AGREEMENT FOR
A COUNTY OF VOLUSIA
MASS TELEPHONE NOTIFICATION SYSTEM

CONTRACT NUMBER 14-P-84TF

Between
COUNTY OF VOLUSIA
And
FIRST CALL NETWORK, INC.
5423 GALERIA DRIVE
BATON ROUGE, LA 70816

County of Volusia
Purchasing & Contracts Division
123 West Indiana Avenue, Suite 302
DeLand, Florida 32720-4608
386-736-5935
AGREEMENT FOR COUNTY OF VOLUSIA MASS TELEPHONE NOTIFICATION SYSTEM

This Agreement made and entered by and between First Call Network, Inc., duly authorized to conduct business in the State of Florida, whose principal place of business is located at 5423 Galena Drive Baton Rouge, LA 70816 (hereinafter the "Contractor or FirstCall"), and County of Volusia, a body corporate and politic and a subdivision of the State of Florida, whose address is County of Volusia, 123 West Indiana Avenue, DeLand, FL 32720 (hereinafter "County").

RECITALS

WHEREAS, this Agreement is the result of the solicitation process for the County's Request for Proposals for a County of Volusia Mass Telephone Notification System, RFP 14-P-84TF, and

WHEREAS, the County desires to implement a County of Volusia Mass Telephone Notification System, inclusive of the conversion and/or migration of existing data, as a Contractor Hosted Server Solution; and

WHEREAS, Contractor represented that it can provide a County of Volusia Mass Telephone Notification System, all as provided in this Agreement and the Scope of Services.

NOW, THEREFORE, in consideration of the foregoing recitals which are true, material, and incorporated herein by reference, and other specific consideration set forth in this Agreement, the receipt and sufficiency of which is acknowledged by the Contractor and County, the parties agree and stipulate as follows:

1 DEFINITIONS

1.1 For this Agreement and any incorporated SOW (as described in Article 4 - Scope of Services below or future statement of work), certain terms, phrases, words and their respective derivations shall have the meaning set forth and defined therein and shall be applicable in both. Definition of terms in the Agreement shall first be governed by this Agreement, second by future SOW incorporated herein, third by the incorporated SOW (Exhibit A). In the event of any conflict among the foregoing, the conflict shall be resolved in the order of priority set forth in the preceding sentence. If there is no applicable definition as described above, the terms, phrases, and words, and their respective derivations when used in this Agreement and the Scope of Service, shall have the meanings ascribed to them in Webster's New Collegiate Dictionary (G & C Merriam Co., 11th ed., July 2003, or any subsequent edition).

1.2 Acceptance: A signed document indicating that a Deliverable meets the Acceptance Criteria specified in the Agreement, or deemed acceptance.

1.3 Acceptance Criteria: Measure by which a Deliverable or set of Deliverables shall be approved.

1.4 Agreement: This agreement, including its articles, exhibits, and attachments.

1.5 Amendment: An amendment to this Agreement in writing by the County, approved
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1 DEFINITIONS

1.1 For this Agreement and any incorporated SOW (as described in Article 4 - Scope of Services below or future statement of work), certain terms, phrases, words and their respective derivations shall have the meaning set forth and defined therein and shall be applicable in both. Definition of terms in the Agreement shall first be governed by this Agreement, second by future SOW incorporated herein, third by the incorporated SOW (Exhibit A). In the event of any conflict among the foregoing, the conflict shall be resolved in the order of priority set forth in the preceding sentence. If there is no applicable definition as described above, the terms, phrases, and words, and their respective derivations when used in this Agreement and the Scope of Service, shall have the meanings ascribed to them in Webster's New Collegiate Dictionary (G & C Merriam Co., 11th ed., July 2003, or any subsequent edition).

1.2 Acceptance: A signed document indicating that a Deliverable meets the Acceptance Criteria specified in the Agreement, or deemed acceptance.

1.3 Acceptance Criteria: Measure by which a Deliverable or set of Deliverables shall be approved.

1.4 Agreement: This agreement, including its articles, exhibits, and attachments.

1.5 Amendment: An amendment to this Agreement in writing by the County. approved
by the Director of Purchasing and Contracts, and signed by the County authorizing an addition, deletion, or revision in the Scope of Services, or an adjustment in this Agreement or a statement of work, Agreement price, or extension of the Agreement.

1.6 ASP: Application Service Provider. The ASP hosts the application on equipment provided, housed, and maintained by the ASP. The customer provides primary user support, user training, and administration of application security. The customer can configure the application through application-provided menus. The ASP provides operational support including but not limited to: application monitoring, hardware monitoring, hardware repair, management of backups, loading tapes, electrical, and HVAC. The ASP is responsible for database tuning, patches, diagnosis, recovery, and version upgrades as needed. The ASP works directly with the customer on application modifications, diagnosis, recovery, customization, configuration, and how-to questions.

1.7 Change Order: A written order to the Contractor signed by the County authorizing an addition, deletion, or revision in the SOW, or an adjustment in the Agreement price or time, without change to any other terms or conditions of the Agreement.

1.8 Compensation: The amount paid by the County to Contractor for services regardless of whether stated as compensation or stated as hourly rates, overhead rates, or other figures or formulas from which compensation can be calculated which includes the total monies payable to the Contractor which includes all services, labor, materials, supplies, training, profit, overhead, costs, expenses (excluding only travel costs and expenses), and any other costs necessary to complete Work under a Project or a SOW.

1.9 Completion Date: The date that the County or its designated representative approved and accepted all Work or Services for a Scope of Work in this Agreement.

1.10 Confidential Information: Confidential Information shall be defined as stated in Section 10.

1.11 Confidential Materials: (i) Materials which are exempt from disclosure pursuant to the laws of the State of Florida, or the United States if the same preempts Florida law, and is also specifically designated in writing as "confidential information" or a "trade secret" by the disclosing party; (ii) materials, including files or data files which contain banking information; and (iii) any other materials or information concerning the other party's business, technology, and/or products that are confidential and of substantial value to the other party, which value would be impaired if such information were disclosed to third parties, including information or materials meeting the definition of "trade secret" set forth in Section 812.081(c) of the Florida Statutes. The term "Confidential Materials" does not include the following:

1.11.1 Information already known or independently developed by the receiving party without use of disclosing party's confidential information;

1.11.2 Information in the public domain through no wrongful act of the receiving party;
1.11.3 Information received by the receiving party from a third party without an obligation to maintain the information confidential;

1.11.4 Information regularly disclosed by the disclosing party to third parties without restriction on disclosure; or

1.11.5 Information required to be disclosed by requirement of law or judicial order, provided that the receiving party notifies the disclosing party of such requirement prior to disclosure, and provided further that further that the receiving party makes diligent efforts to limit disclosure.

1.12 Contract Administrator: The Director of Purchasing and Contracts or his/her designee responsible for addressing any concerns within this Agreement.

1.13 Contractor: First Call Network, Inc.

1.14 Contractor Hosted Server Solution: A solution wherein the application shall be hosted on equipment provided, housed, and maintained by the Contractor. The Contractor assumes all the user support, user training, infrastructure support, security administration, security risks and application expertise. The County can configure the application through application provided menus. The Contractor provides operational support including but not limited to: application monitoring, hardware monitoring, hardware repair, management of backups, loading tapes, electrical, and HVAC. The Contractor is responsible for database tuning, patches, diagnosis, recovery, and version upgrades as needed. The Contractor works directly with the County on application modifications, diagnosis, recovery, customization, configuration, and how-to questions.

1.15 County: The County of Volusia, Florida, and shall be synonymous with the term "County."

1.16 County Data: The information inputted by the County into databases of the Licensed Software regardless of the form that it is stored, whether electronically or in paper format. Notwithstanding any other provision in this Agreement, any reports or data (including such data or reports associated a Deliverable) generated by the Licensed Software shall be solely owned by the County and free of any restrictions or encumbrances.

1.17 County Operated Server Environment Solution: A solution wherein the County shall house the application on County-provided servers and hardware that meets or exceeds the Contractor's Hardware & Software Warranty requirements. For this solution the County provides the server operational support limited to hardware monitoring, hardware repair, loading tapes, electrical, and HVAC and the Contractor is responsible for management of backups, database tuning, patches, diagnosis, recovery, and version upgrades as needed. The Contractor works directly with the County on application modifications, diagnosis, recovery, hardware repair, customization, configuration, and how-to questions.

1.18 County Work Day: Monday through Friday from 8:00 a.m. to 5:00 p.m. of each week, excluding County Holidays.
1.19 Critical Problem: A problem that prevents the software from operating in a production environment and/or affects the integrity of the data and for which no workaround exists which would enable the software to be used in a production environment and ensure data integrity.

1.20 Day: Each calendar day or accumulation of calendar days.

1.21 Defect(s): An incorrect implementation or failure to conform to the Documentation or the System Acceptance Criteria resulting in inadequacy, malfunction, or imperfection.

1.22 Deliverable: The result(s) or end products or services of a Project or SOW that meet the defined specifications, warranties, and functional parameters articulated in a SOW for this Agreement.

1.23 Documentation: Such documentation as delivered by Contractor to County and accepted by County prior to System Acceptance of the System relating to the use, function and Support of the System. Such Documentation shall be provided in softcopy and shall include, but not be limited to, the SOW and the Final Acceptance Criteria as set forth in the Agreement. For purposes hereof, Documentation includes the Training/User Guide and other written or electronic material as made generally available by Contractor to its customers relating to the use, function and Support of the System, as may be amended from time to time by Contractor.

1.24 Effective Date: The date that this Agreement is fully executed by Contractor and the County.

1.25 Enhancements: Modifications or improvements made by Contractor to the Licensed Software which relate to operating performance but also change the basic function(s) of the Licensed Software.

1.26 Fees: The applicable license, implementation, conversion, migration, customization, consulting, maintenance, support and services fees payable pursuant to this Agreement.

1.27 Final Project Acceptance: Shall take place after all Deliverables of the SOW have been accepted.

1.28 Force Majeure Event: An event described in Section 14.15 hereof.

1.29 Hardware: The physical components or equipment which make up a computer system including the programs that control the operations of the computer and support the Software. County shall provide all hardware located at County facilities for the System.

1.30 Implementation Fee: The fee for the Services provided in relation to the implementation or installation of the System and its component parts, as further described in this Agreement and Exhibit B but not limited to services such as including on-site training (e.g., train-the-trainer).

1.31 Interface: A boundary across which two independent systems meet and act on, or communicate with each other.
1.32 Key Personnel: Contractor's personnel, designated by Contractor, who are responsible for Contractor's day-to-day Project operations as described in the SOW.

1.33 Legacy System: Existing mass telephone notification system and Software.

1.34 Licensed Software: Contractor's licensed and other proprietary Software developed by Contractor and required to operate the System, to be provided by Contractor as part of its Services and pursuant to the SOW which includes each computer program or module, application and patent which makes up Contractor's Licensed Software and each copy, translation, Update, Upgrade and release, together with any materials related thereto normally provided by Contractor as part of its Services under this Agreement. Contractor's Licensed Software shall be considered Confidential Information to the extent permitted and subject to Chapter 119, F. S. (Florida Public Records Law).

1.35 Licensed Technology: Licensed Software and Documentation.

1.36 Maintenance: Services, including support services, or any activity performed by the Contractor or its subcontractor intended to eliminate faults, to improve or to keep the System in satisfactory working condition, including tests, measurements, adjustments, and changes, modifications, enhancements or repairs, upgrades, and updates including those set forth in the SOW and Exhibit A of this Agreement.

1.37 Milestone: A significant event, task, or deliverable that occurs during the project, not all of which are, nor shall be, designated on the milestone payment schedule.

1.38 Module: A component of a system.

1.39 Multi-Tenant: A SaaS or ASP model in which the application is run in an environment that supports many customers but logically is unique for each customer. This requires an architecture that maximizes the sharing of resources across tenants, but that it is still able to securely differentiate data belonging to different customers.

1.40 Non-critical Problem: Problems that do not materially affect the operation of the software or the integrity of the data in a production environment.

1.41 Plug-in: Plug-in is a computer program that interacts with a web browser to provide a certain, usually very specific, function “on demand”.

1.42 Power User: A person that has computer skills that can be described as an advanced or intermediate user and not a beginner. Typically a Power User will have had experience with Database Software Applications in the past.

1.43 Project: The project that is referred to in RFP No. 14-P-84TF for the Volusia County Perks, Recreation, and Culture Division Online Registration and Event Management Software System and described in Exhibits A – D of this Agreement.

1.44 Project Manager: An employee of a party who is assigned to the Project and is responsible for the day-to-day administration and coordination of the Project for the
party.

1.45 Proposal: The document submitted by the Contractor in response to a formal solicitation (RFP No. 14-P-84TF) used to determine if the Contractor is highly qualified.

1.46 Real Time: The actual time during which operations are taking place.

1.47 Recurring Fees: The annual fees for Maintenance and Support Services that commence after the expiration of the Initial Warranty period and that shall continue to be provided under this Agreement for so long as the County pays the Recurring Fee.

1.48 Release: All modifications to the software including new functionality, bug fixes, patches, and service pack releases.

1.49 SaaS: Software-as-a-Service vendor. The application shall be hosted on equipment provided, housed, and maintained by the SaaS vendor. The SaaS vendor assumes all the user support, user training, infrastructure support, security administration, security risks and application expertise. The customer can configure the application through application provided menus. The SaaS vendor provides operational support including but not limited to: application monitoring, hardware monitoring, hardware repair, management of backups, and loading tapes. The SaaS vendor is responsible for database tuning, patches, diagnosis, recovery, and version upgrades as needed. The SaaS vendor works directly with the County on application modifications, diagnosis, recovery, customization, configuration, and how-to questions.

1.50 Services: Those services defined in a SOW to be performed by the Contractor pursuant to this Agreement and its attached exhibits, including: the work, duties and obligations to be carried out and performed by Contractor under the Agreement and pursuant to Exhibits A – D and the SOW, attached hereto and made a part of this Agreement. Without limiting the foregoing, the Services to be performed by Contractor fall into eight (8) general categories: (i) System implementation, (ii) making the System available to County over the Internet as a Service, (iii) Software programming or modification/ configuration of the Licensed Software to meet County's needs as reflected in this Agreement, (iv) project management, (v) programming agreed upon interfaces, (vi) conversion and/or migration of County's current data, (vii) training of County staff, and (viii) Software maintenance.

1.51 SFTP: (Secure File Transfer Protocol): The protocol for exchanging files over the Internet in an encrypted format. SFTP is most commonly used to securely download a file from a server using the Internet or to securely upload a file to a server using the Internet.

1.52 Single-Tenant: A SaaS or ASP model in which the specific application is run in an environment that only supports a single customer.

1.53 Software: The FirstCall Software Modules (generally known as First Call Network, Inc. Software Modules, and Contractor Software Modules), User Licenses, Web Licenses, and/or Interfaces (collectively Licensed Material) identified in Exhibits A – B and including the following:
1.53.1 Any and all reports and supporting materials provided by FirstCall;

1.53.2 Any additional Licensed Material subsequently purchased by the County; and,

1.53.3 Any Updates and Upgrades which FirstCall makes available to the County during the Maintenance & Support Period or under any subsequent FirstCall software maintenance agreement.

1.54 Specification: Technical and/or functional details that provide information on how a requirement shall be addressed by or within an Agency System.

1.55 State: State of Florida.

1.56 Statement of Work and Scope of Services (SOW): The services/work, herein defined in this Agreement under a statement of work or scope of services (e.g., Exhibit A) that is agreed to by the parties in writing, which includes responsibility for performing and complying with all incidental matters pertaining thereto.

1.57 Subcontractor: A person other than a materialman or laborer who enters into an Agreement with a Contractor for the performance of any part of the basic agreement.

1.58 Sub-subcontractor: A person other than a materialman or laborer who enters into an Agreement with a subcontractor for the performance of any part of such subcontractor's Agreement.

1.59 Support: The type of services identified in the Contractor's Proposal, SOW and Exhibits A – D.

1.60 System: The system described in Exhibits A – D which includes the hosted Mass Telephone Notification System in existence at the time of execution of this Agreement operated and managed by Contractor's licensed software including Upgrades, Updates and any modifications made by Contractor after the Effective Date of this Agreement.

1.61 System Acceptance: The System, or functional components thereof, as applicable, that have met the Final Acceptance Criteria.

1.62 System Acceptance Criteria: The criteria identified in Section 5.5.3, System Acceptance of SOW that shall define the objectives by which the System and its functional components shall be tested.

1.63 System Administrator: The individual designated by the County to serve as key points of contact for all requests for service and/or problem reporting for County.

1.64 Training Materials: Contractor's education and training materials which shall be provided to the County as part of the Deliverables.

1.65 Turnkey Solution: A complete vendor provided solution that is supplied, installed, and purchased in a condition ready for immediate use, occupation, or operation within a specified time frame.
1.66 Update(s): The periodic release(s) of the Licensed Software that may contain fixes or incremental enhancements to the Licensed Software and are included in Maintenance and Support Services.

1.67 Upgrade(s): The periodic releases of the Licensed Software that contain significant enhancements that may include changes necessary to accommodate changes in the capability and functionality.

1.68 Warranty: The warranty identified in the SOW that are covered by the maximum not-to-exceed compensation for the life of the Agreement.

1.69 Web Based: Web based is access to the proposed solution through Microsoft's Internet Explorer web browser with no client software, other than Plug-ins.

1.70 Work: Any and all obligations, Services, duties and responsibilities necessary to the successful completion of the Project assigned to or undertaken by Contractor under the Agreement, including the furnishing of all labor, materials, equipment and other incident.

2 EXHIBITS

2.1 The exhibits listed below are incorporated into and made a part of this Agreement.

2.1.1 Exhibit A Statement of Work and Scope of Services (SOW).

2.1.2 Exhibit A-1 SOW Supplemental

2.1.2.1 Exhibit A-1.1 - Functional Requirements Matrix

2.1.2.2 Exhibit A-1.2 - Technical Requirements Matrix

2.1.2.3 Exhibit A-1.3 - Technical Requirements Form

2.1.2.4 Exhibit A-1.4 - Data Conversion

2.1.2.5 Exhibit A-1.5 - Maintenance and Support

2.1.2.6 Exhibit A-1.6 - Resources to be provided by the County

2.1.2.7 Exhibit A-1.7 - Project Understanding

2.1.2.8 Exhibit A-1.9 - Additional Product Information

2.1.3 Exhibit B Price Schedule

2.1.4 Exhibit C County Technical Infrastructure Standards

2.1.5 Exhibit D County Computing Security Procedures dated 2011

3 ORDER OF PRECEDENCE

3.1 If Contractor finds a conflict, error or discrepancy in the Agreement, it shall call it to the County Project Manager's attention, in writing and request the County Project Manager's interpretation and direction before proceeding with the Work affected thereby. Such notice shall be provided by the Contractor to the County's Project Manager in a timely fashion so as not to cause additional costs due to delay.

3.1.1 In the event of any conflicts or inconsistencies between provisions of the exhibits or attachments to this Agreement, the following order of precedence shall govern:
3.1.1.1 First: The terms and conditions in the main body of this Agreement.
3.1.1.2 Second: Exhibit A – SOW and Exhibit A-1 – SOW Supplemental
3.1.1.3 Third: Exhibit B – Price Schedule
3.1.1.4 Forth: Exhibit C – County Technical Infrastructure Standards
3.1.1.5 Fifth: Exhibit D – County Computing Security Procedures 2011
3.1.1.5.1 Contractor agrees to County Computing Security Procedures 2011 by execution of this Agreement.

3.1.2 In the event of conflicts or inconsistencies between the System Acceptance Criteria, Agreement, the System Acceptance Criteria established by the County and Contractor during the performance of this Agreement shall be controlling.

4 SCOPE OF SERVICES

4.1 Contractor shall perform all Work or Services identified in this Agreement and its attached exhibits, attached hereto and made a part of this Agreement.

4.2 During the term of this Agreement, Contractor shall fully cooperate with County to enable the County to comply with applicable Florida and federal statutes that prescribe requirements for the security, distribution and release, filing, submission and reporting of information relating to the Work or Services and provided to local, state, and federal agencies. County shall notify Contractor in writing of any additional requirements pursuant to change order (see Section 5.4 of the Agreement.) Without limiting the foregoing, Contractor shall enable the County to comply with the requirements of the Florida and Federal statutes prescribing requirements for the security, distribution and release, filing, submission and reporting of information.

4.3 License. Contractor, upon the payment of the FirstCall License Fee grants County, its agencies and third party users a perpetual, nonexclusive license to access or use Contractor's current generally-released version of the Licensed Software (including hosting applications, equipment and computer networks) and any updates thereto covered through maintenance services to access and use the System that shall be serviced, maintained and web hosted by Contractor under this Agreement. Such access will be obtained via Internet connection, and shall be subject to security restrictions designed to limit access to County and its designated employees and representatives. No license to install the Licensed Software is granted, intended, or implied by this Agreement.

4.3.1 Contractor gives County its assurance that all Work or Services performed under this Agreement shall be performed in a competent and workmanlike manner and in accordance with the specifications and requirements of the Agreement Documents and of any inspections (if applicable), tests (if applicable) or approvals required under the Agreement Documents.

4.3.2 County shall only use Licensed Software for internal business requirements, or for performing administrative functions pertaining thereto, and for no other purpose. County, and its employees or agents, are strictly prohibited from
using Licensed Software for any other purpose, including, without limitation, the provision of management or other services to other non-County facilities, whether as a consultant, management firm, value added reseller, or in any capacity whatsoever. In the event County shall breach the terms of this sub-paragraph, Contractor may terminate this Agreement and pursue any remedies available to it in law and equity.

4.3.3 This license includes any persons or entities which County may contract to operate the System on behalf of County, to the extent such are not competitors of Contractor (and are subject to the licensing and confidentiality restrictions herein). County shall provide advance written notice of the use of such consultants or contracted persons or entities. Contractor shall determine if such a person or entity is a competitor within five (5) days of Contractor's receipt of such notice from County, provided Contractor shall not unreasonably withhold approval. To the extent a sublicense is necessary in connection with making any component of the System available to County, Contractor also shall provide for sublicenses to County to enable County to fully utilize the System in accordance with this Agreement.

4.4 **Training.** FirstCall will provide all necessary training for the Software. Admin Setup Training will be performed On-Line and then End User Training will be performed On-Line unless On-Site Training (along with Travel Expenses) was agreed upon.

4.5 **Hosting Services.** The Contractor shall provide the hosting services as defined and in accordance with the SOW. Hosting services are provided for the specified users as provided by County. Any sharing of Hosting Login IDs by County personnel or other County representatives is specifically prohibited under this Agreement unless it is in accordance with Exhibit D - County Computing Security Procedures 2011 revised 2011-09-27 to "ensure that access to Computing Resources can be gained in the event of the loss of an employee. This may require managers to keep employee passwords stored in a safe and secure holding area."

4.5.1 All hardware, software, communications and other products located at the hosting site are the sole property of FirstCall or its licensors, and the County shall gain no right, title or interest in these products by virtue of this Agreement other than the non-exclusive right of use granted herein.

4.5.2 Any software modifications or enhancements performed by FirstCall specifically on behalf of the County, whether paid for by the County or not, remain the property of FirstCall and may at FirstCall sole discretion be incorporated into or withheld from the software generally made available to FirstCall's other clients. Any Software modifications or enhancements performed by FirstCall specifically on behalf of the County, whether paid for by the County or not will be carried forward into new releases and versions.

4.6 **Maintenance.** After the first payment of the Annual Hosting and Maintenance & Support Fees, and for so long as County continues to pay the annual Recurring Fee as adjusted annually, Contractor agrees to provide Maintenance and Support Services identified in the Agreement, and Exhibits, including maintenance and
support services by Contractor to the County regarding the licensees for the FirstCall Software Modules (generally known as First Call Network, Inc. Software Modules and Contractor Software Modules), User Licenses, Web Licenses, and/or Interfaces (collectively Licensed Material) purchased by the County hereunder.

4.6.1 Unless otherwise agreed by the parties, Contractor support and maintenance will be provided in compliance with the SOW, as of the last date of this Agreement.

4.7 Contractor represents that all persons delivering the Services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and Services set forth in the SOW, and to provide and perform such Services to County's satisfaction for the agreed compensation. Contractor shall render all Services under this Agreement in a professional manner. Contractor agrees to perform all Work or Services in the most expeditious and economical manner consistent with the standard of care applicable to a contractor with the degree of skills and diligence normally employed by a professional in its field, performing the same or similar services. Contractor shall perform its duties, obligations, and Work under this Agreement in a skillful and competent and workmanlike manner.

4.8 Service Guarantee: In the event that FirstCall fails materially to respond in accordance with the SOW service levels, the end time of the maintenance period set forth in Section 4.6 above shall be extended at no cost to the County by seven (7) calendar days for each such failure occurrence, provided that the County has provided FirstCall with written notice of the failure within ten (10) business days of the failure.

4.8.1 In the case of Priority 1 Critical issues, the ten (10) day period for providing FirstCall notice of a service failure shall not begin until FirstCall has provided the County with a correction, patch, or workaround and the County has had a reasonable opportunity to evaluate its effectiveness.

4.8.2 The above remedies are the County's exclusive remedies for any failure to meet the maintenance service levels as described in the FirstCall Service Level Agreement.

4.9 Alterations by the County: If the County arranges to modify data in the database by means other than technology provided by FirstCall, any troubleshooting, maintenance and support work requested by the County and resulting from such modifications, will be chargeable to the County at FirstCall's standard service rates.

4.10 Warranty. The System for the term of this Agreement and any renewals thereof is warranted by Contractor to provide the functions, features and capabilities specified and described in the Agreement. Contractor further warrants and represents that the System and its software components shall operate together as a whole to perform the functions in the manner specified and delineated in the Agreement; and that no other County hardware except hardware provided by County under this Agreement or Licensed Software is required to be purchased or installed by County to host the
System. County shall be responsible for acquiring and maintaining its own personal computers necessary to access the System. Contractor warrants that the System shall fully operate with the versions of Microsoft's Internet Explorer 8.x or greater. Contractor expressly warrants that each module of the System shall be free from reproducible Defects that cause the System to fail to conform to the operational and performance specifications as set forth in the Agreement. Contractor makes the foregoing warranty for the System for a period of one (1) year after System Acceptance by County and under any maintenance and support agreement covered in this Agreement or incorporated into this Agreement for so long as County pay the annual Recurring Fee.

Contractor does not warrant that the operation of Licensed Software and its updates will be uninterrupted or error free.

ANY WARRANTIES PROVIDED HEREUNDER SHALL BE VOID IF FAILURE OF THE LICENSED SOFTWARE HAS RESULTED FROM AN ACT OF GOD, ABUSE, OR MISUSE BY THE COUNTY.

EXCEPT AS EXPRESSLY PROVIDED HEREIN, THERE ARE NO OTHER WARRANTIES EXPRESSED OR IMPLIED. CONTRACTOR DISCLAIMS ANY EXPRESS, STATUTORY, OR IMPLIED WARRANTIES.

4.11 Contractor also warrants that the System is free from viruses and/or malicious software which would prevent the System from being operated as described and set forth in the Agreement Documents.

