Agreement between South Florida State College and Hardee County of County Commissioners Emergency Management Department for two years allowing them to use Building A, Rooms 100, 102, 103, 104, 110, 111, 118, 119, 206, 217, and 218 and in Bulidng B, Rooms 101 and 104 of our Hardee Campus in advance of a potential disaster or immediately after a disaster event.

SUGGESTED MOTION:
Move to approve the Special Needs Shelter Agreements between South Florida State College and the DeSoto and Hardee Emergency Managements as presented.

**STATEMENT OF AGREEMENT
CONCERNING THE USE OF THE
SOUTH FLORIDA STATE COLLEGE DESOTO CAMPUS
AS A SPECIAL NEEDS SHELTER BY
THE DESOTO COUNTY BOARD OF COMMISSIONERS
DIVISION EMERGENCY MANAGEMENT**

THIS AGREEMENT, entered into the _____ day of _____, 2020 between **SOUTH FLORIDA STATE COLLEGE** hereinafter referred to as “the College” and **DESOTO COUNTY BOARD OF COUNTY COMMISSIONERS**, hereinafter referred to as the “Board” is for the purpose of making **SOUTH FLORIDA STATE COLLEGE DESOTO CAMPUS** available to DeSoto County Emergency Management for use as the DeSoto County Special Needs Shelter.

NOW, THEREFORE, it is mutually agreed between the parties as follows:

1. The College shall permit, to the extent of its ability and upon request, the use of ROOMS 118 & 119 on the southeast side and ROOM 110 on the southwest side of DeSoto Campus as a Special Needs Shelter in advance of a potential disaster or immediately after a disaster event.
2. The Board, through its Emergency Management Director or his/her designee shall make request for use of the College, and the College through its President or his/her designee, shall grant authorization.
3. The Board shall assign trained volunteers to perform shelter functions when the facility has been activated as a Special Needs Shelter. The Board shall exercise reasonable care and conduct of its activities in such shelter, and further agrees to replace or reimburse the College for supplies, equipment and property consumed at the facility while used by the Board in connection with Special Needs Shelter operations.
4. Each party is a political subdivision of the State of Florida and each agree within the monetary limits prescribed by Section 768.28, Florida Statutes, to indemnify and hold harmless each other from any and all liability arising from the negligence of the indemnitor. This clause shall not be construed to alter the liability of either party under said Section 768.28, Florida Statutes.
5. Each party agrees to provide to the other the name, job title, telephone number and business address of the foregoing designated officers/employees within one business day of any change thereof, and asserts that as of this agreement those persons are as provided below:

a. Board: Catherine Furr, Interim EM Director
2200 Northeast Roan Street, Arcadia, FL 34266
(863) 993-4831

b. The College: Asena Mott, Director, DeSoto Campus
2251 N.E. Turner Ave., Arcadia, FL 34266
(863) 993-1757 (work)
(863) 990-0330 (cell)

If unable to reach Asena Mott, contact:
Glenn W. Little
(863) 784-7218 (work)
(863) 835-1152 (cell)

- 6. Either party may terminate this agreement, without cause, upon ninety (90) days written notice to the other party.
- 7. This agreement shall begin June 1, 2020 and shall end May 31, 2022.

IN WITNESS THEREOF, SOUTH FLORIDA STATE COLLEGE has caused this agreement to be executed by its President and the DESOTO COUNTY BOARD OF COUNTY COMMISSIONERS has caused this agreement to be executed by the Chairman, Board of County Commissioners.

IN WITNESS THEREOF, the parties hereto have executed this agreement as of the date first above written.