4.12 Ownership of County Data. County is the owner of its data, data compilations and reports or compilations of its data generated from use of the Licensed Software ("County Data"). Notwithstanding anything to the contrary contained in this Agreement, the County shall have the right to use the Contractor's Licensed Software to access and have unfettered use of such data, reports, compilations, or information derived from or resulting from the use of the Licensed Software and/or to generate reports from such data, files or information. Contractor acknowledges and agrees that the County is the owner and custodian of said data, compilations and information whether or not such is electronically retained and regardless of the retention media and that the use of the Licensed Software in relation to such information or data does not in any way restrict County in the County's rights of disclosure of its data and information.

4.13 Data Backup. FirstCall will work with the County to establish data backup schedule and scope to support successful recovery from hardware or software failures. FirstCall will be responsible for execution, monitoring, and storage of backups. FirstCall will be responsible for working with the County in the restoration of any backups.

4.14 Transition Services. If this Agreement expires or is earlier terminated, the Contractor shall provide Transition Support Services to the County and develop a transition plan (the "Transition Plan") in the form of an Amendment or Change Order to this Agreement to be signed by the County and the Contractor. Contractor's time will be limited to Support Services needed to produce required materials and to respond to questions regarding the System to be transitioned to another Contractor.
Examples of Support Services include but are not limited to delivering via electronic media, accurate copies of any data that is requested and necessary to perform the services. The Contractor shall cooperate with County to develop and implement an orderly transition plan and Contractor shall continue to provide services to County until the Transition Plan is completed to the satisfaction of the County. Materials include but are not limited to assistance including all documentation so Contractor can provide the Transition Support Services to County or another Contractor. However, in no event shall Contractor be obligated to disclose any proprietary information or trade secrets to any competitor of Contractor.

4.14.1 If this Agreement is earlier terminated by the Contractor, other than for default by the County, then Contractor shall provide Transition Support Services at no cost to the County. If this Agreement expires or is earlier terminated by the County, then Contractor shall provide Transition Support Services upon terms mutually agreed upon by the parties.

4.15 **Ownership of County Intellectual Property.** Contractor agrees that all domain names registrations, SSL certificates, personal name SLDs, e-mail addresses, other registrations, and trade names or trademarks that County owns prior to or acquires under this Agreement, whether purchased by the County or by Contractor for the specific benefit of the County under this Agreement shall be owned by the County with all rights of title, interest, and possession. As such, Contractor agrees that County shall have immediate and unfettered access to and the use and benefit of County’s domain name registrations, SSL certificates, Personal name SLDs, and trade names or trademarks at any time, including upon the termination of this Agreement by either party. Contractor further agrees that County’s domain names, SSL certificates, personal name SLDs, trade names or trademarks shall not be used by Contractor or its subcontractors unlawfully or allow unauthorized access to County’s data in County systems or networks.

4.16 **Data Extraction.** Upon any termination or expiration of this Agreement, Contractor agrees to deliver or allow access immediately without delay or interruption of the Services, to the County, at County’s request, County data in a data structure and schema readable by County such as SQL, including data necessary for transitioning purposes.

4.17 **Separation of Data.** If required under this Agreement or any subsequent statement of work or scope of services, Contractor agrees that data collected or created pursuant to this Agreement shall be separated or segregated from other records or other Contractor client or business data holdings such that the data is maintained by logical separation of data (e.g., record or user ID); or by a combination of both physical and logical separation mediums. Any database established for the County must be logically independent from all other Contractor client databases, directly or indirectly, and located in the United States. All aspects of data processing must be conducted in the United States.

4.18 Prior to the termination of the Agreement, Contractor’s technical staff familiar with the Contractor’s applications and the data structure shall work with County assigned programmers in the creation of data conversion and/or migration maps or equivalent to be used to convert the data from the Contractor’s application databases to the application database selected by County as a replacement. Such assistance shall be
provided at Contractor's hourly rates (unless otherwise described in the Agreement),
provided that the foregoing shall not require Contractor to disclose any confidential
information, such as database schema.

4.18.1 Upon notification to Contractor that County is ready to convert to a
replacement system, Contractor shall transfer County's data in a format as
may be mutually agreed to by County and Contractor, and then cease to host
the application.

4.19 **Documentation**: Contractor agrees to provide County with all Documentation in
electronic format, and hereby grants County permission to copy or reproduce, in
whatever form, electronic, machine readable, hard copy or otherwise, any
documentation supplied by it to County, including material related to subsequent
Releases for County internal use only.

4.20 **Revised Documentation**: Contractor agrees to provide County with revised,
modified, and/or updated documentation that reflects the enhancements/changes/ modifi-
cations to the System.

4.21 All Deliverables, excluding County Data as defined in Section 1.15, including the
Licensed Software are proprietary to Contractor. Title to, and ownership of,
Deliverables, excluding County Data as defined in Section 1.15, including but not
limited to the Licensed Software, and related documentation shall at all times remain
with Contractor. Title to third party software used in connection with the Deliverables,
if any, resides with the vendor of each software package.

5 **COMPENSATION AND METHOD OF PAYMENT**

5.1 **Maximum Not-To-Exceed Compensation; Implementation Fee; One (1) Year
Warranty; Maintenance and Software Support License Fee(s), and Hosting
Fee(s)**. As of the Effective Date of this Agreement, the maximum not-to-exceed
compensation for the Implementation Fee is Twenty-Seven Thousand Two Hundred
Fifty Dollars ($27,250.00) inclusive of Software, implementation services, data
conversion and/or migration, interface/integration services, training, hosting services,
and the initial one (1) year warranty. The maximum not-to-exceed Compensation for
Recurring Fees shall be the fees as set forth in Exhibit B. The Non-recurring Fees
and Recurring Fees shall only be amended or modified by Amendment or Change
Order of this Agreement.

5.1.1 **Additional Minutes or Text Messages.** Rates for minutes or text messages
beyond the SOW and the maximum not-to-exceed compensation shall be in
accordance with Exhibit B – Price Schedule and shall be subject to mutual
written agreement by the parties. County written agreement may be granted
with the issuance of an approved Purchase Order or Delivery Order, a
County document similar to a Purchase Order authorizing payment for
services and goods. **No Change Order to the Contract is necessary for
additional minutes or text messages beyond the SOW.**

5.2 Subject to any changes approved pursuant to Section 5.4, it is acknowledged and
agreed by Contractor that the Implementation Fee and Recurring Fee(s) set forth in
Section 5.1 is the maximum compensation payable and constitutes a limitation upon
County’s obligation to compensate Contractor. The maximum amounts, however, do not constitute a limitation of any sort, upon Contractor's obligation to perform all Services and complete all items of Work required by or which can be reasonably inferred from this Agreement. Contractor shall provide County with a project work plan stipulating the total number of hours to be performed on each project task following the initial discovery. As part of the project work plan, the parties shall mutually define the Final Acceptance Criteria for the project.

5.3 The compensation set forth in Section 5.1 include any and all of Contractor’s overhead, operating costs, outlays, profit, and associated out-of-pocket costs including, but not limited to photocopying, long distance telephone, special mailings and the like. Contractor shall also bear all of its own expenses arising from its performance of the obligations under this Agreement and the SOW including (without limitation) expenses for facilities, work spaces, utilities, management, clerical and reproduction services, supplies, and the like. The foregoing shall not be construed to mean that Contractor did not include as a factor such fees set forth in Exhibit B. The prices and costs stated for Deliverables exclude all taxes.

5.3.1 The above mentioned compensation includes travel, as applicable, and training material expenses as referenced in Exhibit B. All travel will be subject to the Volusia County Travel and Training Policy as set forth in the County’s web site: http://www.volusia.org/services/financial-and-administrative-services/purchasing/

5.4 Amendment/Change Orders. Either party may propose changes to the Scope of Services or time schedule of the Services under the statement of Work. Requests for changes shall be submitted to the other party in writing before commencement of any additional Work or Services, with the exception of additional minutes and text messages, for consideration of feasibility and the likely effect on the cost and schedule for performance of the Services. The parties shall mutually agree upon any proposed changes, including resulting equitable adjustments to costs and schedules for the performance of the Services. The agreed changes shall be documented in one or more Amendments or Change Orders. If despite good faith negotiations the parties are unable to agree to the terms the parties shall follow the dispute resolution process provided under Article 11 - Dispute Resolution. Performance of Work by Contractor outside the originally anticipated level of effort without an approved and fully executed Change Order by County and Contractor shall be at Contractor’s sole risk and County shall not be liable for such work unless otherwise agreed to by the County in writing.

5.4.1 Additions, Deletions, or Revisions by County. The County, without invalidating this Agreement, may order extra work or make changes by altering, adding to, or deducting from the work, the Agreement sum being adjusted accordingly if agreed upon in writing by both parties. Upon receipt of a change order, Contractor shall proceed with the work involved. All such work shall be executed under the conditions of the original Agreement except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change. If any change order causes an increase or decrease in the Agreement price or an extension or shortening of the Agreement time, both parties must agree to such change in writing.
Agreement price and time may be changed only through a Change Order or Amendment.

5.5 **Method of Billing and Payment**

5.5.1 County shall pay for the Services as listed in Exhibit A – SOW, (including Maintenance and Support Services) to be performed under this Agreement as follows.

5.5.1.1 An invoice for the products (License Fees) and Implementation Fee may be submitted upon issuance of the County’s purchase order in the amount of Thirteen Thousand, Six Hundred Twenty-Five Dollars ($13,625.00).

5.5.1.2 An invoice shall be submitted in the amount of Thirteen Thousand, Six Hundred Twenty-Five Dollars ($13,625.00) for the products (License Fees) and Implementation Fee upon System Acceptance by the County.

5.5.1.4 **Year 2 Fees:** A Recurring Maximum Not-to-Exceed Annual Maintenance Fee of Twenty-Seven Thousand Two Hundred Fifty Dollars ($27,250.00) in year two (2) covering the Annual License(s), Maintenance & Hosting costs, includes a minimum of ten (10) concurrent license users and twenty (40) named users, shall be billed annually. Recurring Fee(s) may be prorated to correspond to the County’s fiscal year. Contractor shall submit an invoice for the Annual Maintenance & Hosting Fee to the County’s designated contact no less than 30 days prior to the annual renewal date.

5.5.1.5 **Year 3 and beyond Fees:** A Recurring Maximum Not-to-Exceed Annual Maintenance Fee of Twenty-Three Thousand Two Hundred Fifty Dollars ($23,250.00) in year three (3) and all other subsequent Agreement renewal years, covering the Annual License(s), Maintenance & Hosting costs, includes a minimum of ten (10) concurrent license users and twenty (40) named users, shall be billed annually. Recurring Fee(s) may be prorated to correspond to the County’s fiscal year. Contractor shall submit an invoice for the Annual Maintenance & Hosting Fee to the County’s designated contact no less than 30 days prior to the annual renewal date.

5.5.1.6 Contractor acknowledges that County is a tax exempt entity and County agrees to provide Contractor with written proof of such status, if requested. As such, County shall not be responsible for paying taxes.

5.5.2 County shall pay Contractor within forty-five (45) days of receipt of Contractor’s proper invoice of services, subject to the Florida Prompt Payment Act and pursuant to Section 5.5.1. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by Contract Administrator. Payment may be withheld for disputed amounts until resolved by the parties.
5.5.2.1 County shall pay Contractor in accordance with Section 5.5.1 and Exhibit B. Contractor shall notify County in writing when the System is completed and ready for testing and review by County. For purposes of this notification to County and this section only, written notice may be also provided by email. In the event County terminates this Agreement in accordance with Article 9, Contractor shall be paid as provided therein. Subject to Section 5.5.3 below, the System Acceptance testing phase shall be conducted in accordance with the SOW.

5.5.3 Contractor agrees that the System as a whole shall be inspected and tested by County. System Acceptance shall be evidenced by (i) a written acknowledgement by the County Project Manager to Contractor that the System meets all System Acceptance Criteria.

5.5.4 The parties acknowledge that Exhibit A may not delineate every detail and minor work task required to be performed by Contractor to complete its Services and provide the Deliverables and the System. If, during the course of the performance of the Services, Contractor and County determine that additional work should be performed to complete the System which, in Contractor’s opinion, is outside the level of effort originally anticipated in Exhibit A, whether or not Exhibit A identifies the work items, Contractor shall notify the Contract Administrator in writing in a timely manner, with such notification being made pursuant to Section 5.4 and serving as Contractor’s request for a Change Order. If Contractor proceeds with said work without notifying the Contract Administrator, said work shall be deemed to be within the original level of effort, whether or not specifically addressed in Exhibit A. Notice for such additional work that is inconsistent with Section 5.4 to the Contract Administrator by Contractor shall not constitute authorization or approval by County to perform said work. Accordingly, performance of work by Contractor outside the originally anticipated level of effort without prior written County approval is at Contractor’s sole risk and County shall not be liable for payment of said additional work.

5.5.4.1 In the event a dispute between the Contract Administrator and Contractor arises over whether requested services constitute additional work or services or is outside the level of effort originally anticipated in Exhibit A and such dispute cannot be resolved by the Contract Administrator and Contractor, such dispute shall be submitted to the process prescribed in Article 11 – Dispute Resolution.

5.5.5 County’s Purchasing and Contracts Director or such other proper authority pursuant to County policies and procedures shall have the authority to approve, award, and execute all documents or other instruments required to effectuate changes, modifications, or additional service contemplated by Sections 5.4, 5.5.2, 5.5.3, and 5.5.4 above, so long as the then cumulative financial obligation of County for such additional items does not exceed the Director of Purchasing and Contracts’ authority under the County Code of Ordinances or policies and procedures. Any change, modification or additional service that causes the cumulative financial obligation of County for
such additional items to exceed the Purchasing Director's authority under the Procurement Code shall be presented to the Volusia County Council for approval.

5.6 Contractor shall pay its Subcontractors and suppliers, within thirty (30) days following receipt of payment from the County for such subcontracted work or supplies. Contractor agrees that if it withholds an amount as retainage from such subcontractors or suppliers, that it shall release such retainage and pay same within thirty (30) days following receipt of payment of retained amounts from County.

6 TERM OF AGREEMENT AND NOTICE TO PROCEED

6.1 Term of Agreement. The term of this Agreement shall begin on the date it is fully executed by both parties (the Effective Date) and shall expire three (3) years after System Acceptance. After the first three (3) years following System Acceptance, this Agreement may be renewed by County for two (2) successive one (1)-year terms, or upon mutual agreement.

6.1.1 All Change Orders issued under this Agreement shall terminate at the expiration of the term of the Change Order, unless amended in writing by the parties, or the term of this Agreement, except if a Change Order issued before the expiration of this Agreement cannot be completed until after the expiration of this Agreement, then this Agreement shall expire on the Completion Date of said Change Order, including any amendments thereto, and after all Work or Services under the Change Order have been approved and accepted by County's Project Manager. As such, the obligations entered therein by both parties under this Agreement and said Change Order shall remain in full force and effect until completion of all Work or Services performed under this Agreement and/or the Change Order.

6.2 Notice to Proceed. "Notice to Proceed" means written notice (including a Purchase Order) issued by the Contract Administrator authorizing Contractor to proceed with providing the Deliverables and Services pursuant to this Agreement. Prior to beginning the performance of any Services, Contractor must receive a Notice to Proceed from the Contract Administrator. Prior to the execution of this Agreement, Contractor shall provide County with a properly completed insurance certificate, the completion of and submittal of which is considered a condition precedent to the execution of this Agreement. County shall issue the Notice to Proceed no later than five (5) County business days after County's receipt and approval of the insurance certificate and the date that County executes this Agreement.

6.3 Completion of System Timetable.

6.3.1 Completion Timetable. The installation or implementation phase of the Project shall not exceed thirty (30) days, or such other time frame mutually agreed upon by the Parties.

6.3.2 Contractor shall not be responsible for any delay resulting from acts or omissions due to a Force Majeure Event described in Section 14.15, or County's failure to perform testing because of a Force Majeure Event or its
proximate fault, to provide information or materials requested by Contractor that are necessary for making the System ready for System Acceptance; or any material delay caused by County preventing Contractor for making the System ready for System Acceptance.

7 LIMITATION OF LIABILITY AND INDEMNIFICATION OF COUNTY.

7.1 Indemnification. The Contractor shall indemnify, defend and hold harmless the County and its agents, officers, and employees, from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees, arising out of or resulting from the performance of this Agreement provided that the claim, damage, loss and expense is caused by any negligent act or omission of the Contractor, anyone directly or indirectly employed by Contractor, except the Contractor will not be required to indemnify and hold the County harmless if such claim, damage, loss and expense is primarily the result of the negligence of the County, or of anyone directly or indirectly employed by the County or anyone for whose acts the County may be liable.

7.2 Infringement Claim.

7.2.1 For all Licensed Software or derivate works of the Licensed Software used by County under this Agreement, Contractor agrees to protect, defend, indemnify, and hold harmless County, its agents, elected officials and employees of County from and against any and all claims, demands, actions, and causes or action which may arise asserting that all or any part of Contractor's Licensed Software or applications that are owned and licensed by Contractor to County for use thereof by County, infringes or misappropriates any third party's valid state patent, copyright, trademark, or any trade secret protected under United States law.

Contractor's indemnification obligations under this Article 7.2.1 are subject to County or the indemnified party giving Contractor (a) prompt written notice of any Indemnifiable Claim; (b) reasonable assistance in Contractor's defense of the Indemnifiable Claim; and (c) sole authority to defend or settle the Indemnifiable Claim, provided that County or the indemnified party shall have the right to approve any settlement of an indemnifiable claim to the extent such settlement imposes any obligations on County or the indemnified party. County, or the indemnified party, may retain its own legal counsel at its own expense to monitor such litigation.

7.2.2 In the event of an infringement claim, Contractor shall have the option: (i) to procure for County the right to continue using any product or service found to be infringing; (ii) to replace any such infringing product or service with a non-infringing product or service; (iii) to modify such infringing product or service to make it non-infringing; or (iv) if the preceding options are not commercially reasonable, to remove the infringing material and refund any fees which the County may have paid for it. Contractor shall have no obligation under this Article if the Infringement Claim is based upon the use of the System in combination with other hardware or software applications not furnished by
Contract Number 14-P-84TF

Contractor, or if such a claim arises from County's modification of the System without the authorization of Contractor.

7.3 **Sovereign Immunity.** The County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of immunity of limits of liability of the County beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and the cap on the amount and liability of the County for damages regardless of the number or nature of claims in tort, equity or Agreement shall not exceed the dollar amount set by the legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the County, which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

7.4 If County should become entitled to claim damages against the Contractor for breach of Agreement arising from this Agreement, Contractor shall be liable for direct, incidental, indirect, special, and consequential damages; provided Contractor's maximum liability for any damages, regardless of form of action, shall in no event exceed the license fees actually paid to Contractor for the relevant software giving rise to the liability, or in the case of professional services, the amount of fees paid for the relevant services giving rise to the liability. Contractor's maximum liability for damages related to maintenance or hosting services shall be limited to the maintenance or hosting fees actually paid to FirstCall for the relevant maintenance services giving rise to the liability for the most recent annual term.

7.5 In no event shall the County be liable to the other for any incidental, indirect, special, punitive or consequential damages even if the County knew or should have known about the possibility of such damages for any provision of this Agreement.

8 **INSURANCE**

8.1 **Required Types of Insurance**

The Contractor shall purchase and maintain at its own expense, during the term of this Agreement the following types and amounts of insurance with limits no less than those shown below, in the form and from companies satisfactory to the County:

<table>
<thead>
<tr>
<th>SCHEDULE</th>
<th>LIMITS</th>
</tr>
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<tbody>
<tr>
<td>Workers' Compensation</td>
<td>Florida Statutory Coverage</td>
</tr>
<tr>
<td>Commercial General Liability</td>
<td>$2,000,000. General Aggregate</td>
</tr>
<tr>
<td>Products-Completed Operation</td>
<td>$2,000,000. Products/Comp. Ops Aggregate</td>
</tr>
<tr>
<td>Products-Completed Operation</td>
<td>$1,000,000. Personal/Advertising Injury</td>
</tr>
<tr>
<td>Products-Completed Operation</td>
<td>$1,000,000. Each Occurrence</td>
</tr>
</tbody>
</table>

(The County of Volusia shall be named as an additional insured under all of the above Commercial General Liability coverage.)
Auto Liability $500,000. CSL
Autos, hired or non-owned
NOTE: Auto Liability is required if Contractor comes on site.

Computer Software and Services Errors or Omissions $1,000,000.

8.1.1 Minimum underlying coverages shall include Commercial General Liability, Automobile Liability and Workers' Compensation/Employer's Liability. (Umbrella liability limit will not be required to be carried by subcontractors.)

(If the services provided require the disposal of any hazardous or non-hazardous materials off the job site, the disposal site operator must furnish a certificate of insurance for Pollution Legal Liability with coverage for bodily injury and property damage for losses that arise from the facility that is accepting the waste under this Agreement).

8.1.2 Umbrella or Excess Liability policies may be used to obtain the total limits of liability required to meet the required limits of coverage stated above. Evidence of such coverage should clearly demonstrate the underlying coverages/policies that are included.

8.1.3 Workers' Compensation Insurance. Workers' Compensation insurance is required for all employees of the Contractor, excluding corporate officers, employed or hired to perform or provide Work or Services under this Agreement or that is in any way connected with Work or Services performed under this Agreement, without exclusion for any class of employee, and shall comply fully with the Florida Workers' Compensation Law (Chapter 440, Florida Statutes, Workers' Compensation Insurance) and include Employers' Liability Insurance with limits no less than the statutory amount shown above per occurrence.

8.1.3.1 Contractor and its Subcontractors, or any associated or subsidiary company doing Work on County property or under this Agreement must be named in the Workers' Compensation coverage or provide proof of their own Workers' Compensation coverage, without exclusion of any class of employee, and with a minimum of the statutory limits per occurrence for Employer's liability coverage. Further, if the Contractor's Subcontractors fail to obtain Workers' Compensation insurance and a claim is made against the County by the uncovered employee of said Subcontractor of the Contractor, the Contractor shall indemnify, defend, and hold harmless the County from all claims for all costs including attorney's fees and costs arising under said employee(s) Workers' Compensation insurance claim(s).

8.1.4 Commercial General Liability Insurance. Commercial General Liability insurance, with a limit of not less than the amounts shown above with an aggregate limit and per occurrence basis, including coverage for the Contractor's operations, independent Contractors, Subcontractors and "broad
property damage coverages protecting itself, its employees, agents, Contractors or subsidiaries, and their employees or agents for claims for damages caused by bodily injury, property damage, or personal or advertising injury, products liability/completed operations including what is commonly known as groups A, B, and C (false arrest, slander). Such policies shall include coverage for claims by any person as a result of actions directly or indirectly related to the employment of such person or entity by the Contractor or by any of its Subcontractors arising from Work or Services performed under this Agreement. Public liability coverage shall include either blanket contractual insurance or a designated Agreement contractual liability coverage endorsement, indicating expressly the Contractor’s Agreement to indemnify, defend and hold harmless the County as provided in this Agreement. The commercial general liability policy shall be endorsed to include the County as an additional insured. The commercial general liability policy shall provide exclusive coverage for the location or project site where the Work or Services are to be performed under this Agreement. In the alternative, the commercial general liability policy shall be endorsed to provide the designated aggregate per location endorsement or equivalent on a form approved or requested by the County Risk Manager.

8.1.5 **Motor Vehicle Liability.** The Contractor shall secure and maintain during the term of this Agreement, motor vehicle coverage in the split limit amounts of no less than the amounts shown above per person, per occurrence for bodily injury and for property damage or a combined single limit of the amount shown above protecting itself, its employees, agents or lessees, or subsidiaries and their employees or agents against claims arising from the ownership, maintenance, or use of a motor vehicle.

8.1.6 **Computer Software and Services Errors or Omissions Liability.** The Contractor shall ensure that it secures and maintains, during the term of this Contract, Computer Software and Services Errors or Omissions Liability Insurance with limits of no less than the amount shown above contemplated by this Contract. Such policy shall cover all the Contractor's or its Subcontractor's computer software and services errors or omissions liabilities whether occasioned by the Contractor or its Subcontractors, or their agents or employees.

8.1.6.1 If the Contractor fails to secure and maintain the liability insurance coverage required herein, the Contractor shall be liable to the County and agrees to indemnify, defend, and hold harmless the County against all claims, actions, losses or damages that would have been covered by such insurance.

8.1.6.2 The Contractor must maintain a retroactive date prior to or equal to the effective date of this Agreement. The Contractor shall purchase a Supplemental Extended Reporting Period ("SERP") with a minimum reporting period of not less than three (3) years in the event a Subcontractor's policy is canceled, not renewed, switched to occurrence form, or any other event which requires a purchase of SERP to cover a gap in insurance for claims which may arise under or related to this
8.1.7 **Primary and Excess Coverage.** Any insurance required may be provided by primary and excess insurance policies.

### 8.2 Insurance Requirements

#### 8.2.1 General Insurance Requirements:

8.2.1.1 All insurance policies shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of A- in the "Best Key Rating Guide" published by A.M. Best & Company, Inc.

8.2.1.2 Approval by County of any policy of insurance shall not relieve Contractor from its responsibility to maintain the insurance coverage required herein for the performance of Work or Services by the Contractor or its Subcontractors for the entire term of this Agreement and for such longer periods of time as may be required under other clauses of this Agreement.

8.2.1.3 **Waiver of Subrogation.** Intentionally omitted.

8.2.1.4 **County Not Liable for Paying Deductibles.** For all insurance required by Contractor, the County shall not be responsible or liable for paying deductibles for any claim arising out of or related to the Contractor's business or any Subcontractor performing Work or Services on behalf of the Contractor or for the Contractor's benefit under this Agreement.

8.2.1.5 **Cancellation Notices.** During the term of this Agreement, Contractor shall be responsible for promptly advising and providing the County's Risk Management and the Purchasing and Contracts divisions with copies of notices of cancellation under this Agreement within thirty (30) calendar days of receipt of such notice or change.

8.2.1.6 For any on-site Work performed by or on behalf of Contractor on County property, the County shall be named as an additional insured or additional named insured subject to review and determination by County's Risk Manager on all policies required under this Agreement.

8.2.1.7 **Deductibles.** For purposes of this Agreement, Contractor shall not obtain an insurance policy with a deductible or self-insurance provision. Subject to County approval, Contractor may obtain a letter of credit in the amount equivalent to the deductible which will be in effect during the term of this Agreement at no additional cost to the County.
8.3 Proof of Insurance

8.3.1 The Contractor shall be required to furnish evidence of all required insurance in the form of certificates of insurance, which shall clearly outline all hazards covered as itemized herein, the amounts of insurance applicable to each hazard and the expiration dates.

8.3.2 The Contractor shall furnish proof of insurance acceptable to the County prior to or at the time of execution of this Agreement and the Contractor shall not commence Work or provide any Service until the Contractor has obtained all the insurance required under this Agreement and such insurance has been filed with and approved by the County. This Agreement may be terminated by the County, without penalty or expense to County, if at any time during the term of this Agreement proof of any insurance required hereunder is not provided to the County or fails to maintain the insurance required under this Agreement during the term of this Agreement.

8.3.3 All certificates of insurance shall clearly indicate that the Contractor has obtained insurance of the type, amount and classification required by this Article. No Work or Services by Contractor or its Subcontractors shall be commenced until County has approved these policies or certificates of insurance. Further, the Contractor agrees that the County shall make no payments pursuant to the terms of this Agreement until all required proof or evidence of insurance has been provided to the County. This Contractor may be terminated by the County, without penalty or expense, if proof of any insurance required hereunder is not provided to the County.

8.3.4 The Contractor shall file replacement certificates with the County at the time of expiration or termination of the required insurance occurring during the term of this Agreement. If in the event such insurance lapses, the County expressly reserve the right to renew the insurance policies at the Contractor’s expense or terminate this Agreement but County has no obligation to renew any policies.

8.4 The provisions of this Article shall survive the cancellation or termination of this Agreement.

9 TERMINATION

9.1 This Agreement may be terminated by (a) either party upon the material breach by the other party if such breach is not cured within thirty (30) days written notice from the nonbreaching party.

9.2 County may terminate this Agreement for convenience or non-appropriation upon at least thirty (30) calendar days prior written notice to Contractor.

9.3 After Contractor’s receipt of a notice of termination pursuant to 9.1 above (or to the extent Contractor has not cured a material breach within thirty (30) days notice from County), and except as otherwise directed by the County, the Contractor shall:
9.3.1 Stop work under the Agreement or applicable statement of work on the date specified in the notice of termination.

9.3.2 Place no further orders or subcontracts for materials, services or facilities.

9.3.3 Terminate all orders and subcontracts to the extent that they relate to the performance of work or Services terminated by the Notice of Termination.

9.3.4 With the approval of the County and to the extent required by the County, settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts. County’s approval of such settlements shall be final for all the purposes of this Article 9.

9.4 After receipt of a notice of termination, the Contractor shall submit to the County its termination claim for amounts owed by County (which shall include without limitation all amounts due for Work or Services performed through the date of termination), in the form and with a certification as prescribed by the County. Such claim shall be submitted promptly but in no event later than thirty (30) days from the effective date of termination in writing within such thirty (30) days period or authorized extension thereof. Upon failure of the Contractor to submit its termination claim within the time allowed, the County may determine on the basis of information available to it, the amount, if any, due to the Contractor by reason of the termination and shall thereupon pay to the Contractor the amount so determined.

9.5 Non-Affiliation. This Agreement may be terminated by the County or Contractor if the County does not appropriate the funding in any fiscal year necessary to pay the compensation set forth in Article 5 – Compensation and Method of Payment.

9.6 In the event that this Agreement is terminated by the County or Contractor for non-appropriation, Contractor shall be paid in accordance with terms of Article 9. Contractor shall be paid (a) to the date of termination on a prorated basis for any task and Deliverable designated for payment on the Payment Milestone Schedule that was started but not completed and (b) for any work or Deliverable that has been completed but not yet been paid. County’s obligation to pay Contractor under this Section and this Agreement is limited to the budgeted amount for the fiscal year approved by the Volusia County Council for the then current fiscal year of this Agreement. Contractor shall have no right to compel the Volusia County Council to appropriate funds for any fiscal year to pay the compensation.

9.7 Upon being notified of County’s election to terminate for default of Contractor, non-appropriation or convenience, Contractor and its Subcontractors shall refrain from performing further work or incurring additional expenses under the terms of this Agreement which is not specifically authorized in the Notice of Termination.

9.8 If termination of this Agreement occurs for any reason:

9.8.1 Except as otherwise provided in this Agreement, each party shall return to the other party, or destroy, all confidential information in its possession and shall
certify the destruction or return of said information in a written document signed by the duly authorized representative that all such information has been destroyed or returned, provided that the receiving party shall be permitted to retain an archival copy of any such confidential information (provided in continuous to maintain the confidentiality of such as prescribed herein) to the extent necessary to have a record of the Service performed hereunder.

9.8.2 For all undisputed outstanding invoices submitted to the County for Work completed or Deliverables delivered prior to the effective date of the termination, the County shall cause payments to be made to Contractor within forty-five (45) days of receipt of invoice. Contractor shall invoice the County for any sums Contractor claims to be owed by County under this Agreement for work performed from the last invoice to the effective date of termination. County shall review such invoice for payment within fifteen (15) days of receipt and County shall pay any undisputed amount within forty-five (45) days, subject to Article 5 - Compensation and Method of Payment. Any disputed amounts on any invoices shall be subject to the dispute resolution process set forth in Article 11 hereof.

9.9 In the event of termination by the County for non-appropriation, for all items or products ordered by Contractor before receipt by Contractor of the Notice of Termination which Contractor could not cancel without imposition of a fee, the County shall cause payments to be made to Contractor within forty-five (45) days of receipt of an undisputed invoice for all cancellation, restocking or residual fees resulting from the cancellation or return of Third Party Products ordered from or shipped by the vendor thereof prior to the effective date of the termination.

9.10 In the event Contractor is unable to deliver the System in a manner that enables the System and all of its functional components to pass Final Acceptance testing, County shall have the right to terminate the Agreement and have the right to receive from Contractor a refund of the Implementation Fee actually received by the Contractor through the date of such termination. In the event County deems Contractor has not met the Final Acceptance Testing Criteria, County shall notify Contractor in writing with those specific criteria Contractor has failed to satisfy. Contractor shall have sixty (60) days to satisfy the requirements, or such longer time as the parties mutually agree.

10 CONFIDENTIAL INFORMATION

10.1 Both parties hereby acknowledge that each may be exposed to confidential and proprietary information of the other and providers of software and confidential and proprietary information, business information, and information that may be exempted from disclosure or prevented from being disclosed by reason of law. If Contractor intends to designate certain information provided to County as Confidential, then such information must be expressly identified in writing by the Contractor and Contractor must provide the County with a completed Non-disclosure form provided by the County.

10.2 Confidential information shall constitute information which is exempt from disclosure
pursuant to Chapter 119, Public Records Law, Florida Statutes (2010), and Article I, Section 24 of the Florida Constitution ("Florida Public Records Law"), and Chapter 812 of the Florida Statutes (2010) (hereinafter "Confidential Information"). In addition and for the purposes of this Agreement and any future statement of work, Confidential Information shall include Confidential information and/or trade secrets disclosed by Contractor to County that is expressly identified in writing by Contractor and Contractor's subcontractors. As such, any Confidential Information as defined herein that is provided by Contractor to County must be expressly identified in a fully completed and executed Nondisclosure Agreement for Confidential Materials which Contractor may obtain from the County's Purchasing and Contracts Division.

Confidential Information and/or trade secrets do not include the following:

10.2.1 Information already known to or independently developed by the recipient;

10.2.2 Information in the public domain through no wrongful act of the recipient;

10.2.3 Information received by the party in possession from a third party the recipient;

10.2.4 Information regularly disclosed by the owner of the information to third parties without restriction on disclosure; or

10.2.5 Information required to be disclosed by law or an order of court, provided that a party required to make disclosure of the other party's Confidential Information shall first notify the other party of such requirement and permit the party to obtain a protective order or other similar relief.

10.3 With respect to the Confidential Information, both parties hereby agree that during the term of this Agreement and at all times thereafter, neither shall use, commercialize or disclose such Confidential information obtained from the other to any person or entity, except to such other parties as the party claiming confidentiality may approve in writing and under such conditions as such party may approve in writing.

10.4 **Restrictions upon Disclosure of Information.** Each party agrees subject to the conditions and obligations of this Article 10:

10.4.1 To treat the other's Confidential information as proprietary to the other;

10.4.2 To not knowingly disclose to any person, other than its employees, consultants, or agents or the employees, consultants and agents of the other party (as directed by the other party), any Confidential Information belonging to the other party, and

10.4.3 To inform its employees, consultants and agents of the confidential nature of the others' information and of the requirement of nondisclosure.
10.4.4 In the event either party has actual knowledge of a breach of the nondisclosure requirements of this Article, the party acquiring such knowledge shall promptly inform the other party and assist that party in curing the disclosure, where possible, and preventing future disclosures.

10.5 Where County receives a request by a third party for disclosure of (i) the Confidential Information or (ii) other information that County believes to be Confidential Information and/or a trade secret of Contractor, County shall, in either instance, give written notice to Contractor and Contractor shall take immediate action to notify County in writing whether Contractor agrees to the disclosure or whether Contractor opposes disclosure and shall take legal action to prevent such disclosure.

10.6 Where Contractor receives a request by a third party for disclosure of information that Contractor believes to be Confidential Information and/or a trade secret of County, Contractor shall give written notice to County and County shall take immediate action to notify Contractor in writing whether County agrees to the disclosure or whether County opposes disclosure and shall take legal action to prevent such disclosure.

10.7 In the event a third party makes a public records request to the County for disclosure of the Licensed Software or Documentation or any item which has been marked by Contractor as confidential or a trade secret, the County has refused disclosure and the third party files suit to require disclosure, Contractor recognizes the County is required to submit any requested item to the court for inspection in camera as set forth in Section 119.07(1) (g), Florida Statutes (2010). Contractor further acknowledges that Section 119.12, Florida Statutes (2010), states:

> If a civil action is filed against an agency to enforce the provisions of this chapter and if the court determines that such agency unlawfully refused to permit a public record to be inspected or copied, the court shall assess and award, against the agency responsible, the reasonable costs of enforcement including reasonable attorneys’ fees.

10.8 Should a court, based upon Section 119.12, Florida Statutes (2010), or its successor, assess and award costs of enforcement against the County arising from any obligation of the County under this Article, Contractor agrees at its expense to indemnify, and hold harmless the County and its elected officials, appointed officials, officers, agents and employees.

10.9 Contractor acknowledges and agrees that the County is the owner and custodian of information and data, whether or not such is electronically retained and regardless of the retention media and that the use of any Licensed Software in relation to such information or data does not in any way restrict the rights or obligations of County regarding disclosure of their data and information, provided that the foregoing shall not be construed to permit County to disclose any confidential information (including without limitation the Licensed Software or Documentation) in contravention of County’s obligations hereunder.

10.10 Except to the extent authorized in this Agreement, both parties hereby agree that during the term of this Agreement and at all times thereafter, neither shall use, commercialize or disclose such Confidential Information and/or trade secret obtained
from the other to any person or entity, except to such other parties as the party claiming confidentiality may approve in writing and under such conditions as such claiming party may impose in writing.

10.11 Notwithstanding the foregoing provisions, disclosure of a purported trade secret or Confidential Information shall not be precluded if:

10.11.1 Such disclosure is in response to a valid order of a court or other governmental body of the United States or any political subdivision thereof; or

10.11.2 Such disclosure is necessary to establish rights or enforce obligations under this Agreement and the SOW, but only to the extent that any such disclosure is necessary for such purpose; or

10.11.3 The County received the prior written consent to such disclosure from Contractor, but only to the extent permitted in such consent; or

10.11.4 Disclosure is required by Florida law including but not limited to Chapter 119, Florida Statutes; or

10.11.5 Disclosure is not exempted by Florida law including but not limited to Chapter 119, Florida Statutes; or

10.11.6 Disclosure is required by Federal law which is preemptive of Florida law.

10.12 In the event of an intended or required disclosure described in Section 10.11, the party intending or being required to disclose the other party's Confidential Information shall provide the other party with reasonable advance notice in order to permit the other party the opportunity to seek a protective order or other appropriate relief. Notwithstanding 10.11.2 and 10.11.3 above, County shall first comply with its obligations under this Agreement, subject to Chapter 119, Florida Statutes (2010) that permit Contractor to object to such disclosures.

10.13 Notwithstanding anything to the contrary contained above or elsewhere in this Agreement, County shall have the right to use the Licensed Software to provide access by the public or government agencies to the database(s), files or information derived from the use of the System and/or to generate reports from such files or information, files or information on electronic media to the public where required or allowed by the laws of the State of Florida or other laws allowing disclosure by County, provided that the foregoing shall not be construed to permit County to disclose any Contractor Confidential Information in contravention of County's obligations hereunder.

10.14 County Data Confidentiality and Use Restrictions

10.14.1 Contractor agrees and understands that all files and other information and data created in connection with this Agreement constitute a public record, except to the extent it is exempt or proprietary under Florida Law, including but not limited to Chapter 119 of the Florida Statutes, from disclosure. Contractor agrees to maintain for public record access such files and to
maintain for public access such files after termination of this Agreement to the extent required by the laws of the State of Florida. Nothing in the foregoing should be construed to limit the rights of Contractor in its Licensed Software or Documentation, including without limitation any files, information or data created in the modification or customization of the Licensed Software or Documentation for any specific purpose of County, and County recognizes that Contractor shall retain all intellectual property rights in such modifications or customizations.

10.14.2 The parties agree that Chapter 119, F.S. articulates the data and written and oral information is exempt or confidential under Florida law. As such, and pursuant to Chapter 119, F.S., County claims such exemption or confidentiality to include but not be limited to social security numbers, medical information, pending law enforcement investigations, and any information which reveals the home address or telephone number of a law enforcement officer. All such information or data that is supplied by County or any third party pursuant to this Agreement shall be kept confidential and shall not be used or disclosed to any other party, directly or indirectly, without County’s prior written consent unless required by an order issued by a court of lawful jurisdiction. All data provided by County or its agents under this Agreement and all results derived therefrom through the use of the System shall be and remain the County’s property, and may be reproduced and reused solely at the discretion of the County.

10.14.2.1 Upon any termination or expiration of this Agreement, Contractor, upon County’s written request, shall promptly deliver, but not more than thirty (30) days after County’s request, to County an extract of County’s data hosted in the System in XML format or such other format as mutually agreed upon by County and Contractor.

10.15 THE ABOVE DUTIES AND OBLIGATIONS SHALL SURVIVE THE CANCELLATION OR TERMINATION OF THIS AGREEMENT.

11 DISPUTE RESOLUTION

11.1 The parties to this Agreement shall exercise their best efforts to negotiate and settle promptly any dispute that may arise with respect to this Agreement in accordance with the provisions set forth in this Section 11. The Contractor and County Project Manager shall use reasonable efforts to arrange personal meetings and/or telephone conferences as needed, at mutually convenient times and places, to address and work toward resolution of issues that arise in performance of this Agreement and any applicable statement of work or Services. Issues shall be escalated to successive management levels as needed.

11.2 **Informal Dispute Resolution.** If a dispute develops between the parties concerning any provision of this Agreement, or the interpretation thereof, or any conduct by the other party under these agreements, and the parties are unable to resolve such dispute within five (5) days, that party, known as the Invoking Party, through its applicable Project Manager, shall promptly bring the disputed matter to the attention of the non-Invoking Party’s Project Manager or designated representative, as the
case may be, of the other party in writing ("Dispute Notice") in order to resolve such dispute.

11.3 Upon issuance of a Dispute Notice, the Project Managers or designated representative shall furnish to each other all non-privileged information with respect to the dispute believed by them to be appropriate and germane. The Project Managers shall negotiate in an effort to resolve the dispute without the necessity of any formal proceeding. If such dispute is not resolved by the Project Managers or designated representative within five (5) County Work Days, the Project Managers shall escalate the dispute as indicated below:

<table>
<thead>
<tr>
<th>County Work Days</th>
<th>Contractor's Representative</th>
<th>County Representative</th>
</tr>
</thead>
<tbody>
<tr>
<td>10</td>
<td>Contractor</td>
<td>Project Manager</td>
</tr>
<tr>
<td>10</td>
<td>Contractor's Engagement Manager</td>
<td>Director of Purchasing and Contracts</td>
</tr>
<tr>
<td>20</td>
<td>Contractor's Business Unit Manager or Designee</td>
<td>Deputy County Manager</td>
</tr>
</tbody>
</table>

11.4 **Formal Dispute Resolution.** At any point after issuance of a Dispute Notice under this section, either party may initiate formal non-binding mediation before a single mediator, which mediation shall be completed within thirty (30) days of initiation, in accordance with the rules of practice and procedure adopted by the Supreme Court of Florida for court-ordered mediation, Rule 1.700 et seq. of the Florida Rules of Civil Procedure, and Chapter 44, Florida Statutes. If the dispute remains unresolved after conducting such mediation, then either party may proceed to finalize such termination remedies and commence litigation in a court of competent jurisdiction. Each party shall bear their own costs and attorney’s fees for mediation or arbitration of an issue arising under this Agreement.

12 **DATE STANDARDS**

12.1 Contractor warrants that each item of software in the SOW or future statement of work that it delivers, develops, modifies, or recommends to County for uses under this Agreement shall be able to accurately store and process date/time data in four (4) digit year fields (including, but not limited to, calculating, comparing, interfacing and sequencing) from, into, and between the nineteenth through the twenty-second centuries, and leap year calculations. The duration of this warranty and the remedies available to County for breach of this warranty shall be as defined in, and subject to, the terms and limitations of Contractor's warranties contained in this Agreement; provided that notwithstanding any provision to the contrary in any such warranty provision(s), or in the absence of any such warranty provision(s), the exclusive remedies available to County under this warranty shall include repair or replacement, at no cost to County of any of the products whose noncompliance is discovered and made known to Contractor in writing, after System Acceptance by County. Nothing in this warranty shall be construed to limit any rights or remedies County may
otherwise have under this Agreement with respect to Defects.

13 TITLE AND LICENSE

13.1 Contractor shall own all rights, title and interest in and to the Licensed Software and Documentation and the related source code including copyright, trade secret, patent, trademark and other proprietary rights as well as all customizations, enhancements, modifications, improvements, derivations or other variations thereof. This Agreement does not transfer to County under any circumstances any of Contractor's ownership rights in the Licensed Software.

13.2 Warranty as to Intellectual Property Infringement. Contractor represents and warrants that at the time of entering into this Agreement no claims have been asserted or action or proceeding brought against Contractor which alleges that all or any part of the Software to be supplied by Contractor or the operation or use thereof by County, infringes or misappropriates any patent, copyright, mask copyright or any trade secret or other intellectual or proprietary right of a third party, nor is Contractor aware of any such potential claim. Contractor also represents and warrants that Contractor shall use reasonable efforts to ensure it's Services and Deliverables to be provided pursuant to this Agreement shall not infringe or misappropriate any patent, copyright, mask copyright or any trade secret or other intellectual or proprietary right of a third party; provided nothing in this section shall be construed to limit Contractor's obligation to indemnify County pursuant to section 7.2 hereof.

14 MISCELLANEOUS PROVISIONS

14.1 Public Entity Crimes Act. Contractor represents that the execution of this Agreement shall not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is contractor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a Agreement to provide any goods or services to County, may not submit a bid on a Agreement with County for the construction or repair of a public building or public work, may not submit bids on leases of real property to County, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a Agreement with County, and may not transact any business with County in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from County's competitive procurement activities. In addition to the foregoing, Contractor further represents that there has been no determination, based on a audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Contractor has been placed on the convicted vendor list.

14.2 Equal Opportunity: Disadvantaged Business Enterprises. During the performance of this Agreement, the Contractor agrees that is shall not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. The Contractor shall take affirmative action to ensure that
Contract Number 14-P-84TF

applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

14.3 **Drug-Free Workplace.** The County of Volusia is a drug-free and smoke-free workplace. Contractor agrees that it shall provide a drug-free environment to its personnel during the terms of the Agreement and shall comply, subject to the prior receipt, with the County’s policies on drug-free and smoke-free work place during the term of this Agreement.

14.4 **Independent Contractor.** Contractor is an independent contractor under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of Contractor. In providing such Services, neither Contractor nor its agents shall act as officers, employees, or agents of the County. No partnership, joint venture, or other joint relationship is created hereby. County does not extend to Contractor or Contractor’s agents any authority of any kind to bind County in any respect whatsoever.

14.5 **Third Party Beneficiaries.** Neither Contractor nor County intends to directly or substantially benefit a third party by this Agreement. The Parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement. Therefore, the Parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement, except as otherwise provided in this Agreement.

14.6 **No Contingent Fees.** Neither Contractor nor any parent or subsidiary corporation has employed or retained any company or persons, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement and that they have not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, County shall have the right to terminate the Agreement at its discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

14.7 **Notice.** All notice required under this Agreement shall be in writing and shall be sent by certified United States Mail or national parcel service, postage prepaid, return receipt requested, or by hand-delivery with a written receipt of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:
### In the case of County:

<table>
<thead>
<tr>
<th>County of Volusia</th>
<th>County of Volusia</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: Director of Purchasing &amp; Contracts</td>
<td>Attn: County Attorney</td>
</tr>
<tr>
<td>Address: 123 W. Indiana Ave., Rm. 302 DeLand, Florida 32720</td>
<td>Address: 123 W. Indiana Ave., Rm. 301 DeLand, Florida 32720</td>
</tr>
<tr>
<td>Phone: 386-736-5935</td>
<td>Phone: 386-736-5950</td>
</tr>
</tbody>
</table>

### In the case of Contractor:

<table>
<thead>
<tr>
<th>Contractor</th>
<th>with a copy of legal notices to:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Matt Teague, President</td>
<td>Matt Teague, President</td>
</tr>
<tr>
<td>5423 Galeria Drive, Baton Rouge, LA 70816</td>
<td>5423 Galeria Drive, Baton Rouge, LA 70816</td>
</tr>
<tr>
<td>Phone: 225-296-8123</td>
<td>Phone: 225-296-8123</td>
</tr>
</tbody>
</table>

14.8 Assignment and Performance.

Consultant may not assign or otherwise convey Consultant’s rights and/or obligations under this Contract without first providing County with a processing fee of FIVE HUNDRED DOLLARS ($500) and obtaining County’s prior written consent, which consent County may withhold, limit and/or condition in County’s sole discretion.

Failure by the Consultant to obtain the County’s consent in accordance with this Section prior to assignment or other conveyance shall: 1) constitute a material breach of the Contract; and 2) entitle the County to retain any and all legal rights, claims and defense to enforce this Section, including, but not limited to, injunctive, declaratory, damages and attorney’s fees and costs. Payment of any sum by the County in accordance with the Contract to the Consultant or any person or entity prior to the Consultant obtaining the County’s consent to the assignment shall not constitute a waiver of the rights of the County under this Section.

14.8.1 Nothing herein shall preclude the right of the County to waive its rights under this Section but no waiver shall be granted by the County without amendment to the Contract. The Consultant is hereby placed on notice that the County may demand a discount of up to ten percent (10%) from those rates or compensation for the goods or services established in the Contract as a condition to execution of the amendment.

14.9 Conflicts. Neither Contractor nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor’s loyal and conscientious exercise of judgment related to its performance under this Agreement. Contractor further agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against County in any legal or administrative proceeding in which it, she, or Contractor is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of County in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support
thereof, in any action or in any administrative or legal proceeding. In the event Contractor is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, Contractor agrees to require such subcontractors, by written Agreement, to comply with the provisions of this section to the same extent as Contractor.

14.10 **Audit Right and Retention of Records.** County shall have the right to audit the books, records, and accounts of Contractor and its subcontractors that are related to this Agreement. Contractor and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Agreement. Contractor shall preserve and make available, at reasonable times for examination and audit by County, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement, if any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by County to be applicable to Contractor's and its subcontractor's records, Contractor shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by Contractor or its subcontractors. Contractor shall, by written Agreement, require its subcontractors to agree to the requirements and obligations of this Section 14.10.

14.11 **Time of the Essence.** Time is of the essence for all work or Services performed throughout this Agreement.

14.12 **Location of County Data.** Contractor shall not out-source any development and/or support for this Agreement or transfer any County Data outside the territorial limits of the United States of America, without the written approval of the Contract Administrator.

14.13 **References to County or Contractor.** Contractor agrees that during the term of this Agreement, except as provided herein, Contractor may not reference County in Contractor's website, and/or press releases, and, may not place County's name and logo on Contractor's Web site or in collateral marketing materials relating to Contractor's products and services without prior review and written approval by County. Further, Contractor agrees that it may not use County's name, logo or any trademarks (including in any press releases, customer "case studies," and the like) without County's prior written consent. Termination or expiration of this Agreement shall not affect Contractor's obligation in this regard and such obligation shall survive the termination or cancellation of this Agreement. Except as provided herein, Contractor's Licensed Software or Deliverables shall not contain any references to Contractor on any screenshots, user screens, or other output, except that Contractor may include applicable copyright notices or similar documentation required for protection of Contractor's intellectual property, or as otherwise approved by County.

14.14 **Force Majeure.** Neither party shall be liable for any failure or delay in the performance of its obligations under this Agreement to the extent resulting from force
majeure, including, but not limited to, compliance with any Government law or regulation, acts of God, act or omissions of the other party, Government acts or omissions, fires, strikes, natural disasters, wars, riots, transportation problems, and/or any other cause whatsoever beyond the reasonable control of the parties (an such cause being referred to as a "Force Majeure Event"). Accordingly, the parties further agree that:

14.14.1 Upon the occurrence of Force Majeure Event, the non-performing party shall be excused from any further performance of those obligations under this Agreement affected by the Force Majeure Event for as long as (a) the Force Majeure Event continues, and (b) the non-performing party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

14.14.2 Upon the occurrence of a Force Majeure Event, the non-performing party shall notify the other party within two (2) County Work Days of the failure, or as soon as possible after such failure or delay if the Force Majeure Event prevents compliance within two (2) County Work Days, of the occurrence of a Force Majeure Event and shall describe in reasonable detail the nature of the Force Majeure Event.

14.14.3 In the event of a Force Majeure Event, the time for performance by the parties under the applicable statement of work shall be extended for a period of time equal to the time lost by reason of such cause through execution of a Change Order pursuant to the terms of this Agreement.

14.15 Truth-In-Negotiations. Contractor's signature on this Agreement shall act as execution of a truth-in-negotiations certificate stating the wage rates and other factual unit costs supporting the compensation set forth in this Agreement are accurate, complete, and current at the time of contracting and that it has disclosed all obligations, debts or fees owed to the County or pending before the County prior to the execution of this Agreement.

14.16 County's Limited Right to Transfer License. County can assign the Licensed Software or the Agreement to any person or entity (other than a competitor of Contractor) that assumes the County's functions as it relates to the use of the System, including but not limited to a surviving governmental entity in the event of any change in the manner or form by which County is organized, provided that such assignment does not materially increase the scope or volume of work processed through the Licensed Software.

14.17 Bankruptcy Rights of County. All rights and licenses granted under or pursuant to this Agreement or any attachments hereto by Contractor to County are, and shall otherwise be deemed to be, for purposes of Section 365 (n) of the United States Bankruptcy Code (the "Code"), or replacement provision therefore, licenses to rights to "intellectual property" as defined in the Code. The parties agree that County, as licensee of such rights under this Agreement, shall retain and may fully exercise all of its rights and elections under the Code. The parties further agree that, in the event of the commencement of a bankruptcy proceeding by or against Contractor under the Code, County shall be entitled to retain all of its rights under this Agreement.
14.18 **Third Party Products.** This agreement does NOT include any licenses, training, installation, maintenance and ongoing support of integrated third-party products (including Microsoft Office, SQL Server, Crystal Reports, etc.) unless specifically stated herein.

14.20 **Escrow.**

14.19.1 If requested by the County, FirstCall agrees to deposit the then most current Software source code and associated support materials at least once per year with a reputable software escrow agent for possible release to beneficiaries;

14.19.2 The County may at any time elect to become a beneficiary by filing the prerequisite beneficiary form and paying the associated annual Escrow Registration fees; and

14.19.3 The source code may be used by the County only if FirstCall discontinues the ongoing support of the Software. In that event, the County may acquire a perpetual, non-exclusive license by paying to FirstCall an amount of US$1.00 to use the source code for the purpose of maintaining, supporting and modifying the software for its internal uses only.

15 **FUNDING**

15.1 Contractor recognizes that funding for County requirements, including the funding for monies to pay for the Deliverables provided under this Agreement is provided on a budget year basis, October 1 through September 30. Contractor further recognizes that the County Council of the County of Volusia is the authority which establishes, allocates or otherwise provides for County’s budget year funding. If, in any budget year, funding for any reason is not provided for the Services and Deliverables or other monetary obligations herein, then such obligation may be terminated by County without penalty or further payment to Contractor. Additionally, in such event, except to the extent of the prorated amount of prepaid fees, Contractor may terminate the Agreement without further obligation to provide Services to County.