SOUTH FLORIDA
STATE COLLEGE

By: 
Thomas C. Leitzel, President
South Florida State College

Dated: 5-27-20

DESOTO COUNTY BOARD OF
COUNTY COMMISSION, FLORIDA

By: 
Juril O. Mansfield, Chairman
Board of County Commissioners

Dated: 4/28/20

ATTEST:

By: 
Amy Bennett

Dated: 5/27/20

ATTEST:

By: 
Mandy J. Hines, County Administrator

Dated: 4/28/20

Approved as to form and legal sufficiency

By: 
Donald D. Conn, County Attorney

**STATEMENT OF AGREEMENT
CONCERNING THE USE OF THE
SOUTH FLORIDA STATE COLLEGE HARDEE CAMPUS
AS A SPECIAL NEEDS SHELTER BY
THE HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS
EMERGENCY MANAGEMENT DEPARTMENT**

THIS AGREEMENT, entered into the 21 day of May, 2020 between **SOUTH FLORIDA STATE COLLEGE** hereinafter referred to as the “College” and the **HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS**, hereinafter referred to as the “Board” is for the purpose of making the **SOUTH FLORIDA STATE COLLEGE HARDEE CAMPUS** facility available to the Hardee County Emergency Management Department for use as the Hardee County Special Needs Shelter.

NOW, THEREFORE, it is mutually agreed between the parties as follows:


1. As defined by F.S. 252.385 and F.S. 252.39, the College shall permit, to the extent of its ability and upon request, the use of BUILDING A ROOMS 100, 102, 103, 104, 110, 111, 118 & 119 of the 1st floor and ROOMS 206, 217 & 218 of the 2nd floor, and BUILDING B ROOMS 101 and 104 of the Hardee Campus as a Special Needs Shelter in advance of a potential disaster or immediately after a disaster event.
2. The Board, through its Emergency Management Director or his/her designee shall make request for use of the College, and the College through its Emergency Shelter committee chairman or his/her designee, shall grant authorization.
3. The Board shall assign trained volunteers to perform shelter functions when the facility has been activated as a Special Needs Shelter. The Board shall exercise reasonable care and conduct of its activities in such shelter, and further agrees to replace or reimburse the College for supplies, equipment and property consumed at the facility while used by the Board in connection with Special Needs Shelter operations, as defined by F.S. 252.385 and F.S. 252.39.
4. Notwithstanding any other agreements, the Board agrees to defend, hold harmless and indemnify the College against any legal liability with respect to bodily injury, death and property damage arising from negligence of Hardee County, its agents and volunteers, within the recovery limits provided under F.S. 768.28, during the use of the property belonging to the College. Nothing in this Agreement is intended or should be construed as a waiver of sovereign immunity of Hardee County.
5. Either party may terminate this Agreement, without cause, upon ninety (90) days written notice to the other party.

6. This agreement shall begin June 1, 2020 and shall end May 31, 2022.

IN WITNESS THEREOF, SOUTH FLORIDA STATE COLLEGE has caused this agreement to be executed by its President and THE HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS has caused this agreement to be executed by the Chairman, Board of County Commissioners.


IN WITNESS THEREOF, the parties hereto have executed this agreement as of the date first above written.

SOUTH FLORIDA STATE COLLEGE

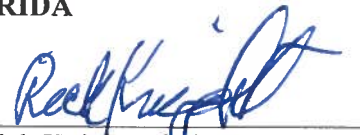
By: 
Thomas C. Leitzel, President
South Florida State College

Dated: 6-2-20

ATTEST:

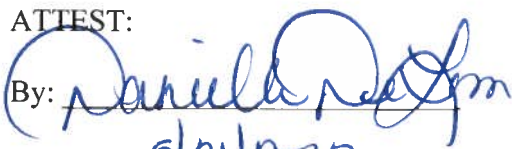
By: 
Dated: 6/2/20

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS, FLORIDA

By: 
Rick Knight, Chairman,
Board of County Commissioners

Dated: 5/21/2020

ATTEST:

By: 
Dated: 5/21/2020

Approved as to form and legal sufficiency

By: 
Kenneth B. Evers, County Attorney

Dated: 5/22/2020