16 **COUNTY RESPONSIBILITIES**

16.1 County’s responsibilities under this Agreement include: (a) installing all required communication networks and related equipment and services necessary to support the System; (b) installing and maintaining all personal computers (and all software (except Licensed Software) used by the County to operate such personal computers, including without limitation web browser software) used to access the System; (c) explaining System requirements to Contractor personnel in advance of Delivery; (d) informing Contractor of changes in County hardware and software and their configuration that may impact in any way the performance of the System or interfaces between the System and other applications or software in use by County.

16.2 In order to receive technical support at its facilities, County shall notify Contractor promptly whenever County adds new facilities. Notification shall include the name of
a contact person at the facility, the address and telephone number, the type of computer equipment, and the date the facility will begin accessing Licensed Software. In the absence of such notice, Contractor shall not be obligated to provide technical support for any such new locations.

16.3 County is responsible for instituting and maintaining security measures at its own sites to prevent non-authorized personnel from accessing Licensed Software.

17 PAYMENT OF SUBCONTRACTORS

17.1 Contractor shall save and hold the County harmless from any and all claims and actions from Contractor's Subcontractors for payment for Services and Deliverables provided by Subcontractors for Contractor under this Agreement.

17.2 Nothing in this Agreement shall create any obligation on the part of the County to pay directly to any Subcontractor or Sub-subcontractor of Subcontractor any monies due to such Subcontractor, or claims of a Subcontractor or Sub-subcontractor of Subcontractor for amounts owed by Contractor to Subcontractor or Subcontractor to Sub-subcontractor for Work performed under this Agreement.

18 CONTRACTUAL PROVISIONS

18.1 Waiver of Breach and Materiality. Failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

18.2 Compliance with Laws. Each party shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Agreement.

18.3 Severance. In the event this Agreement or a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless County or Contractor elects to terminate this Agreement. The election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

18.4 Entire Agreement. This Agreement contains the entire agreement between Contractor and County. Any modifications to this Agreement shall not be binding unless in writing and signed by both parties.

18.5 Applicable Law, Venue and Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. Jurisdiction of any controversies or legal issues arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Judicial Circuit of County of Volusia, Florida, and venue for litigation arising out of the Agreement shall be exclusively in such state courts. By entering into this Agreement, Contractor and County hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this Agreement. Each party agrees to bear its own costs.
and attorney’s fees relating to any dispute arising under this Agreement.

18.6 Amendments. No modification, change order, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the award authority and Contractor.

18.7 Prior Agreements. This document represents the final and complete understanding of the Parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The Parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

18.8 All provisions of this Agreement which impose or contemplate continuing obligations on a party shall survive the expiration or termination of this Agreement.

(The remainder of the page is intentionally blank.)
19 SIGNATURES

IN WITNESS WHEREOF, the parties have made and executed this Agreement for the County of Volusia Mass Telephone Notification System Agreement on the date last written below.

FIRST CALL NETWORK, INC.

BY: [Signature]

Matt Teague
President

Date: 5/12/2014

COUNTY OF VOLUSIA, FLORIDA

BY: [Signature]

Jason P. Davis
County Chair

Date: 06/19/2014

ATTEST

BY: [Signature]

Name: [Name]
Title: [Title]

Date: 5/12/2014

(SEAL)

ATTEST

BY: [Signature]

James T. Dinnen
County Manager

Date: 06/19/2014

Council Date: 06/19/2014
July 30, 2014

MEMORANDUM

To:     Distribution

From:  Director, Volusia County Emergency Management

Subject: USAGE PROCEDURE FOR FIRSTCALL COUNTYWIDE EMERGENCY NOTIFICATION SYSTEM

Purpose: The purpose of this memorandum is to provide information concerning the procedure for using the FirstCall countywide emergency notification system.

Background: Volusia County has had a telephone Emergency Notification System since 2002. Per County policy, a competitive bid was submitted for a countywide Emergency Notification System at the end of the five year contract cycle. The successful bidder was FirstCall Emergency Notification. Effective July 1, 2014, the system replaced the TwentyFirst Century system.

A telephone notification system is one tool employed to notify the public of emergency conditions. With the prevalence of cell phones as a primary communications method, the connect rate during a mass telephone notification will continue to decline. Accordingly, in the event that there is a situation that requires action on the part of the public – for example, a boil water notice, mandatory evacuation order, shelter in place, etc – alternative means of communication will be utilized at the same time the telephone notification is issued. Examples include press releases, social media, door-to-door notification by law enforcement personnel, and so on.

Information: Implementation of the FirstCall Emergency Notification is transparent to the citizens of Volusia County. The purpose of the system will continue to be to provide the citizens of Volusia County with notifications of immediate emergency situations that could result in injury to the population to be notified.

Examples of emergency situations include, but are not limited to: Hostage situations, hazardous materials incidents, fast-moving wildfires, rabid animals, lost Alzheimer’s patients, sink holes impacting infrastructure, escaped inmates, boil water notices, and flooded neighborhoods or roadways preventing travel.

There will continue to be no cost to municipalities and agencies using the system for emergency situations. The system continues to be available twenty-four hours a day, seven days a week, 365 days a year and may be accessed by appropriate supervisory personnel from all public safety agencies through the Volusia County Sheriff’s Communications Center using the procedures outlined in the attachment.

Action: This memorandum is provided for appropriate implementation by addressees and further coordination with respective public safety agencies. Please provide further distribution of this memorandum as appropriate. Questions about system usage should be directed to the Volusia County Emergency Management Division (Attention: Larry LalHue at one of the numbers listed below.)
PROCEDURE TO USE THE COUNTYWIDE EMERGENCY NOTIFICATION SYSTEM

1. Call the Volusia County Sheriff’s Office Communication Center at 386-248-1777 or 386-736-5990. Identify yourself and the agency you are representing.

2. Inform the Center that you would like to use the Emergency Notification System and the situation requiring the notification.

3. Describe the geographic area that you would like to notify. Streets should be used to define the boundaries of the call in a N-S-E-W fashion (example: From the intersection of Clyde Morris Blvd and US 92 east to Nova Rd, west to Beville Rd, west to Clyde Morris Blvd.) Alternatively, a distance from a single geographic point can be used (Example: 0.5 mile radius centered at 3825 Tiger Bay Road Daytona Beach).

4. The requesting agency is responsible for developing the message. Please use the following format as a guide:

   1. This is an emergency/public safety message from ________________.
   2. Time and date of the call
   3. Nature of the emergency/public safety notification
   4. Areas affected by the emergency/public safety notification
   5. Protective actions that need to be taken
   6. Directions to get more information (phone number and point of contact required).

   Example: “This is an emergency message from Volusia County Fire Services. At 4:30 PM July 30, 2014, a tanker truck containing hydrogen chloride overturned at the intersection of Interstate 95 southbound at mile marker 261, spilling approximately 500 gallons of hydrogen chloride. Interstate 95 southbound is closed at mile marker 261 until further notice. Residents within a two mile radius of the spill should remain indoors, close all windows and doors, and turn off air conditioning units. Residents will be advised when it is safe to go outdoors. For further information, contact Volusia County Fire Services at 386-555-1212.”

5. Provide any other information related to the notification. For example, if you would like to have the notification repeated more than once, or at a specific time in the future, etc.

6. Consider initiating a call that concludes the actions directed by the earlier message. Example: “The precautionary boil water notice that was issued for the City of Daytona Beach is no longer in effect.”

Please note:

1. **UNLISTED LAND LINES, CELLULAR TELEPHONES, AND VOIP TELEPHONE NUMBERS ARE NOT INCLUDED IN THE NOTIFICATION SYSTEM DATABASE.** If someone with an unlisted land line/cell phone would like to be included in the database, please refer them to www.volusia.org/emergency and click on the link for the FirstCall secure registration. For those without computer access, Volusia County Emergency Management will enter the data. Direct citizens requesting this service to call 386-254-1500. Please note that due to the prevalence of cell phone usage as the only means of telephone communication, a successful connection rate of 50% or less is to be expected. If there is no answer to the first call, the system will automatically re-dial the number three times; please note that the system will leave the message on an answering machine.
2. FirstCall updates its call database on a quarterly basis. If an organization would like to and is able to provide any type of utility records, Volusia County Emergency Management will coordinate with FirstCall to include this information outside of the quarterly update cycle.

3. When a request for an emergency notification has been made by any jurisdiction that may directly or indirectly impact another jurisdiction, coordination between jurisdictions must be effected by the initiating agency.
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Sec. 72-1054. - Applications for armoring permits.

(a) [Required permits.] All new and reconstructed armoring projects and emergency repairs must be permitted through the appropriate state and local agencies. A building permit for reconstruction will be necessary when the armoring structure is damaged in excess of 75 percent of its current replacement value; any reconstruction shall comply with this division. Coastal armoring may also be authorized in an emergency situation based upon a determination made by DEP when the project complies with the provisions of F.S. ch. 161, and Rule 62B-33, Florida Administrative Code.

(b) Issuance of permits—Conditions. If the application meets the requirements of this article, the LDM shall issue the permit based upon approval by the EMD, as provided in this division, and may attach such appropriate conditions to the said permit in order to comply with the standards of section 72-1052 of this article. The EMD may deny the permit if it does not meet such standards, stating the reasons therefor.

(Ord. No. 92-18, § 1, 6-19-92; Ord. No. 2004-18, § 1, 10-21-04; Ord. No. 2008-25, § III, 12-4-08)
Sec. 50-213. - Mitigation requirements.
(a) If an applicant for a permit under this division fails to overcome the presumption that the proposed activity will have a significant effect upon the wetland, and the local government finds the imposition of permit conditions inadequate to minimize potential adverse environmental effects, mitigation shall be required. The purpose of mitigation is to offset unavoidable environmental impacts. Mitigation plans should consider the function of existing natural resources and provide comparable functions after mitigation is completed. Mitigation plans should maximize the preservation of existing natural resources. The mitigation plans shall consider the following methods, in order of priority in which they should be utilized:
   (1) Avoiding the impact altogether by not taking a certain action or parts of an action.
   (2) Minimizing impacts by limiting the degree or magnitude of the action or its implementation.
   (3) Rectifying the impact by repairing, rehabilitating or restoring the affected environment.
   (4) Reducing or eliminating the impact over time by preservation and maintenance operations during the life of the action.
   (5) Compensating for the impact by replacing or providing substitute resources or environments through creation of new wetlands, enhancement of existing wetlands or reestablishment of wetlands which are no longer functioning due to insignificant attention in the past.
(b) Where all or part of a wetland is destroyed or substantially altered by development, an acceptable mitigation plan shall include at least:
   (1) Replacement of the same type of wetland on at least a one-to-one ratio unless the value of the wetland based on its functional value is determined to warrant a greater or lesser ratio. There should be like kind replacement, i.e., saltwater system for saltwater system, and freshwater for freshwater, where practicable.
   (2) Specific design requirements based upon conditions of the site and the type of wetland to be created or restored.
   (3) Periodic monitoring to remove exotic or nuisance vegetation.
   (4) Monitoring and replacement to ensure a survival rate of 80 percent wetland vegetation for a minimum of three years.
   (5) An upland habitat as an adjacent buffer on mitigated sites.
(c) An acceptable mitigation plan shall be reasonably and technically feasible. Mitigation through restoration of other degraded wetlands is preferred over wetland creation.
(d) Mitigation should take place on-site or in close proximity thereto or in areas so designated as provided in section 50-212.
(e) An applicant who carries out a compensatory mitigation plan shall grant a conservation easement on the newly created or restored wetland and buffer to protect it from future development. A legal mechanism other than a conservation easement may be deemed appropriate on a case-by-case basis to carry out the purpose of the subsection.
(f) A mitigation plan approved by a federal, state or regional agency shall be presumed to be acceptable to the local government; provided, however, if no such mitigation plan is required by the approved permit from the federal, state or regional agency, then the local government may at its option adopt a mitigation plan in compliance with this section.
Mitigation should not contribute to the production of mosquitoes by creating mosquito larval habitat or by eliminating habitat for predatory fish.

(Ord. No. 89-8, § 2(509.00); Ord. No. 96-4, § VI, 3-14-96)

DIVISION 7.- FLOOD HAZARD MANAGEMENT

FOOTNOTE(S):

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Code reference—Environment, ch. 50

Sec. 72-741. - Statutory authorization.

The Legislature of the State of Florida has authorized and delegated in F.S. ch. 125, the responsibility to local government units to adopt regulations designed to promote the public health, safety and general welfare of its citizenry. Therefore, the County Council of the County of Volusia does hereby adopt the following floodplain management regulations.

(Ord. No. 2011-24, § 1, 9-8-11)

Sec. 72-746. - General provisions.

(a) Lands to which this division applies. This division shall apply to all areas of special flood hazard within the jurisdiction of the County Council of the County of Volusia.

(b) Basis for establishing the areas of special flood hazard. The areas of special flood hazard identified by the Federal Emergency Management Agency (hereinafter "FEMA") in the Flood Insurance Study (hereinafter "FIS") for the County of Volusia, dated February 19, 2014, with the accompanying maps and other supporting data, and any subsequent revisions thereto, are adopted by reference and declared to be a part of this division. The FIS and FIRM are on file at: The County of Volusia, 123 W. Indiana Ave., DeLand, FL 32720.

(c) Designation of floodplain administrator. The County Council of the County of Volusia hereby appoints the land development manager, or his or her designee, to administer and implement the provisions of this division and is hereby referred to as the floodplain administrator.

(d) Establishment of development permit. A development permit shall be required in conformance with the provisions of this division prior to the commencement of any development activities within all areas of special flood hazard.

(e) Compliance. No structure or land shall hereafter be located, constructed, extended, converted or structurally altered without full compliance with the terms of this division and other applicable regulations.

(f) Abrogation and greater restrictions. This division is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this division and another conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

(g) Interpretation. In the interpretation and application of this division all provisions shall be:

(1) Considered as minimum requirements; and
(2) Liberally construed in favor of the County of Volusia; and

(3) Deemed neither to limit, nor repeal any other powers granted under State of Florida Statutes.

(h) **Warning and disclaimer of liability.** The degree of flood protection required by this division is considered reasonable for regulatory purposes and is based on scientific and engineering consideration. Larger floods can and will occur on rare occasions. Flood heights may be increased by manmade or natural causes. This division does not imply that land outside the areas of special flood hazard or uses permitted within such areas will be free from flooding or flood damages. This division shall not create liability on the part of County Council of the County of Volusia or by any officer or employee thereof for any flood damages that result from reliance on this division or any administrative decision lawfully made thereunder.

(Ord. No. 2011-24, § 1, 9-8-11; Ord. No. 2013-20, § VIII, 12-12-13)

Sec. 72-749. - Provisions for flood hazard reduction.

(a) **General standards.** In all areas of special flood hazard, all development sites including new construction and substantial improvements shall be reasonably safe from flooding, and meet the following provisions:

(1) New construction and substantial improvements shall be adequately anchored to prevent flotation, collapse or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy;

(2) Manufactured homes shall be anchored to prevent flotation, collapse, or lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This standard shall be in addition to and consistent with applicable State of Florida requirements for resisting wind forces;

(3) New construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage. See the applicable technical bulletin or bulletins for guidance;

(4) New construction and substantial improvements shall be constructed by methods and practices that minimize flood damage. See the applicable technical bulletin or bulletins for guidance;

(5) Electrical, heating, ventilation, plumbing, air conditioning equipment and other service facilities, including duct work, shall be designed and located so as to prevent water from entering or accumulating within the components during conditions of flooding;

(6) New and replacement water supply systems shall be designed to minimize or eliminate infiltration of floodwaters into the system;

(7) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of floodwaters into the systems and discharges from the systems into floodwaters;

(8) On-site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding;

(9) Any alteration, repair, reconstruction or improvements to a building that is in compliance with the provisions of this division at the time of application for permit, shall meet the requirements of "new construction" as contained in this division;

(10) Any alteration, repair, reconstruction or improvements to a building that is not in compliance with the provisions of this division at the time of application for permit, shall be undertaken only if said nonconformity is not furthered, extended, or replaced;
(11) All applicable additional federal, State of Florida, and local permits shall be obtained and submitted to the floodplain administrator. Copies of such permits shall be maintained on file with the development permit. State of Florida permits may include, but are not limited to the following:

a. St. Johns River Water Management District: In accordance with Florida Administrative Code, Chapter 40C-4.041, Permit Required; and F.S. § 373.036(2)(a), Flood Protection and Floodplain Management.

b. Department of Community Affairs: In accordance with F.S. § 380.05, Areas of Critical State Concern; and F.S.ch. 553, pt. IV, Florida Building Code.

c. Department of Health: In accordance with F.S. § 381.0065, On-site Sewage Treatment and Disposal Systems.

d. Department of Environmental Protection, Coastal Construction Control Line: In accordance with F.S. § 161.053, Coastal Construction and Excavation.

(12) When proposed new construction and substantial improvements are partially located in an area of special flood hazard, the entire structure shall meet the standards for new construction;

(13) When proposed new construction and substantial improvements are located in multiple flood hazard risk zones or in a flood hazard risk zone with multiple base flood elevations, the entire structure shall meet the standards for the most hazardous flood hazard risk zone and the highest base flood elevation.

(b) Specific standards for A-zones where base flood elevation data have been provided or base flood elevation is undetermined or not numbered. In all A-zones where base flood elevation data have been provided (zones AE, A1-30, and AH), as set forth in subsection 72-746(b), and A-zones where the base flood elevation is undetermined or unnumbered on said maps, the following provisions shall apply:

(1) Residential construction. All new construction and all substantial improvement of any residential building (including manufactured home) shall have the lowest floor, including basement, elevated to no lower than one foot above the base flood elevation or 12 inches above the crown of all adjacent roads, whichever is greater. Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate automatic equalization of flood hydrostatic forces on both sides of the exterior walls shall be provided in accordance with standards of subsection 72-749(b)(3).

The following exceptions shall apply:

a. The floor of accessory structures as defined in section 72-245, Definitions.

b. The lowest floor of a garage used solely for the purpose of parking vehicles shall be elevated no lower than the base flood elevation.

c. The floor of a substantial improvement of any residential structure with a certificate of completion permitted prior to the adoption of Ordinance No. 88-3, January 19, 1988, shall be elevated no lower than the base flood elevation or the floor of the existing structure, whichever is greater.

(2) Nonresidential construction. All new construction and all substantial improvement of any commercial, industrial, or nonresidential building (including manufactured home used solely for nonresidential purposes) shall have the lowest floor, including basement, elevated to no...
lower than one foot above the base flood elevation. All nonresidential buildings located in
A-zones may be floodproofed, in lieu of being elevated, provided that all areas of the building
components below the base flood elevation plus one foot are watertight with walls
substantially impermeable to the passage of water, and use structural components having the
capability of resisting hydrostatic and hydrodynamic loads and the effects of buoyancy. A
registered professional engineer or architect shall certify that the standards of this subsection
are satisfied using the FEMA floodproofing certificate. Such certification along with the
 corresponding engineering data and the operational and maintenance plans shall be provided
to the floodplain administrator.

The following exceptions shall apply:

a. The floor of accessory structures as defined in section 72-245, Definitions.

b. The floor of a substantial improvement of any nonresidential structure with a certificate of
completion permitted prior to the adoption of Ordinance No. 88-3, January 19, 1988, shall
be elevated no lower than the base flood elevation or the floor of the existing structure,
whichever is greater.

(3) Elevated buildings. New construction and substantial improvements of elevated buildings that
include fully enclosed areas formed by foundation and other exterior walls below the lowest
floor elevation shall be designed to preclude finished living space and designed to allow for
the entry and exit of floodwaters to automatically equalize hydrostatic flood forces on exterior
walls.

a. Designs for complying with this requirement must either be certified by a professional
engineer or architect or meet the following minimum criteria:

1. Provide a minimum of two openings having a total net area of not less than one
square inch for every square foot of enclosed area subject to flooding;

2. The bottom of all openings shall be no higher than one foot above foundation
adjacent interior grade (which must be equal to or higher in elevation than the
adjacent exterior grade); and

3. Openings may be equipped with screens, louvers, valves, or other coverings or
devices provided they provide the required net area of the openings and permit the
automatic flow of floodwaters in both directions.

b. Electrical, plumbing and other utility connections are prohibited below the base flood
elevation;

c. Fully enclosed areas below the lowest floor shall be used solely for parking of vehicles,
storage, and building access. Access to the enclosed area shall be the minimum necessary
 to allow for parking of vehicles (garage door), limited storage of maintenance equipment
used in connection with the premises (standard exterior door), or entry to the living area
(stairway or elevator); and

d. The interior portion of such enclosed area shall not be finished or partitioned into
separate rooms.

(4) Standards for manufactured homes and recreational vehicles.

a. All manufactured homes that are placed, or substantially improved within all A-zones
where base flood elevation data have been provided (zones AE, A1-30, and AH), as set
forth in subsection 72-746(b), and A-zones where the base flood elevation is

about:blank
undetermined or unnumbered on said maps, on sites: (i) outside of an existing
manufactured home park or subdivision; (ii) in a new manufactured home park or
subdivision; (iii) in an expansion to an existing manufactured home park or subdivision; or
(iv) in an existing manufactured home park or subdivision on which a manufactured home
has incurred "substantial damage" as the result of a flood, shall have the lowest floor
elevated on a permanent foundation to no lower than one foot above the base flood
elevation and shall be securely anchored to an adequately anchored foundation system to
resist flotation, collapse, and lateral movement.

b. All manufactured homes to be placed or substantially improved in an existing
manufactured home park or subdivision within all A-zones where base flood elevation
data have been provided (zones AE, A1-30, and AH), as set forth in subsection 72-746(b),
and A-zones where the base flood elevation is undetermined or unnumbered on said maps,
that are not subject to the provisions of subsection (4)a. of this section, shall be
elevated so that either:
1. The lowest floor of the manufactured home is elevated on a permanent foundation to
no lower than one foot above the base flood elevation and it is securely anchored to
an adequately anchored foundation system to resist flotation, collapse, and lateral
movement; or
2. The manufactured home chassis is supported by reinforced piers or other foundation
elements of at least an equivalent strength that are no less than 48 inches in height
above the grade and securely anchored to an adequate foundation system to resist
floation, collapse, and lateral movement.

c. All recreational vehicles placed on sites within all A-zones where base flood elevation
data have been provided (zones AE, A1-30, and AH), as set forth in subsection 72-746(b), and
A-zones where the base flood elevation is undetermined or unnumbered on said maps,
must either meet all the requirements for new construction, including anchoring and
elevation requirements in accordance with subsections 72-749(b)(4)a. and b. of this
section, or:
1. Be on the site for fewer than 180 consecutive days; and
2. Be fully licensed and ready for highway use (a recreational vehicle is ready for
highway use if it is on its wheels or jacking system, is attached to the site only by
quick-disconnect type utilities and security devices and has no permanently attached
additions).

d. Adequate drainage paths around structures shall be provided on slopes to guide water
away from structures.

(5) Standards for streams with established base flood elevations, without regulatory floodways.
Located within the areas of special flood hazard established in subsection 72-746(b), where
streams exist for which base flood elevation data has been provided by the FEMA without the
delineation of the regulatory floodway (zones AE and A1-30), the following additional
provisions shall also apply:

a. Until a regulatory floodway is designated, no new construction, substantial improvements,
or other development including fill shall be permitted within the areas of special flood
hazard, unless it is demonstrated that the cumulative effect of the proposed
development, when combined with all other existing and anticipated development will not increase the water surface elevation of the base flood more than one foot at any point within the community.

b. Development activities which increase the water surface elevation of the base flood by more than one foot may be allowed, provided that the developer or applicant first applies, with the community's endorsement, for a conditional FIRM revision, and receives the approval of the FEMA.

(6) Standards for streams without established base flood elevations and floodways. Located within the areas of special flood hazard established in subsection 72-746(b), where small streams exist but where no base flood data have been provided and where no floodways have been provided, the following provisions shall apply:

a. No encroachments, including fill material or structures, shall be located within a distance of the stream bank equal to five times the width of the stream at the top of bank or 20 feet each side from top of bank, whichever is greater, unless certification by a registered professional engineer is provided demonstrating that such encroachments shall not result in any increase in flood levels during the occurrence of the base flood discharge.

b. New construction and all substantial improvements of structures shall be elevated or floodproofed to elevations established in accordance with subsection 72-749(b).

(7) Floodways. Located within areas of special flood hazard established in subsection 72-746(b) are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of floodwaters which carry debris, potential projectiles and have significant erosion potential, the following additional provisions shall also apply:

a. Encroachments, including fill, new construction, substantial improvements and all other development within the regulatory floodway is prohibited unless certification (with supporting technical data) by a registered professional engineer is provided through hydraulic and hydrologic analyses performed in accordance with standard engineering practice demonstrating that the proposed encroachment will not result in any increase in flood levels during occurrence of the base flood discharge.

b. The placement of manufactured homes (mobile homes) is prohibited, except in an existing manufactured homes (mobile homes) park or subdivision. A replacement manufactured home may be placed on a lot in an existing manufactured home park or subdivision provided the anchoring standards of subsection 72-749(a)(2), and the elevation standards of subsections 72-749(b)(1) and (2), and the encroachment standards of subsection 72-749(b)(7)a., are met.

c. Development activities including new construction and substantial improvements that increase the water surface elevation of the base flood by more than one foot may be allowed, provided that the developer or applicant first applies, with the community's endorsement, for a conditional FIRM revision, and receives the approval of FEMA.

d. When fill is proposed, in accordance with the permit issued by the Florida Department of Health, within the regulatory floodway, the development permit shall be issued only upon demonstration by appropriate engineering analyses that the proposed fill will not increase the water surface elevation of the base flood in accordance with subsection 72-749(b)(7)a.
For all structures located seaward of the coastal construction control line (CCCL), the lowest floor of all new construction and all substantial improvements shall be elevated to the regulatory flood elevation established by the Florida Department of Environmental Protection or by FEMA in accordance with subsection 72-746(b), whichever is higher. All nonelevation design requirements of subsection 72-749(e) shall apply.

(c) **Specific standards for A-zones without base flood elevations and regulatory floodways.** Located within the areas of special flood hazard established in subsection 72-746(b), where there exist A zones for which no base flood elevation data have been provided and no regulatory floodway has been designated by FEMA, the following provisions shall apply:

1. The general standards set forth in subsection 72-749(a) must be met.

2. The floodplain administrator shall reasonably utilize any submitted base flood elevation and floodway data available from a federal source, State of Florida source, local government source, or a Florida registered engineer in order to administer the provisions of this division. When such data is utilized, provisions of subsection 72-749(b) shall apply.

3. In riverine situations, applicant shall notify adjacent communities, the State of Florida, Department of Community Affairs, National Flood Insurance Program (hereinafter "NFIP") Coordinating Office, and the St. Johns Water Management District prior to any alteration or relocation of a watercourse, and submit copies of such notifications to FEMA.

4. The applicant shall:
   a. Submit any base flood elevation and floodway data available from a federal source, State of Florida source, local government source, or a Florida registered engineer;
   b. Obtain the elevation (in relation to the mean sea level) of the lowest floor (including the basement) of all new and substantially improved structures;
   c. Obtain, if the structure has been floodproofed in accordance with the requirements of subsection 72-749(b)(2), the elevation in relation to the mean sea level to which the structure has been floodproofed;
   d. Provide engineering documentation assuring that the flood-carrying capacity within the altered or relocated portion of any watercourse is maintained; and
   e. The floodplain administrator shall maintain a record of all such submitted information.

5. All new subdivision proposals and other proposed developments (including proposals for manufactured home parks and subdivisions) greater than 50 lots or five acres, whichever is the lesser, any part of which is located in an A-zone for which no base flood elevation data and regulatory floodway information have been provided, shall include within such proposals base flood elevation data.

   a. All subdivision proposals shall be consistent with the need to minimize flood damage;
   b. All subdivision proposals shall have utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize flood damage;
   c. All subdivision proposals shall have adequate drainage provided to reduce exposure to flood hazards; and
   d. Base flood elevation data shall be provided for subdivision proposals and other proposed development (including manufactured home parks and subdivisions).
Manufactured homes shall be installed using methods and practices that minimize flood damage. They must be elevated and anchored to prevent flotation, collapse, and lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable State of Florida and local anchoring requirements for resisting wind forces.

(8) New construction or substantial improvement of any residential structure shall have the lowest floor, including the basement, elevated no lower than one foot above the base flood elevation in areas where the base flood elevation has been determined and is numbered on the maps referred to in subsection 72.746(b), or no lower than one foot above the base flood elevation as determined by a Florida registered engineer in areas where the base flood elevation is undetermined or unnumbered on said maps, or 12 inches above the crown of all adjacent roads, whichever is greater.

(d) Specific standards for AO-zones. Located within the areas of special flood hazard established in subsection 72.746(b) are areas designated as shallow flooding areas. These areas have flood hazards associated with base flood depths of one to three feet, where a clearly defined channel does not exist and the path of flooding is unpredictable and indeterminate; therefore, the following provisions shall apply:

(1) All new construction and all substantial improvements of residential structures in all AO zones shall have the lowest floor, including basement, elevated above the highest adjacent grade at least one foot higher than the depth number specified in feet on the FIRM or 12 inches above the crown of all adjacent roads, whichever is greater. If no flood depth number is specified, the lowest floor, including basement, shall be elevated to no less than three feet above the highest adjacent grade. The following exceptions shall apply:
   a. The floor of accessory structures as defined in section 72-245, Definitions.
   b. The lowest floor of a garage used solely for the purpose of parking vehicles shall be elevated above the highest grade at least as high as the depth number specified in feet on the FIRM. If no flood depth number is specified, the lowest floor, including basement, shall be elevated to no less than two feet above the highest adjacent grade.
   c. The floor of a substantial improvement of any residential structure with a certificate of completion permitted prior to the adoption of Ordinance No. 88-3, January 19, 1988, shall have the lowest floor elevated above the highest grade at least as high as the depth number specified in feet on the FIRM. If no flood depth number is specified, the lowest floor, including basement, shall be elevated to no less than two feet above the highest adjacent grade.

(2) All new construction and all substantial improvements of nonresidential structures shall:
   a. Have the lowest floor, including basement, elevated above the highest adjacent grade at least one foot higher than the depth number specified in feet on the FIRM or 12 inches above the crown of all adjacent roads, whichever is greater. If no flood depth number is specified, the lowest floor, including basement, shall be elevated to at least three feet above the highest adjacent grade; or
   b. Together with attendant utility and sanitary facilities, be completely floodproofed to that level required to meet the floodproofing standard specified in subsection 72.749(b)(2).
   c. The following exceptions shall apply:
      1. The floor of accessory structures as defined in section 72-245, Definitions.
2. The floor of a substantial improvement of any nonresidential structure with a certificate of completion permitted prior to the adoption of Ordinance No. 88-3, January 19, 1988, shall have the lowest floor elevated above the highest grade at least as high as the depth number specified in feet on the FIRM. If no flood depth number is specified, the lowest floor, including basement, shall be elevated to no less than two feet above the highest adjacent grade.

(3) Adequate drainage paths around structures shall be provided on slopes to guide water away from structures.

(4) Fully enclosed areas below the lowest floor that are subject to flooding shall meet the non-elevation design requirements of subsection 72-749(b).

(e) Specific standards for coastal high hazard areas (V-zones). Located within areas of special flood hazard established in subsection 72-746(b) are coastal high hazard areas, designated as zones V1-30, VE, or V (with BFE). The following provisions shall apply for all development activities located within these areas:

(1) Applicant must meet the requirements of subsection 72-748(a), subsection 72-749(a), subsection 72-749(b) (except subsections 72-749(b)(7), (c), (e).

(2) All new construction and substantial improvements in zones V1—V30, VE, and V (with BFE) shall be elevated on pilings or columns so that:
   a. The bottom of the lowest horizontal structural member of the lowest floor (excluding the pilings or columns) is elevated to no lower than two feet above the base flood elevation whether or not the structure contains a basement; and
   b. The pile or column foundation and structure attached thereto is anchored to resist flotation, collapse, and lateral movement due to the effects of wind and water loads acting simultaneously on all building components. Water loading values shall be those values associated with the base flood. Wind loading values shall be those values required by applicable State of Florida or local, if more stringent than those of the State of Florida, building standards.

(3) A registered professional engineer or architect shall develop or review the structural design, specifications and plans for the construction, and shall certify that the design and methods of construction to be used are in accordance with accepted standards of practice for meeting the provisions of this section.

(4) Applicant must obtain and provide the elevation (in relation to mean sea level) of the bottom of the lowest horizontal structural member of the lowest floor (excluding pilings and columns) of all new and substantially improved structures. The floodplain administrator shall maintain a record of all such information.

(5) All new construction and substantial improvements shall be located landward of the reach of mean high tide.

(6) All new construction and substantial improvements shall have the space below the lowest floor either free of obstruction or constructed with nonsupporting breakaway walls, open wood lattice work, or insect screening intended to collapse under wind and water loads without causing collapse, displacement, or other structural damage to the elevated portion of the building or supporting foundation system. For the purpose of this section, a breakaway wall shall have a design safe loading resistance of not less than ten and no more than 20 pounds per square foot. Use of breakaway walls which exceed a design safe loading resistance
of 20 pounds per square foot (either by design or when so required by local codes) may be permitted only if a registered professional engineer or architect certifies that the designs proposed meet the following conditions:

a. Breakaway wall collapse shall result from water load less than that which would occur during the base flood;

b. The elevated portion of the building and supporting foundation system shall not be subject to collapse, displacement, or other structural damage due to the effects of wind and water loads acting simultaneously on all building components (structural and nonstructural). The water loading values shall be those values associated with the base flood. The wind loading values shall be those values required by applicable Florida or local, if more stringent than those of the State of Florida, building standards; and

c. Such enclosed space shall be useable solely for parking of vehicles, building access, or storage. Such space shall not be finished, partitioned into multiple rooms, or temperature controlled.

(7) The use of fill for structural support is prohibited. No development permit shall be issued for development involving fill in coastal high hazard areas unless it has been demonstrated through appropriate engineering analyses that the subject fill does not cause any adverse impacts to the structure on-site or adjacent structures.

(8) Manmade alteration of sand dunes and mangrove stands that would increase potential flood damage is prohibited.

(9) Standards for manufactured homes.

a. No new placement of manufactured homes (including "house trailers" as defined in F.S. § 316.003(15)) shall be allowed, except in an existing manufactured homes (mobile homes) park or subdivision. A replacement manufactured home may be placed on a lot in an existing manufactured home park or subdivision provided the anchoring standards of subsection 72-749(3)(c)(4) and the elevation standards of subsection 72-749(3)(4)a. are met.

(10) Placement of recreational vehicles, except in an existing recreational vehicle park is prohibited. Those which are placed in an existing recreational vehicle park must be on-site for fewer than 180 consecutive days, fully licensed and ready for highway use (on its wheels or lacking system), attached to the site by quick-disconnect type utilities and security devices, and have no permanently attached additions. There shall also exist a plan for removal in case of a threat.

(11) For all structures located seaward of the coastal construction control line (CCCL), the bottom of the lowest horizontal structural member of the lowest floor of all new construction and substantial improvements shall be elevated to the flood elevation established by the Florida Department of Environmental Protection or the base flood elevation, whichever is the higher. All non-elevation design requirements established in subsections 72-749(4)(c) through (11) shall apply.

(12) When fill is proposed, in accordance with the permit issued by the Florida Department of Health, in coastal high hazard area, the development permit may be issued only upon demonstration by appropriate engineering analyses that the proposed fill will not increase the water surface elevation of the base flood, nor cause any adverse impacts to adjacent properties by wave ramping and deflection.

(Ord. No. 2011-24, § 1, 9-8-11; Ord. No. 2013-20, § IX, 12-12-13)
Sec. 72-753. - Structures in regulatory floodway.

Variances shall not be issued within any designated floodway if any impact in flood conditions or increase in flood levels during the base flood discharge would result.

(Ord. No. 2011-24, § I, 9-8-11)
VOLUSIA COUNTY EVACUATION SHELTER PLAN

Volusia County Emergency Management
2012
VOLUSIA COUNTY EVACUATION SHELTER PLAN

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I. Introduction

This Plan serves as a guide for Volusia County on opening and operating evacuation shelters during impact and host scenarios. This Plan takes effect whenever it is necessary to open an evacuation shelter, upon the recommendation of the Director of Emergency Management Division, coordinated with the American Red Cross and other agencies, as required.

Sheltering requirements associated with more localized events (i.e., flooding, tornadoes, hazardous materials incidents) will require more flexibility due to the limited scope and duration of sheltering. Municipalities must retain direct control and access of facilities within the respective jurisdictions that may serve as shelters.

These facilities should be identified and pre-coordinated with the local chapter of the ARC. In all cases, sheltering concerns and requirements must be coordinated through the Volusia County Emergency Management Division.

Volusia County has designated primary and secondary evacuation shelters outside of the storm surge area for use during tropical storms and hurricanes. Evacuation shelters will also be opened for any other natural or man-made disaster, as required. Evacuation shelters may need to be opened to host citizens from other counties should those counties be impacted with an event that requires an evacuation to be ordered.

Sheltering requirements for people with special needs are addressed in separate procedures.

In order to optimize evacuation shelter operation, shelters have been designated as "Tier One" (first opening) and "Tier Two" (second opening). The order and location of evacuation shelter openings will be situation dependent; based on the event, it may be necessary to open a Tier Two evacuation shelter prior to opening a Tier One evacuation shelter. Evacuation shelters are under continuous review by ESF 6, county, municipal and school board officials and are subject to modification or change as facility conditions, demographics, and availability dictate.

II. Purpose

The purpose of Emergency Support Function 6 (Mass Care) is to coordinate activities involved with the emergency provision of temporary short and long-term evacuation shelters, emergency mass feeding, and the bulk distribution of coordinated relief supplies for victims of a disaster and disaster workers.
Volusia County Evacuation Shelter Procedures

The complexity involved in evacuation sheltering requires the involvement of the majority of Emergency Support Functions, as described in the paragraphs that follow.

III. Authorities and Responsibilities

A. The authority that guides this plan and its operating procedures is:

Chapter 252, Florida Statutes; Volusia County Ordinance 46-1.

B. State agencies involved in evacuation sheltering operations

At the State level, the primary agency is the Department of Business and Professional Regulation. Support agencies include:

- The American Red Cross
- Department of Agriculture and Consumer Services
- Department of Education
- Department of Elder Affairs

C. Local support agencies include:

- The Volusia County Emergency Management Division
- The American Red Cross
- The Salvation Army
- Volusia County School Board
- Volusia County Department of Health
- Volusia County Council on Aging
- Volusia County Animal Control
- Volusia County Community Information
- Volusia County Sheriff’s Department
- Volusia County Division of Corrections
- Volusia County Traffic Engineering
- Area Chambers of Commerce
- Voltran
- Florida Department of Transportation
- Florida Highway Patrol
- Municipal Law Enforcement Agencies
- Volusia County Fire Services

D. Responsibilities

During the operation phase of any evacuation sheltering scenario, ESF 6 will operate in accordance with the procedures described herein and the current version of its Standard Operating Procedure (SOP).

Lead and support agencies will provide sufficient personnel to staff ESF 6 24 hours a day, 7 days a week. Staff must be qualified personnel able to facilitate decision making for the agency they represent.

Emergency Support Function Six has a broad scope of duties and responsibilities, including the following:
Volusia County Evacuation Shelter Procedures

--Ensuring the coordination of evacuation sheltering activities during all phases of Emergency Management.
--Ensuring the coordination, establishment, and operation of mass feeding to include mobile feeding units, fixed feeding sites, base camps, and comfort stations.
--Ensuring the appropriate management and care of People with Special Needs (PSNs).
--Coordinating with ESF 15 (Volunteers and Donations) regarding the use of voluntary agencies that regularly or spontaneously engage in providing mass care.
--Assisting with pre-planning for mass care operations (evacuation shelter and feeding) in designated evacuation shelter facilities during an evacuation or host evacuation shelter scenario.
--Develop and maintain a roster of people personnel trained to staff ESF 6.
--Ensuring the presence of resource materials including:

1. Current evacuation shelter listings.
2. Locations of all operating mass feeding sites.

--Provide information on hotels for additional evacuation shelter spaces.

Specific Agency Responsibilities:

Volusia County Emergency Management Division:

--Activate the impact and host evacuation shelter plans.

--Coordinate with the State EOC, other counties, and all participating agencies.

--Coordinate localized shelter operations requirements with municipalities, the VCSB, and ARC.

--Coordinate the submission reimbursement claims to the State on behalf of the various agencies.

--Maintain a current list of designated evacuation shelters with location, host/risk/PSN capacity, generator capability (if applicable), and ARC 4496 certification status.

The American Red Cross:

--Provide resources to open host evacuation shelters (evacuation shelter managers, food, etc.)

--Provide secondary non-school facility shelters.

--Provide bulk supplies and transport for the supplies to disaster affected areas.

--Maintain a database to facilitate the location of family members for relatives/friends inquiring from outside the affected area.

--Inform the EOC on a routine basis concerning evacuation shelter occupation status and the general condition of the evacuation shelters.

The Salvation Army:

--Provide mobile and fixed feeding sites.
Volusia County Evacuation Shelter Procedures

--Open and manage comfort stations and base camps.
--Assist in the distribution and management of purchased/donated relief items.

The Volusia County School Board:
--Support ESF 6 by providing personnel and facilities for evacuation shelters.
--Provide transportation to evacuation shelters in coordination with Votran.
--Maintain appropriate memorandum of agreement with ARC for reimbursement of sheltering and mass care costs as appropriate.

The Volusia County Department of Health:
--Provide medical personnel to staff Persons with Special Needs evacuation shelters.
--Maintain appropriate memorandums of agreement

The Volusia County Council on Aging:
--Provide personnel to assist in the management of Persons with Special Needs (maintaining rosters, responding to out-of-county inquiries concerning the location of PSNs, and any other assistance as may be needed).

The Volusia County Animal Control Department:
--Provide protective care, feeding, and identification of animals; provide rescue for animals separated from their owners.

The Volusia County Community Information Department:
--Ensure that Volusia County residents are provided with pertinent information concerning evacuation shelter operations.

The Volusia County Sheriff's Department and the Volusia County Department of Corrections:
--Direct evacuees (both impact and host) to evacuation shelters.
--Department of Correction provide Lead Agency service for ESF-11.

--Provide security at designated evacuation shelters based on prior agreement with the Volusia County School Board. Security staffing requirements will vary with evacuation shelter and occupancy rates; the following are the minimum requirements for staffing Tier One Evacuation Shelters:
Volusia County Evacuation Shelter Procedures

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<td>Pine Trail ES</td>
<td>1</td>
<td>Deltona HS</td>
<td>4</td>
<td>Galaxy MS</td>
<td>3</td>
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<tr>
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<td>Sweetwater ES</td>
<td>1</td>
<td>Deltona Lakes ES</td>
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<td>Heritage MS</td>
<td>3</td>
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<tr>
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<td>Manatee Cove ES</td>
<td>1</td>
<td>Discovery ES</td>
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<td>Freedom ES</td>
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<tr>
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<td>3</td>
<td>Deland MS</td>
<td>3</td>
<td>Friendship ES</td>
<td>1</td>
<td>Pine Ridge HS</td>
<td>4</td>
</tr>
<tr>
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<td>4</td>
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<td>3</td>
<td>Campbell MS</td>
<td>3</td>
<td>Mainland HS</td>
<td>4</td>
</tr>
<tr>
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<td>1</td>
<td>NSB HS</td>
<td>4</td>
<td>Citrus Grove ES</td>
<td>1</td>
<td>Timberlane ES</td>
<td>1</td>
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<tr>
<td>Spirit ES</td>
<td>1</td>
<td>Pride ES</td>
<td>1</td>
<td>River Springs MS</td>
<td>3</td>
<td>Volusia Pines ES</td>
<td>1</td>
</tr>
<tr>
<td>Sunrise ES</td>
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<td>Champion ES</td>
<td>1</td>
<td>Friendship ES</td>
<td>1</td>
<td>University HS</td>
<td>4</td>
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</table>

The following is the security staffing requirement:

<table>
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<tr>
<th>Shelter Capacity</th>
<th>VCSO</th>
<th>DOC/BS</th>
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<tr>
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<td>300 - 500</td>
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</tbody>
</table>

The Volusia County Traffic Engineering Department:

--Design evacuation shelter information signs and install them in appropriate locations to facilitate public notification of evacuation shelter locations.

--Ensure that Variable Message Boards (VMBs) are in place at appropriate areas throughout the county to provide evacuees (during impact and host scenarios) with appropriate directions/evacuation shelter information.

--Coordinate any other traffic related activities as requested by the Office of Emergency Management Division.

VOTRAN:

--Coordinating with the Volusia County School Board for the triage and transportation of Special Needs Patients to the Special Needs Evacuation shelters throughout the county.

The Florida Highway Patrol and local municipal law enforcement agencies:

--Monitor road conditions;

--Provide traffic control and reporting road conditions to the EOC on a regular basis.

1 Red denotes Special Needs Evacuation Shelters
Volusia County Evacuation Shelter Procedures

The Daytona Beach Chamber of Commerce/Volusia County Hotel/Motel Association:

—Provide volunteers to coordinate with area hotels/motels to monitor capacity levels and general conditions at the hotels/motels being used as evacuation shelters.

IV. Scenarios

A. Impact

As previously indicated, in the event of a hurricane or other countywide emergency, the decision to open evacuation shelters will be made by the Director of Emergency Management or his representative. In most cases, the decision to open evacuation shelters will be made in conjunction with a Declaration of a State of Local Emergency by the county. The decision will be immediately provided to the Red Cross, which has the responsibility to open the evacuation shelters, and to the School Board. For a localized disaster, a request to open evacuation shelter facilities will be made by the appropriate agency (i.e. Emergency Management, law enforcement or fire department) to the Red Cross.

With the exception of special needs evacuation shelters, all public evacuation shelters will be staffed and operated by the Volusia County School Board, who will ensure potential evacuation shelter staff are trained in accordance with Red Cross procedures. Minimum Red Cross staffing requires an evacuation shelter manager, assistant manager, nursing coverage and registrars. Law enforcement agencies (Sheriff's Office, municipal police departments, Volusia County Department of Corrections, and Volusia County Beach Patrol) will provide 24-hour security at each evacuation shelter within their jurisdiction. RACES will provide communications support at each evacuation shelter.

Most public evacuation shelter facilities for countywide emergencies will be located at public schools or appropriate municipal facilities. Selected churches which have agreements with the Red Cross may also serve as public evacuation shelters. The designated public schools to be used as public evacuation shelters will be reviewed periodically by an evacuation shelter verification group consisting of the Volusia County School Board, Red Cross, and Emergency Management personnel. This group will ensure that the best available public school facilities are chosen to meet evacuation shelter requirements primarily based on safety criteria (i.e. Red Cross evacuation shelter selection criteria, ARC 4468). Refer to Figures 1 through 4 for current evacuation shelter listings, capacity figures, auxiliary power capability, and West Volusia evacuation shelter traffic management plan.

Logistical requirements for evacuation shelters are a joint responsibility of the Red Cross and School Board. The School Board and Red Cross will ensure a minimum three-day supply of food, in addition to sufficient water and sanitation facilities at each designated public school evacuation shelter. These two organizations will also ensure that food service and janitorial personnel support is available. Replenishment of food, water and other supplies is a Red Cross responsibility in coordination with the School Board and any other agency involved with evacuation sheltering.

The possibility exists in a large-scale hurricane evacuation, especially one which involves several south and central Florida counties, that evacuation routes will become grid locked and will need to be cleared as a hurricane approaches the area. In this event, some form of refuge of last resort will be needed to protect stranded motorists' lives. Refugees of last resort would include such structures as government buildings, churches, additional schools, and commercial buildings. (A list of such potential facilities is maintained separately from the CEMP). These refuges are not designated as official Red Cross public
evacuation shelters and will have minimal, if any, support available; they will merely serve stranded motorists who would be safer in the designated facility than in a car.

B. Host Sheltering

This section examines Volusia County’s capabilities to provide host evacuation shelters for risk counties during a large-scale disaster. Volusia County has numerous facilities to house large numbers of people. Additionally, the county has a viable road network. Evacuees to Volusia County have various ways of entering without causing serious traffic problems. Law enforcement personnel will be able to manage traffic and divert evacuees from one entrance to another. The Volusia County Sheriff’s Office and municipal police departments have sufficient personnel to assist in traffic management and security during an activation of host response evacuation shelters as directed by the Governor’s Executive Order.

As a general policy, Volusia County will maintain sufficient capacity to provide Florida residents emergency shelter space in a host shelter scenario.

The priority of host shelter space will be hotels/motels in the vicinity of I-4 and I-95; non-school facilities (ARC designated) in the vicinity of I-4 and I-95; and designated High Schools in the vicinity of I-4 and I-95.

ESF 6 will designate those facilities that will serve as host evacuation shelters. School facilities will be managed by Volusia County School Board personnel. Non-school facilities will be managed by American Red Cross volunteers. Host evacuation shelters will close upon notification from the State and risk counties that it is safe for host evacuees to return to their county of origin.

Volusia County’s Emergency Management Director, upon the request of the State Emergency Operations Center and in conjunction with the Governor’s Executive Order, will activate the Host Evacuation Shelter Plan. The County will engage in conference calls with the State Emergency Operations Center, risk counties, and other host counties for briefing on traffic conditions and the number of evacuees to expect. Upon receipt of a state mission, the county will coordinate its host response activities such as traffic management, host evacuation sheltering, and public information. The county will contact the Volusia County Hotel/Motel Association for current hotel/motel capacity information; the American Red Cross and Volusia County School Board to prepare to open host evacuation shelters; the Volusia County Sheriff’s Office to implement traffic management procedures according to the anticipated traffic flow; and the Public Information Officer for issuing general notification to the public.

Prior to activating the Host Evacuation shelter Plan, the county will first determine which host evacuation shelters are available. If evacuation shelters are reserved (such as the Ocean Center), the planned events may have to be postponed or rescheduled. If not, the county will advance to the next tier of evacuation shelters based on the number of people expected. In addition, the county will decide how many host evacuation shelters will be opened based on the information it receives from Emergency Operations Centers within risk counties and from the State.

After evacuation shelters have been opened, the American Red Cross will notify the county concerning evacuation shelter capacity every hour (this timeframe may be adjusted as is necessary). As one
primary level evacuation shelter reaches capacity, another will be opened. When all primary level evacuation shelters are full, the county will advise the American Red Cross to advance to the next level.

There are a number of potential host evacuation shelter facilities available in Volusia County. Use of these facilities depends on a number of criteria. The criteria used to identify host evacuation shelters in Volusia County are based on the American Red Cross 3031 guidelines. They include the following:

1. Capacity. The facility should accommodate people based on available space of 20 square feet per person for short-term evacuation sheltering. Long-term evacuation sheltering should be 40 square feet per person.

2. Amenities. The evacuation shelter should have adequate toilet and bathing facilities; adequate supply of drinking water; and facilities for storing, cooking, and/or serving food.

3. Staff. There should be sufficient people to staff all evacuation shelter functions such as registration, management of facility, feeding, and caring for people with special needs.

4. Availability. It should be possible to utilize the facility without disrupting the normal day-to-day operations of the county, especially since Volusia County will not be under a state of emergency.

5. Protection. The evacuation shelter should have adequate fire and police protection as listed in the tables on page five.

The Volusia County Emergency Management Division will coordinate with the American Red Cross, risk counties, and the State ECC to determine at what point to begin returning host evacuees to their county of origin.

V. Communications

Policy. Each School Board facility activated as an evacuation shelter shall maintain communications with either the Volusia County School Board or the CEC.

Priority of communications is as follows:

1. Telephone
2. 800 Mhz radio
3. Internet (email)

Each evacuation shelter manager (VCSB only) shall be issued one hand-held 800MHz radio. The primary channel for communication with the Emergency Operations Center shall be EM Admin talk group within the county-wide 800 MHz radio system.

Evacuation Shelter managers shall provide periodic (hourly unless circumstances dictate otherwise) situation reports to the Emergency Operations Center. These reports should include such information as capacity, problems encountered, assistance needed, evacuation shelter status (i.e., flooding, civil disturbance, or other significant events), and general comments on the operation of the shelter.
VI. Pets

Policy. Emergency general population evacuation shelters identified in the 2012 Official Disaster Preparedness Guide can accept pets. However, it is preferable if pet owners plan ahead of time to board their pets at a kennel, a veterinary hospital, or with friends/relatives. It is advisable to tattoo or have a microchip surgically implanted in your pet(s) for ease of identification should it/they become lost.

Volusia County has several pet evacuation shelters that will become operational with the opening of emergency evacuation shelters. Pet evacuation shelters will require proof of rabies vaccination within the last 12 months. Check with the Volusia County Animal Control Department [(386) 740-5241] for any other requirements for boarding your pet at a pet evacuation shelter.

Policy. Owners are expected to provide a means of transporting their pets (a carrier or crate), food, water, any special medications, identification, and a leash. Owners will be expected to stay at the same evacuation shelter with their pet(s), and must provide their own bedding.

A directory of hotels/motels that accept pets is available online at:


Additional information on boarding pets is available at local veterinarians’ offices and the local humane society.
VOLUSIA COUNTY

EVACUATION PROCEDURES*

*These procedures are an integral part of the Volusia County Comprehensive Emergency Management Plan (CEMP) adopted by the County Council as Appendix A to the Basic Plan. This Annex will be updated annually prior to the commencement of hurricane season (June 1) every year.
Volusia County Evacuation Procedures

1. Evacuation for a localized disaster ("Unprogrammed")

(a) Evacuation for a localized disaster will be initiated by an emergency response incident commander based on the threat to areas adjacent to the disaster site. The principal of "graduated response" applies to actions taken if a localized disaster causes evacuations from threatened areas. Any evacuations will be dictated by the situation and by the decision of the incident commander. Localized evacuations will be coordinated and administered by emergency response officials using local resources, in accordance with local operating procedures. Local jurisdictions have established mutual aid agreements with neighboring municipalities to provide expanded resource availability, should the need arise. In the event of a multi-jurisdictional evacuation incident, the Chair, Volusia County Council may issue a "Declaration of Local State of Emergency," and an Evacuation Order in support of one or more municipalities. This decision will be made following consultation with the Manager's Advisory Group.

(b) All County assistance and support for multi-jurisdiction evacuations will be coordinated from the CEOC under the direction and control of the Director of Emergency Management. Policy decisions (such as deploying personnel, determining evacuation routes, opening shelters) will be made by the Manager's Advisory Group.

2. Large scale evacuation ("Programmed")

(a) Due to the unique geography of our state and the significant risks associated with our high density coastal populations, all evacuation and supporting public protection actions undertaken for any hurricane scenario must be thoroughly coordinated with the SEOC in accordance with the State of Florida Regional Hurricane Evacuation Plan.

(b) When the Director of Emergency Management determines that an approaching hurricane (or other emergency potentially threatening large portions of the County) presents a danger to Volusia County, the Manager's Advisory Group will be convened. If appropriate, the Group will recommend that the County Council declare a State of Local Emergency. The Council may issue an Evacuation Order concurrent with the Declaration, or at a later date if circumstances warrant.

(c) Based upon the recommendation of the Volusia County Emergency Management Director (in coordination with the County Attorney and Manager's Advisory Group), the County Council will issue local declarations of emergency, and if appropriate, supporting evacuation orders for the residents of Volusia County to clarify general declarations and orders from the Governor associated with regional and other large-scale evacuations which may include Volusia County.

(d) General evacuation procedures will be modified based upon the hazard and areas at-risk, i.e., wildfires, in order to provide the maximum degree of timely, public protection possible.
3. Evacuation areas

(a) For localized and potentially short duration circumstances where an evacuation has been directed by an emergency response incident commander, those living in affected areas should depart as soon as possible to a safe location. Recommended destinations include in priority of convenience: homes of friends or relatives, hotels/motels, similar out of county destinations, or as a last resort, designated public shelters.

(b) For hurricane evacuation purposes, evacuation areas will be determined by storm intensity and predicated area(s) of storm surge impact.

Additionally, residents of mobile/manufactured homes and low-lying/known flood prone areas will also evacuate for any category hurricane.

*Note: Maps showing SLOSH zones within separate municipal jurisdictions are provided in the Volusia County Disaster Preparedness Guide (DPG): http://www.volusia.org/storm/default.htm*

4. Evacuation routes and timing

(a) Evacuation routes have been coordinated between Emergency Management, Sheriff’s Department, FHP, Florida DOT, County Road and Bridge Department, Traffic Engineering, and local municipalities. The main evacuation routes are the major roadways in the County. These include the interstate system (I-95, I-4), U.S. highways (U.S. 1, U.S. 92), state roads (S.R. 40, S.R. 421, S.R. 44, S.R. 415, S.R. 5A, S.R. 442, S.R. A1A).

(b) Individuals evacuating from locations within the county will be directed to use these routes as their primary means of egress to their intended safe destination in or outside the county. Individuals evacuating to shelters will use the most direct route to their shelters either within Volusia County or to closest shelters in adjacent counties (Brevard, Seminole, Flagler).

To facilitate Volusia residents evacuating and seeking emergency shelter in the Deltona area, additional procedures have been established shelter information points (SIP). Two evacuation routes (1) via S.R. 44 to S.R. 415 to Howland Boulevard to Pine Ridge High School, and (2) via S.R. 44 to I-4 westbound extension to Howland Boulevard to Deltona High School. Additional sheltering information is contained in the shelter annex to the Comprehensive Emergency Management Plan (CEMP).

(c) To ease traffic congestion especially for CAT 3-5 storms, barrier island residents will be advised through the media to consider leaving as early as possible before a mandatory evacuation order goes into effect. If the likelihood of an impact scenario exists, mobile/manufactured home residents, and those residing in known flood prone areas, will also be advised to consider evacuating before a mandatory evacuation order is issued.

(d) Actions to evacuate specialized populations (such as PSN’s), evacuating hospitals assisted living facilities and nursing homes will initiate evacuation actions in advance of the evacuation timing for the general public.
5. Traffic Flow and Control

(a) To maintain a continuous flow of traffic both internally and throughout the designated evacuation routes leading out of the County, a traffic control plan has been developed by the various law enforcement agencies, Florida DOT, and County traffic engineers. Traffic control points are designated at critical intersections throughout the County. Law enforcement agencies are responsible to provide the necessary personnel at each traffic control point within respective jurisdictions.

(b) Specific traffic management plans are maintained by each jurisdiction and coordinated through ESF 16 (Law Enforcement).

(c) Upon issuance of evacuation orders, jurisdictions will execute traffic control plans for respective jurisdictions in close and continuous coordination with ESF 16 (Law Enforcement). NO CHANGE TO REGULAR TWO-WAY TRAFFIC FLOW ON ALL STATE AND LOCAL HIGHWAYS WITHIN VOLUSIA COUNTY WILL BE IMPLEMENTED INITIALLY OR ARE ANTICIPATED UNLESS OTHERWISE DIRECTED BY ESF 16.

(d) All traffic flow on INTERSTATE HIGHWAYS within Volusia County and within adjacent counties WILL REMAIN TWO WAY, unless otherwise directed by the Florida Highway Patrol as coordinated through ESF 16 and the State of Florida.

(e) Within respective jurisdictions, State, county, and municipal law enforcement agencies will provide traffic control measures and security along traffic routes. County and municipal law enforcement will also coordinate emergency vehicles for evacuation routes to assist evacuees with vehicle problems or, if necessary, to remove vehicles from travel lanes on evacuation routes within respective jurisdictions.

(f) Requests for additional personnel or equipment to assist with traffic control and security must be coordinated through ESF 16 at the VCEOC to eliminate unnecessary duplication and timely response to requests.

(g) The decision to temporarily suspend services from law enforcement, fire rescue and emergency medical personnel will be based upon localized conditions, from hurricane weather projections provided in VCEOC hurricane advisories. AS A GENERAL GUIDELINE, MOST HIGH-PROFILE VEHICLES SHOULD TERMINATE FIELD OPERATIONS AND BE RELOCATED TO SAFER LOCATIONS WHEN SUSTAINED WINDS REACH 45-50 MPH. The decision to temporarily suspend these services will be made by local jurisdictions BUT ONLY AFTER coordination with the Volusia County Emergency Operations Center (VCEOC).

(h) All hurricane evacuations are programmed for completion before the arrival of tropical storm force winds (winds > 39 mph).

NOTE: The Volusia County Disaster Preparedness Guide (DPG) provides all-hazard preparedness information, and regional-specific information on evacuation areas, routes and procedures.
6. Emergency transportation

(a) Evacuees requiring transportation assistance may use public transportation generally available within the areas to be evacuated and is coordinated through ESF 1. Public transportation will assist evacuees who cannot drive or have no other means of transportation. All evacuees using emergency transportation will be taken to public shelters. Transportation will also be available to return to the evacuated areas after reentry is authorized.

(b) Evacuation of non-ambulatory personnel will be coordinated through ESFs 1, 8, and 4/9 as required. Transportation and medical requirements will be considered in establishing procedures to move these personnel to safe shelter. Individuals who are not in residential health care facilities but require special medical attention will be moved to special needs shelters or preferably to the home of a relative or friend by prior arrangements with parties involved. Individuals requiring either transportation and/or special medical assistance during emergencies are urged to register in the special needs database through Volusia County Emergency Management Services. Individuals requiring assistance during emergencies should call VOTRAN using the telephone numbers advertised in the Disaster Preparedness Guide.

(c) Personnel who evacuate and who desire to take companion pets (dogs, cats) with them to public shelters must plan to use the People and Pet Shelter locations advertised in the Disaster Preparedness Guide. All pets must be in pet carriers or containers.

(d) Personnel located within areas considered at-risk covered in evacuation orders who indicate potential inability to care for themselves and who refuse to evacuate only because they do not desire to be separated from their companion pets (dogs, cats) may be evacuated to the closest appropriate public shelter with pets on a case by case basis, based upon the discretion of emergency personnel involved with evacuation notification and enforcement. In these circumstances, pets must be transported in pet carriers. Pets will be located in a separate location as determined by the receiving public shelter manager. Every reasonable attempt must be made to relocate people from areas that are at significant risk based on the apparent hazards and time-constrained situations.
7. Drawbridges

(a) Volusia County has seven drawbridges, five on the Halifax River and two on the St. Johns River. Three of these bridges are controlled by Volusia County (Highbridge, Mainstreet, and Silver Beach/Orange Avenue) and three are controlled by the State (Astor, N. Bridge, and Whitehair).

(b) During the latter stages of a hurricane evacuation, it will become necessary to "lockdown" the lifting spans of the drawbridges (when winds reach 39 MPH sustained). This action, taken by the agency responsible for bridge lifting operations, in coordination with the United States Coast Guard, will protect the moving parts of the bridge during the anticipated strong winds. Upon completion of "lockdown" marine traffic will not be able to proceed through that bridge. The authority to regulate marine traffic as supported by drawbridge operations rests with the U.S. Coast Guard and must be further coordinated with agencies represented within the VCEOC in accordance with the FDOT District 5 Movable Bridge Emergency Operation Plan. ESF 16 has lead responsibility as supported by ESF 3 (Public Works- Bridge Division), the U.S. Coast Guard, and FDOT liaison at the CECOC.

(c) In the interim period after issuance of the evacuation order and before total "lockdown" is executed, drawbridges will be raised on the hour (ONLY IF BOAT TRAFFIC IS PRESENT) as approved by the USCG. Action taken to "lockdown" drawbridges may be initiated by controlling agencies (FDOT, Volusia County, and USCG) as early as necessary (generally within an eight hour period immediately before the anticipated arrival of tropical storm force winds) in order to complete "lockdown" before these damaging winds arrive. Termination of "lockdown" actions will be based upon public safety assessments associated with re-entry authorizations.

(d) Traffic direction flow over all bridges (high-rises and drawbridges) from the north and south peninsula to mainland locations will be the same as experienced during normal day-to-day traffic operations. Unless otherwise noted, ALL BRIDGES WILL HAVE TWO-WAY TRAFFIC DURING PERIODS OF MANDATORY EVACUATION IN ORDER TO MINIMIZE CONFUSION AND PROMOTE SAFE TRAFFIC FLOW.

(e) Once mandatory evacuation has begun, municipal law enforcement agencies responsible for traffic control of bridges within their jurisdiction, will closely monitor and progressively tighten restrictions on eastbound traffic over the bridges. At a point in time close to the pending arrival of tropical storm-force winds, law enforcement agencies will prohibit eastbound entry over bridges except for emergency vehicles, and other public service providers as may be required within reasonable safety precautions.

8. Re-entry After Evacuations

(a) General Re-entry. The Volusia County Sheriff has authority over re-entry to all previously evacuated areas. General reentry to all areas previously evacuated will be authorized based upon public safety and security concerns, operational requirements for search and rescue, and the need to reestablish property owners on their property. This reentry policy will be established as soon as possible and with as few restrictions and limitations as possible coincidental with public safety requirements. The decision to establish general reentry will be evaluated through continuous coordination among the various county and state agencies, municipal law enforcement agencies, and adjacent
Coordination Procedures. In all areas, general re-entry will be prohibited until the area in question has been designated as safe by the County and municipalities. Appropriate agencies (e.g., air traffic control, utilities, law enforcement) will advise the Manager's Advisory Group of the VCEC on the evacuation areas which will be coordinated through VCEC to ensure adequate traffic control and security for residents returning to the evacuated areas. Bridges, while under the operational traffic control of the municipality in which it is located, will not be re-opened until all coordination is completed. Local authorities and Municipalities advising the Manager's Advisory Group must be coordinated before enforcement agencies take authority of the public. General and Special Needs Shelter staff will be notified by ESS when general re-entry has been authorized.

(c) Restricted Re-entry. Restricted re-entry to areas will be established when all or a portion of the area is not habitable. The leader of the VCEC will establish a restricted re-entry area, which will be subject to the VCEC's approval. The leader of the VCEC will release areas where restricted re-entry is no longer necessary. Access to the restricted areas will be based on general instructions and will be coordinated through the VCEC. Security checkpoints will be established and operated by the jurisdictional authority. The leader of the VCEC will identify the restricted areas based upon existing re-entry instructions. Any questions or concerns should be immediately forwarded to the VCEC.
VOLUSIA COUNTY

TSUNAMI WARNING AND EVACUATION PLAN

Banda Aceh, Indonesia, December 2004, before/after tsunami photos

2012
INTRODUCTION

Volusia County Emergency Management, in conjunction with Volusia County Beach Patrol and the Melbourne Office of the National Weather Service, has developed a Volusia County-specific Tsunami Warning and Evacuation Plan.

In the event a Tsunami threatens Volusia County, the activation of this plan will guide the actions of the responsible agencies in the coordination and evacuation of Volusia County Barrier Island\(^1\) residents and visitors from the beach and other threatened areas. The goal of this plan is to provide for the timely evacuation of the population at risk on the Barrier Island in the event of a Tsunami Warning. This may include the majority of the Peninsula residents.

An alternative to evacuating to mainland Volusia County involves vertical evacuation. Vertical evacuation consists of the evacuation of persons from an entire area, floor, or wing of a building to a higher floor or wing. The National Weather Service has determined that fifteen feet is the minimum acceptable level for vertical evacuation on the Barrier Island. The potential Tsunami threat—for planning purposes until further Tsunami models are developed—is a 15' wall of water inundating 300' of the Barrier Island.

Plans for vertical evacuation of Peninsula residents and visitors would only be effective if designated structures are designed to withstand both strong near-source ground motions and the velocity and impact loads of tsunami inundation. Since no studies have been conducted to evaluate the level of protection current structures provide, vertical evacuation is only recommended from a near-source tsunami when public notification may not be possible (unlikely for Volusia County); or, when only a few hours or minutes of warning is available.

This plan will include components from the Incident Command System. The highest priority is the safety of the public at large and our first responders.

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\(^1\) The terms "Barrier Island" and "Peninsula" are used interchangeably.
Terms and Definitions

Arrival Time - Time of arrival, usually of the first wave, of the tsunami at a particular location.

EOC - Emergency Operations Center, for purposes of this plan the Volusia County Emergency Operations Center.

ETA – Estimated Time of Arrival, computed arrival of the first tsunami wave to reach a coastal community after a specific ocean earthquake or other tsunami creating event.

Mean Lower Low Water Level - The average low tide water elevation often used as a reference to measure run up.

Mean Sea Level – An average of all high and low tides over an 18.6 year period.

Mw Moment Magnitude - Magnitude based on the size and characteristics of the fault rupture, and determined from long-period seismic waves.

Tsunami – the word “tsunami” is Japanese meaning “harbor wave”. A tsunami is a series of long waves created by a disturbance that displaces a large amount of water. This disturbance is primarily associated with earthquakes in oceanic or coastal regions. Landslides, volcanic eruptions, nuclear explosions, and even impacts from objects from outer space, such as meteorites, asteroids and comets could also create a tsunami.

Based on seismic data analysis or forecasted amplitude (dependent on whether the center has obtained sea level data), the West Coast/Alaska Tsunami Warning Center (WCATWC) will issue the appropriate product. Warnings and Advisories suggest that action be taken. Watches are issued to provide an early alert for areas that are distant from the wave front, but may have danger. Once the danger level is determined, the watch is upgraded to a warning or advisory, or canceled. The full definition of each message is given below.

**Tsunami Warning** - a tsunami warning is issued when a potential tsunami with significant widespread inundation is imminent or expected. Warnings alert the public that widespread, dangerous coastal flooding accompanied by powerful currents is possible and may continue for several hours after arrival of the initial wave. Warnings also alert emergency management officials to take action for the entire tsunami hazard zone. Appropriate actions to be taken by local officials may include the evacuation of low-lying coastal areas, and the repositioning of ships to deep waters when there is time to safely do so. Warnings may be updated, adjusted geographically, downgraded, or canceled. To provide the earliest possible alert, initial warnings are normally based only on seismic information.

**Tsunami Advisory** - a tsunami advisory is issued due to the threat of a potential tsunami which may produce strong currents or waves dangerous to those in or near the water. Coastal regions historically prone to damage due to strong currents induced by tsunamis are at the greatest risk. The threat may continue for several hours after the arrival of the initial wave, but significant widespread inundation is not expected for areas under an advisory. Appropriate
actions to be taken by local officials may include closing beaches, evacuating harbors and marinas, and the repositioning of ships to deep waters when there is time to safely do so. Advisories are normally updated to continue the advisory, expand/contract affected areas, upgrade to a warning, or cancel the advisory.

**Tsunami Watch** - a tsunami watch is issued to alert emergency management officials and the public of an event which may later impact the watch area. The watch area may be upgraded to a warning or advisory - or canceled - based on updated information and analysis. Therefore, emergency management officials and the public should prepare to take action. Watches are normally issued based on seismic information without confirmation that a destructive tsunami is underway.

**Tsunami Information Statement** - a tsunami information statement is issued to inform emergency management officials and the public that an earthquake has occurred, or that a tsunami warning, watch or advisory has been issued for another section of the ocean. In most cases, information statements are issued to indicate there is no threat of a destructive tsunami and to prevent unnecessary evacuations as the earthquake may have been felt in coastal areas. An information statement may, in appropriate situations, caution about the possibility of destructive local tsunamis. Information statements may be re-issued with additional information, though normally these messages are not updated. However, a watch, advisory or warning may be issued for the area, if necessary, after analysis and/or updated information becomes available.

**Volusia County Profile**

Volusia County is a large, geographically diverse political subdivision of the State of Florida. The land area of the county is in excess of 1,200 square miles. In this area, approximately 504,000 residents are generally clustered into two major areas of development - the coastal areas east of I-95 and along the US 17/92 and I-4 corridors in the west and southwest. Sixteen municipalities comprise approximately 75% of the total population and range in size from approximately 2,000 (Oak Hill) to 86,000 (Deltona), based on the 2006 estimates. Ten municipalities are clustered in the eastern area while six are grouped in the west and southwest. The number of jurisdictions and wide-range of capabilities are important considerations for the Volusia County CEMP. Providing first response emergency services within the 16 municipalities and the unincorporated and specialized areas (beach, airport) are 16 local law enforcement agencies, 14 fire/rescue/EMS agencies (including EVAC), and 16 public works agencies. In addition, Volusia County has several large venues where residents and visitors gather throughout the year, including the Daytona International Speedway and the north and south beach areas that cross six jurisdictions. These sites are the focal points of several special events activities attracting international attention that increase the in-county populations by 50-75% at several times throughout the year.

**Geographic Information**

1. Volusia County is located on the Atlantic coast in the north-central portion of the Florida coastline. The county is bordered on the south by Brevard and Seminole Counties, on the west by Marion, Seminole and Lake Counties, the north by Putnam and Flagler Counties, and on the east by the Atlantic Ocean.
There are 832,000 acres (1,062 square miles of land and 238 square miles of water) located within the borders of Volusia County, including 47 miles of ocean beaches. The topography of the county is generally flat, with little variation in elevation.

2. Volusia County has 48 miles of coastline enveloping 1,090 acres. Coastal marshland covers 39,488 acres while inland swamps cover 135,808 acres. The coastal areas, beaches and inland swamps are considered to be environmentally sensitive areas. Volusia County has been divided by the Water Quality Management Program of the Volusia Council of Governments. These are the Tomoka Basin, which remains largely in a natural state, with little urbanization. The Mosquito Lagoon Basin (North Indian River), in which land use is dominated by agricultural and forested lands, with approximately 20% of the area urbanized. The Spruce Creek/ Turnbull Bay Basin is only slightly urbanized, with most of the land cover being forest or wetland. The Middle St. Johns River Basin contains a portion of the Interstate 4 corridor, although only 5% of the land in this basin is urbanized, with the remainder being forested and in agriculture. Finally, the Central Recharge Area, in the center of the county, has two major transportation corridors (Interstate 4 and U.S. 92), although most of the land use is forest, wetlands or rangelands. Developed lands account for only 3% of the basin.

Volusia County Demographics

1. The population of Volusia County has experienced dramatic increases over the past 25 years. The 1970 US Census placed Volusia County's population at 169,500. Estimates released by the University of Florida, Bureau of Economic and Business Research as of April 1, 1995 place Volusia County's population at 402,970 persons, and 2006 estimates at more than 504,000 people. A significant portion of this increase can be attributed to persons age 65 and over (greater than 25%).

2. The county has two distinct population regions. The eastern region (from Interstate 95 east to the ocean) supports approximately 60% of the total population with approximately 80% of this population living within incorporated areas. The western region (generally bordering US 17-92 and the Interstate 4 corridors) is home to the remaining 40% of the total population. This population is the inverse of the eastern region with over 80% residing in unincorporated areas.

3. Due to the popularity of the seashore, approximately 67 percent of the county's population (330,000 people) resides in hurricane storm surge zones, along with a large portion of the county’s economic base. Eleven of Volusia County's sixteen municipalities are located East of Interstate 95, with City populations alone totaling over 250,000. Much of this area is designated for evacuation for a Category 4 or 5 hurricane.
Contact Officials


Volusia County Emergency Operations Center Daytona Beach Florida: 386-254-1500.

Volusia County Beach Services: 386-239-6414; Administration 386-239-6484.
Volusia County Tsunami Hazard Analysis

The major threat of a tsunami to the east coast of Florida is from the Puerto Rico trench. The Puerto Rico Trench is the deepest part of the Atlantic Ocean, with water depths exceeding 8,400 meters (figure 1). Its depth is comparable to the deep trenches in the Pacific Ocean. Trenches in the Pacific are located in places where one tectonic plate subducts or slides under another one. The Puerto Rico Trench, in contrast, is located at a boundary between two plates that slide past each other with only a small component of subduction. The trench is less deep where the component of subduction is larger. The unusually deep sea floor is not limited to the trench, but also extends farther south toward Puerto Rico. The Puerto Rico Trench is also associated with the most negative gravity anomaly on earth, -380 milliGal, which indicates the presence of an active downward force. Finally, a thick limestone platform, which was originally deposited in flat layers near sea level, is now tilted northward at a uniform angle. Its northward edge is at a depth of 4,200 m, and its southern edge can be found on land in Puerto Rico at an elevation of a few hundred meters. Many tectonic models have been proposed to explain this geologically fascinating, tectonically active region; however, none have gained acceptance, and the region remains poorly understood, largely because its underwater location makes it difficult to study.

Figure 1
The region has high seismicity and large earthquakes (figure 2). Examples include a magnitude 7.5 earthquake centered northwest of Puerto Rico in 1943, and magnitude 8.1 and 6.9 earthquakes north of Hispaniola in 1946 and 1953, respectively. Historically, other large earthquakes have also struck the area, such as one in 1787 (magnitude~8.1), possibly in the Puerto Rico Trench, and one in 1867 (magnitude~7.5) in the Anegada Trough (figure 1). A draft U.S. Geological Survey (USGS) hazard map places equal probability for damaging ground motion for Mayaguez in western Puerto Rico as for Seattle, Washington. Other Puerto Rican cities also have substantial risk.

![Map of earthquake locations](image)

**Figure 2**

Location of earthquakes as a function of depth and size in the northeastern Caribbean. Barbed lines represent subduction zones; arrows represent the direction of relative plate motion; dashed lines represent migration of the line of volcanoes from an older line to a newer one farther west; and (-)g represents the location of the largest minimum gravity anomaly on Earth.

The hazard from tsunamis is also apparent. Immediately after the 1946 earthquake, a tsunami struck northeastern Hispaniola and moved inland for several kilometers. Some reports indicate that nearly 1,800 people drowned. A 1918 magnitude 7.5 earthquake resulted in a tsunami that killed at least 91 people in northwestern Puerto Rico.
Rico (figure 4). Eyewitness reports of an 1867 Virgin Islands tsunami gave a maximum wave height of >7 m in Frederiksted, St. Croix, where a large naval vessel was left on top of a pier. Essentially, all of the known causes of tsunamis are present in the Caribbean -- earthquakes, submarine landslides, submarine volcanic eruptions, subaerial pyroclastic flows into the ocean, and major tsunamis called teletsunamis. Because of its high population density and extensive development near the coast, Puerto Rico has a significant risk for earthquakes and tsunamis.

Preliminary research by the National Weather Service (using computer modeling) indicates that a tsunami originating in the Puerto Rico trench, when reaching the shoreline of Volusia County, would most likely raise the ocean water level above State Road A1A. Should Volusia County experience a tsunami similar to the one that devastated Indonesia in 2004, in all likelihood the entire Peninsula would be over washed by billions of tons of rushing seawater. The devastation would be catastrophic. Considering this threat level, all persons swimming or surfing in the ocean and persons on the beach will need to be evacuated from the area.

Additionally, all persons residing on the ground floors of buildings on the Peninsula will be directed to either seek safety by evacuating to mainland Volusia County or relocating to an upper floor in their building (if available).

The National Weather Service estimates that Volusia County will receive a two-to-eight-hour advance warning before a tsunami detected at its origin arrives, depending on origin. Persons deemed at risk on the Peninsula must be evacuated/re-located within this time frame, either by evacuating to mainland areas or through vertical evacuation.
Volusia County Tsunami Ready Capabilities

1. 24 hour warning point - Volusia County Sheriff's Office Dispatch Center; (386) 248-1777.

2. National Weather Service Warnings - NOAA weather radio monitored at Volusia County Emergency Operations Center, Sheriff's Office Dispatch Center, and all Beach Patrol towers.

3. Community Awareness - County web site, community presentations, distribution of informational flyers, annual Disaster Preparedness Guide, and media releases.

4. Warning and evacuation methods - enhancement of present public address systems and Beach Patrol standard beach evacuation methodology; and use of the emergency call down system. A "cable crawler" system will also be used to notify the public.

5. Posting Tsunami Warning signs at select beach access routes and Tsunami Evacuation Route signage on designated Tsunami Evacuation Routes.
Tsunami Characteristics

Tsunamis act very differently from typical surf swells; they propagate at high speeds and can travel great transoceanic distances with little energy loss. Tsunamis are often no taller than normal wind waves, however they are much more dangerous. Wind generated waves are separated by an average five to twenty seconds; the length of a wind-wave averages three hundred to six hundred feet. With a tsunami wave, the frequency pattern may be ten minutes to two hours (or more). The length of a tsunami wave can be greater than three hundred miles.

![Regular wind-generated wave]

Figure 3

Tsunamis run quickly over the land as a wall of water. From the coastline, a tsunami may appear as a rapidly rising or falling tide, or a series of breaking waves. Strong currents and debris carried by the wave add to the destructive nature of this inundating flood. Tsunamis are extremely deadly, having killed tens of thousands of people. Although not classified as a tsunami, on July 3, 1992, a rogue wave struck Daytona Beach. This wave was ten feet in height, and swamped the shoreline for 30 miles, resulting in 75 injuries and damage to numerous vehicles and beach front property.

Tsunamis are generated by any large, impulsive displacement of the sea level. Tsunamis are also triggered by landslides into or under the water surface, and can be generated by volcanic activity and meteorite impacts.

Tsunami velocity depends on the depth of water through which it travels (velocity equals the square root of the product of the water depth times the acceleration of gravity). Tsunamis travel approximately 475 mph in 15,000 feet of water. In 100 feet of water the velocity drops to about 40 mph. A tsunami travels from the Portugal coast to Florida in about 8.5 hours.

Tsunamis range in size from inches to over a hundred feet. In deep water (greater than 500 feet), tsunamis are rarely over 3 feet and will not be noticed by ships due to their long period (time between crests).
As tsunamis propagate into shallow water, the wave height can increase by over 10 times. Tsunami heights vary greatly along a coast. The waves can be amplified by shoreline and bathymetric (sea floor) features. A large tsunami can flood low-lying coastal land over a mile from the coast.

Tsunamis rarely become great, towering, breaking waves. Sometimes the tsunami may break far offshore. On occasion, a tsunami may form a bore, a step-like wave with a steep breaking front, which can happen if the tsunami moves from deep water into a shallow bay or river.

The first wave may not be the largest in the series of waves. One coastal area may see no damaging wave activity, while in another area, destructive waves can be large and violent.

The vertical height reached by a tsunami onshore above sea level is called a run-up height. In extreme cases, the water level can rise to more than 50 feet (15 meters) above sea level for tsunami of distant origin, and over 100 feet (30 meters) for tsunami generated nearby. A notable exception to this is the 1958 landslide-generated tsunami in Lituya Bay, Alaska which produced a 1,722 foot (525 meter) wave.

The first warning sign of a possible tsunami is the earthquake itself; however tsunamis can strike thousands of miles away, where the earthquake is only felt weakly or not at all. Also, in the minutes preceding a tsunami strike the sea often recedes temporarily from the coast. People in Pacific regions are more familiar with tsunamis and often recognize this phenomenon as a sign to head for higher ground.
Tsunami Warning Procedure

Following the catastrophic Indian Ocean Tsunami of December 26, 2004, President Bush ordered the United States Department of Commerce to address the tsunami threat potential for the eastern seaboard of the United States. Currently, the Pacific Ocean, the more likely area for a tsunami event, has a tsunami detection and warning system in place. The Atlantic Ocean also has a detection and warning system. (Figure 6). As part of the U.S. National Tsunami Hazard Mitigation Program (NTHMP), deep-ocean tsunameters have been developed for the early detection, measurement, and real-time reporting of tsunamis in the open ocean.

Tsunameters were developed by Project DART (Deep-ocean Assessment and Reporting of Tsunamis) at NOAA’s Pacific Marine Environmental Laboratory (PMEL). These systems have been strategically deployed near regions with a history of tsunami generation, to ensure measurement of the waves as they propagate towards threatened U.S. coastal communities and to acquire data critical to real-time forecasts. Real-time DART buoy information is available at: http://www.ndbc.noaa.gov/dart.shtml

In the event of an oceanic disturbance, pressure sensors on the bottom of the ocean floor transmit an acoustic signal to a data processing module (DART buoy), which is located on the ocean’s surface. The DART buoy transmits a data signal to an orbiting satellite. The satellite then transmits a warning signal to the Alaska Tsunami Warning Center. The Alaska Warning Center notifies the Melbourne National Weather Station. The warning is then transmitted to the local authorities concerned over the National Oceanic and Atmospheric Administration Weather Radio Station. (Figure 7).
A prototype tsunami forecasting system package that combines tsunameter network measurements with state-of-the-art numerical modeling has been developed to provide site-specific predictions of tsunami impact on the coast. The first operational version of this forecast system package will be implemented in 2006 at NOAA's two
Tsunami Warning Centers (Pacific Tsunami Warning Center, PTWC, and West Coast & Alaska Tsunami Warning Center, WC/ATWC) to help address two important goals of the NOAA-led National Tsunami Hazard Mitigation Program:

1) Reduce the loss of life and property in U.S. coastal communities.
2) Reduce false alarms and the resulting high economic cost of unnecessary evacuations, physical risk to the population during evacuation, as well as loss of public confidence in the warning system.

**National Weather Service Tsunami Warning Procedures:**
In addition to all public safety warning points, the Volusia County Emergency Operations Center will be notified. Television and radio override alerts will be broadcast. The Emergency Operations Center also has the capability to activate an emergency telephone call notification system. NWS Melbourne will continue to broadcast tsunami alert warnings VIA the NOAA weather radio broadcast system.
Tsunami Warning Response Plan

Although a tsunami event may involve hundreds of miles of Florida coastline, this plan is specific to Volusia County. This plan will incorporate and coordinate the response to such an event by Volusia County Emergency Management, Volusia County Beach Patrol, Volusia County Sheriff’s Office, and those municipalities located on the Peninsula with separate police and fire departments.

Goal

To provide for the timely evacuation of people at risk to Tsunamis in the event a Tsunami warning is received for the east coast of Florida. Evacuation of the beach in its entirety is the primary goal, with a secondary goal of vertical evacuation to above 20’ in height for those people unable to evacuate East of A1A.

Purpose

A. The purpose of this plan is to:

1. Ensure that Volusia County has established evacuation procedures in response to tsunami warning;

2. Provide for the timely, coordinated, systematic warning and safe evacuation of people at risk to Tsunamis;

3. Present guidelines to assist with the protection of life and property and to aid persons who may be injured and are in need of medical attention;

4. Provide search and rescue procedures;

5. Furnish assistance with disaster recovery operations, if required;

6. Establish training requirements;

7. Provide assistance with citizen information presentations.

Procedure

1. Upon notification by the Melbourne National Weather Service Station to Volusia County Warning Point/Emergency Management that a tsunami warning is in effect, the following notifications will take place (simultaneous with State Warning Point notification):

   a) Beach Patrol
   b) Sheriff’s Office
   c) Beachside municipal law and fire departments
   d) Hotel/motel/RV parks/campgrounds and condominium POC’s via emergency call down system
e) Beachside residents/businesses via emergency call down system
f) Volusia County School Board
g) County Manager

While these notifications are taking place, the County Emergency Operations Center will be activated to a Level II (partial) status. ESF’s 1, 2, 4, 5, 6, 8, 9, 14, 16, 17, 18, 19 and 20, and all municipal liaisons for impacted areas, will be contacted and directed to report to the EOC. Procedures for sheltering operations, mass care, evacuation transportation, and public information will be implemented, if necessary.

2. The Volusia County EOC will support the Beach Services Incident Command Post (ICP). The Beach Services Director (or his designee) will assume the role of Incident Commander. In the absence of the Director, the highest ranking Beach Patrol supervisor will assume the responsibility of Incident Commander. It is the primary responsibility of the Beach Patrol to evacuate the beach proper from the Brevard County line to the Flagler County line using established evacuation procedures. Beach Patrol will also dispatch a liaison to ESF 16 to coordinate evacuation operations. Volusia County Sheriff’s Office personnel and municipal law enforcement and fire personnel have the primary responsibility of notifying the public on the Peninsula and managing the evacuation process from the Peninsula to mainland Volusia County.

NOTE: The time of the tsunami warning alert will dictate one of two types of coordinated responses. The first situation involves a tsunami warning alert being made on a weekday other than a County paid holiday, between 0800 hours and 1700 hours. During this time frame County employees are present and available to assist in the implementation of evacuation operations. The second circumstance would involve a tsunami alert being received on a weekend, holiday, or after 1700 hours.

Procedure (1) - During week days during 0800 hours and 1700 hours:

Emergency Management Duty Officer - Upon receiving notification of a Tsunami Warning (and following notification of the State Warning Point):

a) Notify VC Beach Patrol Duty Officer
b) Notify appropriate municipal police/fire agencies
c) Notify VC Sheriff’s Office
d) Initiate emergency call down system notification procedures through dispatch centers
e) Notify VC School Board
f) Notify VCEM Operations Officer
g) Notify VCEM Director

If additional assistance is needed, request additional personnel per Mutual Aid Agreements.
3. Upon completion of evacuation operations, the Incident Commander will confer with the Volusia County Emergency Management Director to ensure all notification measures have been taken, and all response personnel are accounted for.

4. Utilizing County and municipal law enforcement resources IAW established evacuation procedures, prevent persons from re-entering evacuated areas.

5. After the Tsunami event has occurred, coordinate within the EOC for deployment of personnel to conduct search and rescue/damage assessment.

6. Request assistance from the Volusia County Sheriff's Office Aviation Unit/Mosquito Control to support the search for injured or stranded persons.

7. Ensure that all related reports are accurate and complete.

**Procedure (2) - for weekdays after 1700 hours, weekends and holidays:**

On weekdays after 1700 hours, weekends and holidays, the number of immediate available personnel is reduced significantly. Until additional personnel resources can be summoned, the Volusia County Emergency Management Duty Officer, available Beach Patrol Officers, Volusia County Sheriff's Office, and municipal law enforcement and fire agencies will be responsible for implementing evacuation procedures as delineated in **Procedure (1)**. With limited personnel resources, the evacuation of persons from the ocean and on the beach is the first priority. As personnel resources increase the other components of this plan will be implemented.

**Tsunami Evacuation Routes**

Tsunami evacuation routes include any roadway that provides egress to mainland Volusia County. Accordingly, Tsunami evacuations routes are noted from (North Volusia County) → (South Volusia County):

1. Highbridge Road (CR 2002)
2. Granada Boulevard (SR 40)
3. Seabreeze Boulevard (SR 430)
4. Main Street (CR 4040)
5. International Speedway Boulevard (SR 92)
6. Silver Beach Avenue (CR 4050)
7. Dunlawton Avenue (SR 421)
8. North Causeway (NSB)
9. State Road 44 (South Causeway)

State Road A1A and Atlantic Avenue provide access to all westbound traffic routes.
Tsunami Public Awareness Campaign

A public awareness campaign will be adopted and implemented by the following methodologies:

a) Information articles promulgated to local media by Volusia County Community Information;

b) Public presentations by Volusia County Emergency Management personnel;

c) Distributing informational flyers;

d) Posting of tsunami zone informational signs at select beach access points;

e) Including tsunami information in the Volusia County Disaster Preparedness Guide on an annual basis.

Training

No plan can be complete without provisions for training. On a regular basis, agencies involved in the implementation of this plan will participate in a Tsunami Warning training exercise. The purpose of this training is to prepare personnel for an actual event and to evaluate the plan for its effectiveness. Upon completion of the training, an after-action review will be executed. During this review recommendations for modifications to the plan will be incorporated.

Attachments

Included are 15’ contour maps of eastern Volusia County and the Peninsula. The purpose of these maps is to demonstrate that the majority of the Barrier Island is below 15’ in elevation, and supports the plan to evacuate the entire peninsula in the event a tsunami warning is received.
TSUNAMI

EVACUATION

WARNING NOTICE

DATE: ___/___/___ TIME: ___ AM /___ PM

ALL RESIDENTS IMMEDIATELY EVACUATE TO MAINLAND VOLUSIA COUNTY

AUTHORITY: VOLUSIA COUNTY BEACH PATROL 386-239-7873.
Tsunami Hazard Zone Evacuation Sign and Tsunami Evacuation Route Signs:
VOLUSIA COUNTY

SPECIAL NEEDS OPERATING PROCEDURES

AND

SPECIAL NEEDS SHELTER OPERATIONS PLAN

May 2012
Volusia County
Emergency Management Division
3825 Tiger Bay Road
Daytona Beach, FL 32124
# Volusia County

**Special Needs Standard Operating Procedures and Special Needs Shelter Operations Plan**

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OVERVIEW

Special Needs shelters are refuges of last resort intended to maintain, to the extent practical, the current health, safety, and well-being of the physically and medically dependent individuals who are not chronically ill, and may need shelter transportation assistance during a disaster.

Recognizing that a hurricane emergency or other large-scale disaster would cause disruption of services to county residents who require minimal medical assistance, county officials have coordinated special relief measures through the establishment of special emergency shelters.

A person with Special Needs is defined as an evacuee with minor health/medical conditions that require professional observation, assessment, and maintenance; an evacuee with a chronic condition who requires assistance with activities of daily living but does not require hospitalization; and an evacuee who needs medication and/or vital sign readings and is unable to do so without professional assistance. Shelters are not designed for extended long-term utilization. Persons who are acutely ill must, in conjunction with their primary medical care provider, determine appropriate shelter accommodations (hospital, etc.). Care givers/family members must accompany any persons with Special Needs.

The goal of this plan is to ensure that the elderly and disabled of Volusia County receive the support and care they need when a disaster strikes.

1. INTRODUCTION

A. General

Evacuation and sheltering of the Special Needs population, composed of the elderly and the disabled, is one of the most serious problems facing Emergency Management in Volusia County.

Roughly 25% of Volusia County’s population falls into the “Special Needs” category. If 10% of the elderly population requires special care or transportation, this would equate to more than 14,000 people. Additionally, there are people throughout the county, of all ages, with disabilities and health care problems of various types who may require evacuation and/or Special Needs sheltering. Because of their disabilities, these citizens are particularly susceptible to natural disaster hazards, and require special planning to ensure they are evacuated and provided with necessary shelter and medical care.

Volusia County Emergency Operations Center maintains a list containing the names and addresses of county residents who have requested Special Needs evacuation and/or shelter.

B. Purpose

The purpose of this document is to describe the program for evacuating and sheltering Volusia County’s Special Needs population and to provide policies and procedures for implementing the Volusia County Special Needs Evacuation and Shelter Program. This plan will accomplish the following:

- Provide a brief summary of the State Special Needs Policy.
- Define the term “Special Needs” as it applies to Volusia County.
- Provide Special Needs program eligibility criteria.
- Define agency responsibilities for implementing the program.
Volusia County Special Needs Standard Operating Procedures and Special Needs Shelter Operations Plan

- Provide registration guidelines.
- Provide general and specific shelter operational guidelines.
- Define Special Needs Shelter Staff requirements and responsibilities.

2. SCOPE

A. State Special Needs Policy

The basis for the Special Needs Registration Program is found in Florida Statutes Chapter 252, Section 252.355:

“In order to meet the needs of persons who would need assistance during evacuation and sheltering because of physical or mental handicaps, each local emergency management agency in the state shall maintain a registry of disabled citizens located within the jurisdiction of the local agency. The registration shall be utilized to determine who would need assistance and plan for resource allocation to meet these identified needs.”

This statute further states:

“All appropriate agencies and community based service providers, including home health care providers shall assist emergency management agencies by collecting registration information for people with Special Needs as part of program intake procedures, establishing programs to meet the awareness of registration process and educating clients about the procedures that may be necessary for their safety during disasters. Clients of the State or federally funded service programs with physical or mental handicaps who need assistance in evacuating or when in shelters must register as people with Special Needs.”

B. Volusia County Special Needs Policy

The Volusia County Special Needs Program is designed to meet the State requirements by providing transportation to those who are required to evacuate but lack the means to transport themselves and to provide Special Needs shelters to county residents who are physically and/or mentally handicapped and will require assistance while in shelters.

3. VOLUSIA COUNTY SPECIAL NEEDS SHELTER PROGRAM

A. Special Needs Shelters

1. Definition

A Special Needs shelter is a temporary emergency-type facility capable of providing “special medical care/nursing care” to individuals whose physical or mental condition is such that it exceeds the capabilities of the Red Cross shelters but is not severe enough to require hospitalization.

2. Special Needs Shelter Locations for 2010-2011

| Palm Terrace Elementary School | Capacity: 330 |
| 1825 Dunn Ave. | |
| Daytona Beach, Fl | |
Atlantic High School
1250 Reed Canal Rd.
Port Orange, FL
Capacity: 848

Creekside Middle School
2100 Airport Rd.
Port Orange, FL
Capacity: 794

Galaxy Middle School
2400 Eustace Ave.
Deltona, FL
Capacity: 832

Heritage Middle School
1001 Parnell Ct.
Deltona, FL
Capacity: 794

Freedom Elementary School
1395 S. Blue Lake Ave
DeLand, FL
Capacity: 254

3. Designated shelter for dialysis and HOSPICE patients
Currently there are no designated shelters for dialysis or hospice patients in Volusia County.

Note: Special Needs patients must be accompanied by a caretaker. Due to space limitations, it is recommended that only one caretaker accompany a Special Needs patient to a Special Needs Shelter.

4. Special Needs Shelter Conditions
Special Needs shelter conditions will be austere. The County has purchased cots for use in the shelters. A small number of cribs and roll-away beds may be available from area rental agencies that are Project Impact partners. However, these will in all probability be insufficient to provide every evacuee a cot or bed. Priority for issue will be based on an individual’s physical needs as determined by the triage nurse at each shelter.

5. Nursing homes as Special Needs Shelters
In the event of a localized disaster where a small number of Special Needs registrants may require evacuation, it may not be practical or cost effective to open a Special Needs Shelter. To care for those who may need to be evacuated in the situation, we have asked nursing homes within the county to accept small numbers of evacuees with Special Needs. A sample Letter of Agreement is provided at Appendix X.

When a localized disaster occurs, administrators/directors of nursing homes who have agreed to accept Special Needs evacuees will be contacted and asked to verify the numbers and types of
patients they can accept. Evacuees will then be moved, space permitting, to the nursing home closest to their homes.

B. Eligibility Criteria for Special Needs Evacuation

1. Citizens living in a designated storm surge area, low-lying or flood prone area, or in a mobile home without the means to transport themselves and who are unable to use public transportation.

2. Citizens requiring oxygen, dialysis, are visually impaired, or are dependent on electric life support are also eligible for evacuation regardless of whether they live in a designated evacuation area.

3. Citizens who are evacuated may be taken to a Special Needs Shelter, a nursing home, or hospital if prior arrangements have been made. Also, with approval from VOTRAN, citizens may be transported to the residence of a friend, relative, or hotel/motel in a safe area within the county.

4. During a hurricane evacuation, limited resources and time constraints will restrict the amount of assistance provided. Therefore, unless special circumstances apply, individuals who do not meet the Special Needs criteria will not be eligible for Special Needs evacuation assistance.

C. Hurricane Evacuation Priorities

1. The following hurricane evacuation priorities are meant to serve as a guide. They are designed to move those in the greatest danger first. However, exceptions may be made in the interest of maximizing available transportation resources.

   Priority One:
   - Special Needs persons residing in storm surge zones.
   - Special Needs persons residing in low-lying/flood prone areas.
   - Special Needs persons residing in mobile homes.
   - Special Needs persons dependent upon electricity and/or oxygen and the visually impaired.

   Priority Two:
   - Special Needs patients that are hearing impaired.
   - Special Needs patients with mobility issues.
   - Anyone 65 years old or older.
   - Any other individuals who qualify for the Special Needs Program.

2. In the event of a partial evacuation (for whatever reason), only those individuals residing in the areas to be evacuated will be eligible for evacuation/shelter assistance. In addition, for a storm event evacuation, all Priority One Special Needs Patients will be evacuated.

NOTE: When the evacuation order is given, pre-planned transportation assets will immediately disperse to evacuate eligible registrants in the Special Needs Database. Additional transportation resources will also be dispatched as necessary to evacuate those who did not pre-register, but called and were deemed eligible for Special Needs transportation support.
Volusia County Special Needs Standard Operating Procedures and Special Needs Shelter Operations Plan

3. Residents of accredited nursing homes or assisted living facilities are not eligible for Special Needs evacuation support. Florida Statutes, 1995, Chapter 400, Sections 400.23 (2)(g) and 400.441 requires that these facilities maintain a comprehensive emergency management plan that "must provide for plan components that address emergency evacuation transportation; adequate sheltering arrangements; post disaster activities; including emergency power, food, and water; post disaster transportation; supplies; staffing; emergency equipment; individual identification of residents and transfer of records; and responding to family inquiries." Consequently, the owners of such facilities are responsible for providing evacuation transportation and the safe sheltering for their resident customers. Volusia County Emergency Management Division is the review and approval agency for these comprehensive emergency management plans.

D. Admission Criteria for Special Needs Shelters

1. All citizens residing in Volusia County who meet the evacuation criteria listed in paragraph B above, and who fit into any one of the following categories, regardless of age, are eligible:
   - Unable to self-administer frequently required or daily medication injections.
   - Requires daily or more frequent dressing changes.
   - Needs assistance with ostomy management and indwelling catheters.
   - Basic needs must be met by others who are unavailable for this emergency.
   - Requires daily assessment of unstable medical condition by professional nursing personnel.
   - Cardiac or respiratory equipment.
   - Terminal illness, yet ambulatory in need of professional assistance in administering heavy doses of pain medication.
   - Individuals with contagious health conditions that require cautions or isolation that cannot be fulfilled by the local shelter staff.
   - Individuals suffering from mental disorders such as advanced Alzheimer’s disease who require care not available in general population shelters.
   - Any others deemed eligible by the triage nurse.

2. Exceptions: Some individuals who do not meet the above criteria may still be eligible for Special Needs sheltering due to special circumstances. The questions listed below are a guide to determine whether an individual who does not meet normal criteria should go to a Special Needs shelter:
   - Does the individual have a capable care giver?  \(\varepsilon\) Yes \(\varepsilon\) No
   - Does the individual have friends/relatives that he/she can stay with during the emergency?  \(\varepsilon\) Yes \(\varepsilon\) No
   - Can the individual perform daily tasks alone (get out of bed, wash, dress, prepare and eat meals, administer own medications)? \(\varepsilon\) Yes \(\varepsilon\) No
   - Can the individual survive for 72 hours without electricity, running water or outside assistance?  \(\varepsilon\) Yes \(\varepsilon\) No

3. Other Considerations: Special Needs space is limited. Currently, there are less than 4,000 available spaces. Some individuals who are self-sufficient or who have a live-in care provider may be more comfortable remaining in their home or going to a friend or relative's home. Shelters are noisy and crowded, and many elderly patients could become confused, disoriented, and frightened in an unfamiliar environment, surrounded by strangers.
E. Ineligibility Criteria: Individuals with the following conditions will be ineligible for admittance into a SpecialNeeds Shelter (the VCHD maintains the comprehensive list):

- Women experiencing high-risk pregnancies who are within four weeks of estimated date of delivery or any pregnant women in active labor.
- Individuals requiring a ventilator or hospital bed.
- Individuals in sudden, acute medical or emergency condition.
- Individuals requiring 24 hour skilled nursing care.
- Individuals who are not ambulatory.
- Individuals who require 24 hour electrical power for their treatment modality.
- Individuals who are incontinent because of medical conditions.
- Individuals who are psychotic.
- Individuals requiring 24 hour air conditioning.
- Any individual arriving at a Special Needs Shelter whose condition, in the view of the triage nurses, exceeds the capabilities of the Special Needs Shelter. Arrangements will be made to transport these individuals to the nearest available hospital.

NOTE: Special Needs Shelters cannot properly care for acutely ill patients or individuals requiring extensive and/or specialized care. Home health agencies and caregivers should contact the attending physician to arrange for these individuals to be admitted to hospitals in the event an evacuation is necessary.

F. Florida Association for Homes for the Aged (FAHA) Special Needs Evacuation Procedures

1. Only FAHA residents who meet Special Needs shelter criteria will be sent to Special Needs Shelters. Other FAHA residents desiring shelter will be directed to General Population Shelters. A separate database will be developed for FAHA facilities. In this database, only those FAHA residents who require evacuation to a Special Needs Shelter will be individually registered. A separate form will also be inserted into the database for each FAHA facility listing the approximate number of residents who will require transportation to a General Population Shelter. Transportation will also be provided to residents requiring Special Needs sheltering.

In the event of an impending evacuation, FAHA administrators will be informed of the details of the evacuation and asked to update and coordinate transportation requirements.

G. Pets

Pets are permitted in all of the Special Needs Shelters. The pet must be in a container. Shelter Managers will determine a central location for pets; Animal Services will manage the pets.

H. Special Needs Shelter Staffing

1. Special Needs Shelters are staffed by the Health Department and volunteers. A database for medical staff is maintained at the Health Department. Those wishing to volunteer should complete the Special Needs Volunteer registration form and fax (386/246-1748) or mail (49
Keyton Dr Daytona Beach Fl 32124) it to Volusia County Emergency Management Division. A sample form is included in Appendix XX.

2. Call the Special Needs Coordinator at 254-1500 if you have any questions concerning Special Needs volunteers. The matrix below lists recommended staffing levels for Special Needs Shelters.

<table>
<thead>
<tr>
<th>Medical Staff Position</th>
<th>Palm Terrace Elementary CAP: 330</th>
<th>Atlantic High School CAP: 848</th>
<th>Freedom Elementary School CAP: 127</th>
<th>Creekside Middle School CAP: 397</th>
<th>Galaxy Middle School CAP: 416</th>
<th>Heritage Middle School CAP: 397</th>
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<tr>
<td>RN Supervisor</td>
<td>1</td>
<td>2</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>RN/LPN</td>
<td>8</td>
<td>21</td>
<td>3</td>
<td>10</td>
<td>10</td>
<td>10</td>
</tr>
<tr>
<td>Caregiver</td>
<td>22</td>
<td>56</td>
<td>8</td>
<td>26</td>
<td>26</td>
<td>26</td>
</tr>
<tr>
<td>&quot;CPR Trained&quot;</td>
<td>2</td>
<td>2</td>
<td>2</td>
<td>2</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>Medical Director</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Mental Health</td>
<td>2</td>
<td>4</td>
<td>2</td>
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<tr>
<td>Total</td>
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<td>14</td>
<td>8</td>
<td>12</td>
<td>12</td>
<td>12</td>
</tr>
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* "CPR trained not included in totals, as they are part of the nursing/care giving staff.*

This matrix depicts the type/number of medical personnel recommended to staff Volusia county's Special Needs Shelters. These recommendations equate to a ratio of one caregiver/certified nursing assistant to every fifteen Special Needs evacuees and one LPN/RN for each thirty-five/forty Special Needs evacuees.

The State Special Needs Task Force developed the medical staffing recommendations for Special Needs Shelters. These were only recommendations. Staffing levels will vary according to available volunteers. In addition to the medical staff, a shelter management/coordinate staff of at least ten personnel is required. School maintenance personnel, security, and food service personnel augment this staff.
4. RESPONSIBILITIES

A. Volusia County Emergency Management

1. Function as the central coordination point for the County Special Needs Program.

2. Provide overall policy guidance to all agencies involved in the County Special Needs Program.

3. Maintain a central database listing the names and status of all those whose applications for Special Needs transportation and/or shelter support are being reviewed and those whose eligibility for Special Needs evacuation and/or housing has been confirmed.

4. Receive applications from individuals or home health care agencies requesting special needs evacuation assistance and/or sheltering.
   a. Determine eligibility for Special Needs evacuation and shelter support based on criteria listed in this plan.
   b. Enter names and other necessary information from the applications of those eligible for evacuation and shelter support into the Special Needs database.
   c. Inform those who qualify for evacuation support of their shelter assignment by letter.
   d. Inform those who do not qualify for evacuation support of their status by letter.
   e. Maintain a current listing of Special Needs registrants.

5. Serve as the focal point for coordinating volunteer support for Special Needs Shelters.

6. In conjunction with the Health Department, arrange procurement of necessary supplies and equipment for the Special Needs shelters.

7. Provide advance notification to PSN registrants and the Council on aging when a severe weather event is forecast (tropical storm, hurricane, rain event, etc.)

B. Volusia County Health Department

1. Provide supervisory staff nurses to the six Special Needs shelters.

2. Assist Emergency Management with the operation and staffing of the shelters.

3. Provide Emergency Management with a monthly summary of Special Needs patients who have died.

4. Develop and maintain a Special Needs volunteer database.

C. The American Red Cross

1. Purchase required medical and pharmaceutical items, on a fully reimbursable basis, according to a list provided by the Health Department.

2. Coordinate with County Emergency Management staff to provide necessary shelter training to Special Needs Volunteers.

D. Hospice
Volusia County Special Needs Standard Operating Procedures and Special Needs Shelter Operations Plan

1. Maintain a current list of Hospice patients requiring evacuation and/or shelter.
2. Provide nurses/caregivers to the (to be designated) Special Needs shelter to care for HOSPICE patients, and move the HOSPICE command center to the same location.

**NOTE:**
- The Hospice Special Needs list will not be integrated into the Emergency Management data base due to the high turnover of Hospice patients.
- All Hospice patients requiring Special Needs sheltering will be sheltered at the (to be designated) Special Needs shelter.

E. Home Health Care Agencies

1. Educate clients on hurricane evacuation procedures and carefully screen requests for evacuation transportation/shelter support to ensure that only those who meet the Special Needs criteria are registered.
2. Register clients requiring Special Needs evacuation and/or shelter support and forward registration forms to Emergency Management.
3. Maintain an updated list of clients registered for Special Needs support.
4. Upon notification of an impending evacuation from the Emergency Management Division, contact clients registered for evacuation/shelter, alert and prepare them to evacuate.
5. Maintain lists of employees who have volunteered to staff the Special Needs shelters.
6. When notified, alert volunteers to report to designated shelters.

F. Volusia Council on Aging

1. Register clients requiring Special Needs support and forward completed requests to Volusia County Emergency Management.
2. Maintain a current list of clients requiring Special Needs support.
3. If available, provide Spanish speaking volunteers to the Citizen's Information Center to assist Spanish speaking county residents who may have questions about the Special Needs program.
4. Alert Council on Aging volunteers to report to their designated shelter.
5. Maintain a list of personnel who have volunteered to staff PSN shelters.

G. VOTRAN

1. Serve as the central coordinator for Special Needs support.
2. Develop plans for providing transportation assets necessary to evacuate individuals with Special Needs residing in Volusia County.

3. Monitor progress of Special Needs evacuation and ensure sufficient resources are committed to accomplish the evacuation prior to onset of tropical storm force winds.

4. Coordinate with Volusia County School District to augment capacity as required.

5. If necessary, coordinate with the State EOC, Emergency Support Function 1, Transportation (ESF 1) and/or adjoining counties to obtain transportation resources to support the Special Needs evacuation scenario.

6. Maintain a central list of names and destinations of all Special Needs evacuees transported.

7. Coordinate transportation required to return evacuees to their residences or to temporary housing (if they are unable to return to their primary residences).

H. Volusia County School District

1. Coordinate with VOTRAN to provide necessary radio equipped wheelchair capable School District buses to augment VOTRAN resources as required to transport Special Needs registrants to designated shelters.


3. Provide a list of available volunteer driver assistants in conjunction with the Council on Aging who will ride buses and vans to assist with loading and unloading of passengers to the Emergency Transportation Coordinator.

I. Volusia County Fire Services

1. Coordinate with municipal fire/rescue companies as necessary to support Special Needs evacuation.

2. Provide onsite Advanced Life Support (ALS) medical teams to Special Needs shelters in the county. Each team should arrive when the shelter opens and remain until released by the shelter senior medical supervisor. The ALS team will be prepared to respond to medical emergencies that are outside the scope of maintenance care and assist the medical staff when requested with triage decisions.

3. Report any major changes in available resources or significant problems to Emergency Management immediately.

J. Volusia County Sheriff's Department

1. Provide security support to Special Needs shelters as required.

K. Citizens Information Center
Volusia County Special Needs Standard Operating Procedures and Special Needs Shelter Operations Plan

1. Be prepared to receive telephone requests for Special Needs evacuation/shelter support. Immediately relay such requests to ESF-1 and ESF 20.
VOLUSIA COUNTY PSN SHELTER OPERATIONS PLAN

1. SCOPE

   A. Purpose

   1. The purpose of this Section of the plan is to provide direction for the operations of the Volusia County Special Needs Shelters. While each shelter has somewhat different specific procedures due to differences in the buildings and equipment available, this plan will provide general guidance for shelter operations, staffing, and staff duties and responsibilities. Operating procedures for each Special Needs Shelter are attached to this plan as Appendixes 1 through 4.

   B. General

   1. Each shelter will be staffed by a shelter operations team supervised by the Shelter Operations Manager and a medical team supervised by a Nurse Supervisor. The Shelter Operations Manager and staff will normally be drawn from the staff of the shelter facility, School District staff and the Nurse Supervisors will be provided from the Volusia County Health Department.

   2. The Operations Team will be responsible for the general non-medical operations of the shelter to include logistical support. In addition, the Shelter Operations Manager should maintain close coordination with the medical Section and be prepared to assist the medical staff as required. Each Shelter Operations Manager should tailor the plans for his/her facility to the needs of the specific site following these general guidelines, and the appropriate Red Cross shelter management guidelines.

   3. As part of the planning/preparation process, the Shelter Operations Manager should accomplish the following:

      a. Designate key supervisory personnel.

      b. Meet with shelter operations nursing staff, explain the concept of a Special Needs Shelter, and define responsibilities.

      c. Meet with the medical team supervisor and designate specific administrative, billeting, treatment and support areas/rooms for Special Needs, HOSPICE evacuees, and pet accommodations.

   4. The Medical Team will be composed of volunteers from home health care agencies and individual volunteer nurses and caregivers. Nurse Supervisors from the Volusia County Health Department will supervise the team. The Nurse Supervisors will have the primary responsibility for managing and organizing the medical team. Questions regarding care and procedures will be resolved by the on-site or on-call shelter physicians. As part of the planning/preparation process for shelter activation, each Community Health Nursing Program Specialist assigned as a nursing supervisor should accomplish the following:

      a. Make a shelter site visit.

      b. Coordinate with the Operations Manager to make sure shelter operates as smoothly as possible and direct nursing and support personnel.
Volusia County Special Needs Standard Operating Procedures and Special Needs Shelter Operations Plan

c. Meet with assigned/volunteer medical personnel and develop a plan of operation, to include assignment of nursing/medical personnel to key positions.

d. Meet with HOSPICE representative to coordinate specific HOSPICE requirements.

5. It is expected that within 48 to 72 hours after shelter activation, additional volunteer medical staff, arriving from neighboring counties and states, will begin to replace the original shelter staff. These people, plus additional school personnel and the relatives of the patients, will provide a pool of workers to relieve the original shelter staff.

2. Shelter Operations Procedures

1. When notified that shelters will be opened, the Health Department Medical Team Leaders and the Shelter Operations Managers will contact the members of the team and notify them to report. Upon being called, shelter and medical team members will report to their assigned shelters as soon possible. If a Shelter Operations Manager or medical team leader is unavailable (vacation, etc.) the alternate operations manager or team leader should be contacted.

2. The shelter will be staffed by a Shelter Operations Manager and assigned support staff. Upon being notified that special care shelters are to be opened, the Shelter Operations Manager will initiate the staff notification process using pre-planned recall procedures. If any staff is not reached by phone, the remaining staff will report to the shelter and continue the contact procedure at that location.

3. As staff arrive at the Special Needs shelter, they should first report to the staff registration desk for assignments. Some staff will have pre-assigned duties; others will be assigned duties upon arrival.

3. Registration and Pre-Registration

1. A list of individuals pre-registered as requiring Special Needs sheltering will be provided to each Shelter Operations Manager and medical team supervisor. The list should be kept at the registration desk.

2. Each Shelter Operations Manager will have primary responsibility for registration.

3. EVERY Special Needs shelter resident must be registered as soon as possible after entering the Special Needs shelter. The registration area should be established near the shelter entrance. No one should be allowed into the shelter billeting area without first being registered. The Special Needs Registration/ Medical Information Form will be used to register all evacuees (See Appendix x).

4. The registration form file will be used as the basis for reporting shelter population to the EOC. During the evacuation phase, these reports will be due on an hourly basis until the shelter is full/closed.

5. If conditions and resources permit, evacuees who do not meet Special Needs shelter admission criteria will be referred or transported to the nearest General Population shelter.
6. If an evacuee arrives who, in the opinion of the Triage Nurses, requires a level of care that exceeds the capabilities of the Special Needs shelter, the doctor on duty at the shelter or the nurse supervisor will contact the EOC to arrange transport and admission of the evacuee to a hospital.

7. From the registration desk, evacuees will be directed to their designated billeting area. Volunteers should be available to guide evacuees to their designated areas.

8. Shelter Staff Registration: All Shelter Staff must also register. A separate registration area for shelter staff should be established adjacent to the evacuee registration area. All Arriving staff and any accompanying family members must sign the roster. Supervisors will then assign them to appropriate shelter areas and arrange any necessary sleeping arrangements.

9. Job descriptions listing duties and responsibilities for critical staff positions in the shelter are found in Section x of this plan. All Special Needs staff should be briefed on their responsibilities and duties.

10. If medical supplies are needed, the medical team leader should contact the EOC. Arrangements have been made to purchase necessary supplies through Red Cross channels. The representative from County Purchasing and Contracts at the EOC will arrange payment.

11. Each shelter will be provided with the following:
   - A limited number of cots
   - Oxygen tanks and regulators
   - Food supplies
   - Medical supplies
   - Administrative supplies

12. Each Shelter Manager must establish sign-in logs to keep track of all volunteers in the shelter, the general times worked. Family members who accompany patients will be expected, if capable, to volunteer to help in the shelter.

13. Each Shelter Operations Manager should coordinate with security to control parking and determine the best locations for EMS vehicles.

14. Each Shelter Operations Manager is responsible to report to the EOC by telephone or radio when the shelter is open and at hourly intervals during the evacuation stage, and as the situation warrants.

15. Dietary Arrangements:

The School District has overall responsibility for providing food to all Special Needs shelters. Providing food at these locations. Meals should be planned and prepared keeping the dietary needs of the elderly in mind. A minimum of three days supply of food should be on hand to support each Special Needs shelter.

Individuals requiring specialized diets or supplements and evacuees requiring tube feeding must bring at least a three day supply of their required diet, as these items will most likely be unavailable in the shelter.

A limited supply of baby formula will be available at each shelter. However, parents/caregivers of Special Needs infants should bring at least a three day supply of formula or special dietary foods with them.
Volusia County Special Needs Standard Operating Procedures and Special Needs Shelter Operations Plan

Each Shelter Operations Manager is responsible to ensure that adequate food, supplies and staff are available to feed residents and staff. Any problems should be reported immediately to the School District representative at the EOC.

4. Shelter Closing

1. Returning evacuees to their residences
   a. Once the storm ends, evacuees cannot be kept in a shelter against their will. Those evacuees with their own transportation may leave when roads are clear. However, they should be advised of any circumstances, major damage or travel restrictions that may prevent them from returning home.

   b. No County vehicle will enter a restricted area for the purpose of returning evacuees to their homes.

   c. The Transportation Coordinator will coordinate with VOTRAN and the School District to arrange return transportation of evacuees to either their homes or to temporary housing.

   d. If, upon arriving at an evacuees residence, the building is found to be uninhabitable, the driver will contact ESF-1 and return the evacuee either to the Special Needs shelter or to appropriate temporary housing.

   e. Evacuees who cannot return home because of storm related damage will be moved to temporary housing as soon as possible after the storm.

2. Closing of Facilities and Return of Equipment:
   a. Each Shelter Operations Manager will be responsible for clearing the Special Needs Shelters. They will coordinate with the medical staff members to assure that medical equipment is returned to the appropriate rental agency, and that all medical supplies are returned to their proper storage locations. The Medical Supervisor will be responsible to ensure that all bio-hazardous waste is removed from the shelter and disposed of in accordance with EPA rules. All staff and volunteers should cooperate to return the facility to its pre-shelter condition.

   b. All records, to include registration forms, medical information forms and any other medical records should be boxed and prepared for shipment to the EOC.

   c. Any damage to the facility caused by its use as a shelter should be documented and submitted to the Director, Volusia County Emergency Management for possible reimbursement.

3. Individual shelter plans are appended to this plan as Appendixes 12-15. Each contains: A floor plan depicting the locations of all major facilities, a map of the grounds showing parking areas with entrances and exits depicted and any special instructions.
5. Shelter Activation Notification Procedures

1. This plan will be activated any time a situation occurs that may require sheltering of People With Special Needs. The plan will be activated and Special Needs Shelters will open at the direction of the Director, Emergency Management or his designated representative. The EOC staff will notify key individuals as indicated on the shelter activation notification diagram.

2. Upon being notified of shelter activation, each Shelter Operations Manager will notify his/her key staff and volunteers to report to their assigned shelter as soon as possible.

3. The Volusia County Health Department will notify the nurse supervisors for each shelter and appropriate points of contact from home health agencies and any other volunteer agency providing volunteers to the medical team.

4. Upon receiving the shelter activation alert, the Director, VOLUSIA/FLAGLER HOSPICE will notify appropriate staff to report to the Special Needs Shelter. In addition, HOSPICE will FAX or deliver the list of HOSPICE patients requiring evacuation using the short version of the registration form.

NOTE: Because of the time required to notify all potential Special Needs evacuees, the EOC will attempt to begin the notification process when a Hurricane Watch is declared. The goal will be to have a complete list of those requiring transportation to ESF-1 and ESF-20 before an evacuation order is announced.

6. Triage/Registration

1. All incoming evacuees will report to the registration and triage desks. The EOC will furnish each Special Needs shelter with a printout containing the names and medical information of individuals who have registered and have been approved for Special Needs sheltering.

2. The Special Needs Registration/Medical Information form will be used to register all occupants.

3. The triage desk will screen all incoming evacuees to select evacuees who have not registered meet Special Needs admission criteria as detailed in this plan. Based on medical information provided, the triage desk will assign evacuees to the appropriate area within the shelter.

4. Colored stick on dots will be placed on registration forms or forms will be annotated with an (h) or (p) to indicate where the person will be assigned in the shelter. Shelters will be sectioned into color-coded areas and areas marked by one of the three letters as listed below. (Ex: oxygen dependent - red dotted, will be assigned to red coded area).

RED - persons who are oxygen dependent
YELLOW - persons whose condition requires close monitoring, medications which cannot be self-administered and/or require a high level of care.
GREEN - persons needing minimum care
BLUE (H) - persons assigned to HOSPICE
BLUE (P) - Special Needs children and their parents/caregivers
Volusia County Special Needs Standard Operating Procedures and Special Needs Shelter Operations Plan

5. Color-coded wristbands corresponding to the color of the Section where the evacuee will be assigned will be provided to all Special Needs shelter residents. These wristbands must be worn at all times.

6. If possible, caregivers will be assigned to the same area as the person to whom they provide support. Caregivers will wear the same color wristband as the individual they are accompanying.

7. Special Needs Shelter Staff Duties/Responsibilities

1. GENERAL:
   a. All staff and volunteers will report to their assigned shelters as soon as possible after notification has been received. See Section X for notification procedures. Listen to local radio or television stations, NOAA RADIO, or the Weather Channel for information/instructions.
   b. Two twelve hour shifts will be worked. Supervisors and as many volunteers as possible should report to shelter at least four (4) hours before it officially opens.
   c. Nurse Supervisors from the Volusia County Health Department will plan, organize, and coordinate the triage in the Special Needs shelters. They will also assign nurses to provide care to persons who are in need of special nursing care.

A. Medical Staff Responsibilities

1. Physician
   a. Physicians (if available) will be responsible for the diagnosis and appropriate treatment of any acute illness that develops in patients already admitted to the shelter. The physician will work closely with the nursing staff to resolve patients' problems and assess the needs of shelter residents. The physician will advise the Shelter Manager as to what medications, supplies and equipment he (or she) will need to have available at the site.
   b. If a physician is not present in a shelter, the Fire/Rescue EMS team assigned to each Special Needs Shelter will be in radio contact with their designated on call physician who will provide medical advice when necessary.

2. Nurse Supervisor/Assistant Nurse Supervisor
   a. Responsible for overall supervision of medical staff to ensure that all Special Needs evacuees are given appropriate care and prompt treatment.
   b. Major duties are listed below
      - Report to assigned shelter in appropriate, comfortable clothing, at the agreed time.
      - Coordinate with the Shelter Operations Manager and the Red Cross Registration Coordinator to allocate space, establish registration/ triage procedures in the shelter.
- Review inventory of on-hand medical supplies, inform the Shelter Manager if additional supplies are needed. Use Red Cross form for ordering of all supplies and provide request to EOC for action.

- Consult with shelter physicians concerning medical management plans for medically dependent occupants.

- Assign nurses and other health services personnel to appropriate duties, e.g.: registration and triage, and supervisory positions.

- Appoint nurses and other health professionals to supervisory positions as necessary.

- Assign nurses and other health care professionals to 12-hour shifts.

- Ensure that each nurse has identification, color-coded according to area assigned.

- Establish nursing care priorities and plan for health supervision.

- Make sure that all members of the shelter medical staff receive adequate instructions.

- Review medical/nursing protocols, special treatment, and general health needs with the medical and nursing staff.

- Establish procedure for accurate record keeping. Ensure that all treatment provided is recorded and that records are maintained in a central location.

- Record all medical information on the medical information form. This form will be used, as record for all Special Needs evacuees. It will be attached to the registration form and maintained on file for each patient. To assist in patient tracking, a central file listing all evacuees must be retained in the shelter admin area.

- Ensure that each Section (nursing station) keeps a list of all medically dependent evacuees and their nursing needs.

- Consult with nutritionist/food service supervisor to review meal plan and resources available for modified diets for health or religious reasons.

- Plan with Shelter Operations Manager for initial and periodic health inspection of the shelter.

- Coordinate with the Shelter Operations Manager to establish procedures to handle bio-medical waste.

- Coordinate with available mental health professionals and any volunteer religious leaders to develop a plan to meet mental health / counseling needs.
Volusia County Special Needs Standard Operating Procedures and Special Needs Shelter Operations Plan

- Establish and maintain a log of daily activities. Provide daily reports of significant activities to the EOC.

- Establish and maintain records of hours worked by the medical staff. Provide it to the Shelter Operations Manager on a daily basis. Keep a list of all supplies ordered/received and used.

- Remain until relieved.

- Upon closing the shelter, inventory supplies used. Report used, broken or unusable equipment to the Shelter Manager.

3. Shelter Nurse

1. The Registered Nurse/ Licensed Practical Nurse will be responsible for provision of all nursing services in the Special Needs shelter. Nurses will follow the established protocols and additional medical/nursing procedures for the Special Needs shelters. The shelter physicians may authorize the nurse to provide health care outside the scope of protocols when medically indicated.

2. Major Duties Include

- Report to the assigned shelter in appropriate comfortable clothing as soon as possible upon being notified.

- Report to nurse/Shelter Manager and sign in.

- Get assignment from lead nurse.

- Become familiar with shelter floor plan.

- Assist with making shelter ready for occupants.

- Review medical/nursing protocols, special treatments, and general health needs with the nursing staff.

- If assisting with registration/triage, fill out medical needs information (if not pre-registered) form on all medically dependent evacuees and complete the record form 5672 on all other shelter occupants.

- Assist in maintaining accurate and complete records on all patients. File all medically dependent evacuees' records in alphabetical order.

- Maintain a list of evacuees assigned to your area and their nursing needs.

- Make rounds and be sure all nursing care procedures are accomplished at the appropriate time and are properly recorded.

- Ensure that all medications are taken/given at the appropriate times.
• Consult with shelter/on call physician as necessary when there is a question concerning medical/nursing care.

• Keep lead nurses/Shelter Manager informed of medical, nursing and health situations, activities, needs and plans.

• Recruit helpers from assigned volunteers and evacuees as needed.

• Supervise medical assistants / volunteer caregivers as necessary

• Give care and/or reassurance as needed.

• Report to your lead nurse when going off duty. Do not depart station until released.

• When shelter is closed, assist with supply inventory. Report used, broken or unusable equipment to lead nurse/Shelter Manager.

4. Triage Nurses

• Screen non-pre registered evacuees using criteria established in Section x of this plan.

• Interview evacuees and complete the medical information portion of the Special Needs Registration Appendix 4 for sample form.

• Direct those evacuees who meet Special Needs admission criteria to the registration desk to complete their in processing.

• If conditions permit, direct evacuees who do not meet Special Needs criteria to the red cross shelter desk where they will be directed to the nearest Red Cross Shelter and, if necessary provided with transportation. If the "no travel" announcement has been made, all evacuees will be admitted and registered regardless of whether or not they meet criteria.

• Coordinate with the shelter physician and EMS team to arrange admission, to the nearest appropriate hospital, of evacuees whose condition exceeds the capabilities of the Special Needs shelter.

9. Shelter Operations Staff

a. Shelter Operations Manager

1. Primary Responsibilities: The Shelter Operations Manager will be primarily responsible for the general operation and logistical support to the shelter, to include: opening and closing the shelter, shelter maintenance; custodial support; meal planning and serving; security; inventory, and storage and distribution of required supplies. In addition, he/she will be responsible for maintaining close coordination with the medical team supervisor, providing required reports to the EOC, and for maintaining cordial relations with the press. This person should be a trained shelter manager.
2. Additional responsibilities include:
   - Coordinate registration and other activities with the Nurse Supervisor.
   - Notify the EOC when the shelter becomes operational.
   - Make staff assignments.
   - Designate special rooms for staff and caregivers; coordinate with the Medical Team Supervisor to designate rooms for use by medical staff.
   - Insure shift schedules are established for shelter management staff.
   - Put up signs and direction arrows as needed throughout the facility.
   - During the initial opening period and during shelter closing, report to Emergency Operations Center approximately every hour on shelter status. Report should include shelter population, number of staff, and significant problem areas.
   - Provide daily reports to the EOC regarding number of meals served, number of occupants, number of staff, and any significant problem areas.
   - Keep a record of hours worked by the shelter management staff.
   - Coordinate with nurse supervisor to review inventory control policies and procedures for requesting logistical and medical supply support. Designate personnel to maintain an inventory and to control distribution of supplies.
   - Coordinate with Medical Team Leader to provide necessary information for shelter staff and evacuees to include: meal schedules, shelter policies and procedures, work schedules, status of the hurricane, status of response/recovery efforts, shelter census, and responses to issues raised by staff or evacuees.
   - Serve as primary media point of contact for each shelter; coordinate with county PIO.

b. Volunteer Coordinator

1. The Shelter Operations Manager supervises the Volunteer Coordinator.

2. Volunteer Coordinator’s Duties include:
   - Contact the Shelter Operations Manager upon arrival.
   - Serve as Assistant Shelter Operations Manager.
   - Coordinate volunteer services and needs with the shelter medical supervisor and the Shelter Operations Manager.
• Recruit volunteers from incoming people.
• Keep and maintain records on all volunteers, documenting names and hours worked.
• Establish work schedules for volunteers, ensuring that all areas have sufficient assistance to operate.

C. Billeting Coordinator

1. The Billeting Coordinator is designated by and works for the Shelter Operations Manager.

2. Billeting actions must be coordinated with the Medical Team Supervisor.

3. Major Duties Include:
   • Coordinate with Supply Officer as needed.
   • Determine floor plan for arrangement of cots and mattresses.

   NOTE: Consider accessibility, wide aisles (to accommodate wheelchairs, etc.) perimeters, location of rest rooms, etc. Also, keep families together whenever possible.

   • Issue blankets and linens to residents as needed. The medical personnel may issue cots only to those determined eligible.
   • Keep a record of hours worked by billeting staff and submit it to the Volunteer Coordinator.
   • Monitor the sleeping areas at all times, using assigned volunteers.

D. Family Services Coordinator

1. Major duties include:
   • Set up a television, if available, in an appropriate location for public viewing.
   • Ensure television area is monitored.
   • Set up/maintain an information center to provide information to the patients and staff to include: meal schedules, weather updates and hurricane information, etc.
   • Coordinate with mental health professionals or religious counselors, if available, to provide assistance when needed by patients.
   • Refer serious problems to the Shelter Operations Manager.
E. Supply and Equipment Officer

1. Major Duties Include:
   - Maintain an inventory of all medical and first aid supplies.
   - Receive, store and safeguard supplies and equipment.
   - Issue supplies to designated individuals upon presentation of requisition order or as instructed by Operations Manager.
   - Maintain lists of all Red Cross equipment and all borrowed equipment.
   - Coordinate with the EOC for purchase/rental of required equipment and supplies. Maintain accurate records pertaining to all purchase/rental requests to include amount and disposition of equipment received.
   - Assist in closing the shelter.
   - Collect and inventory all Red Cross equipment.
   - Report loss or damage to borrowed equipment to Shelter Operations Manager.
   - Submit receipts showing the return of all borrowed equipment to the Shelter Operations Manager.
   - Keep a record of hours worked by supply and equipment staff and submit it to the Shelter Volunteer Coordinator.
   - Keep Shelter Operations Manager informed of all shortages and needs.

F. Food Service Coordinator

1. The Food Service Coordinator is responsible for feeding all shelter evacuees and staff.

2. Major duties include:
   - Inventory all food supplies and keeps Shelter Operations Manager informed as to food supplies on hand and needed supplies.
   - Set up of a snack bar as soon as possible (coffee, cookies, tea, cola, etc) for workers and evacuees.
   - Arrange for transport of food from cafeteria to shelter; direct the delivery of the food to the evacuees.
   - Maintain records of hours worked by food service staff and submit to the School District.
   - Maintain receipts for all food/food related supplies obtained through the Red Cross.
• Maintain a record of the number of meals served each day (breakfast, lunch, and dinner).

• Assist in cleaning the shelter.

• Submit (to Shelter Operations Manager) total number of meals served during the time the shelter was open.

• Restore Food Service Area to its former condition.

G. Maintenance Supervisor

1. Is responsible for the maintenance and cleanliness of the shelter facility.

2. Major Duties Include:
   • Supervise and coordinate activities with the facility maintenance staff.
   • Dispose of trash as needed.
   • Ensure that rest rooms and shower areas are clean and re-supplied as necessary.
   • Maintain (in conjunction with the maintenance personnel) all auxiliary power equipment and emergency generators.
   • Keep a record of hours worked by the maintenance staff and submit it to the Shelter Operations Manager.
   • Assist in closing shelter; supervise the final clean up to restore shelter to original condition.

H. Registration Coordinator

1. Major Duties Include:
   • Coordinate registration location with Shelter Operations Manager.
   • Establish registration procedures. Consider:
     1. Walk-ins (those not pre registered). Send to triage to ensure that they meet Special Needs admission criteria. After triage, send to registration.
     2. Pre-Registered (Those whose names appear on the list provided by Emergency Management)
     3. Organize 3 lines for pre-registered; example: Line 1: "A"-"F"; line 2: "G"-"P"; line 3: "Q"-"Z".
4. One nurse should be at each registration line to assist registration. The nurse will be responsible for reviewing registration/medical information forms, ensuring each registrant is assigned to the appropriate area of the shelter, and issuing necessary supplies and equipment.

- Direct new arrivals to the billeting coordinator area where they will be directed to their assigned billeting area and issued necessary equipment and supplies i.e.: cots, bedding etc.

- The medical information portion of the Special Needs Registration Form must be completed and maintained on file for each evacuee.

- Identify skills of family members and provide data to the Volunteer Coordinator.

- Hourly, or as requested, from the start of the registration process, provide the Shelter Manager with an updated report on the number of evacuees registered.
### SPECIAL NEEDS EVACUATION PREPARATION CHECKLIST

#### PHASE I: HURRICANE MAY IMPACT VOLUSIA COUNTY

<table>
<thead>
<tr>
<th>ACTION</th>
<th>COMPLETED</th>
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</thead>
<tbody>
<tr>
<td>a. Alert County Health Department; request they contact volunteer employees</td>
<td></td>
</tr>
<tr>
<td>b. Alert ARC, advise that Special Needs shelters may be required to be open</td>
<td></td>
</tr>
<tr>
<td>c. Alert School District Administration (Fred Miller)</td>
<td></td>
</tr>
<tr>
<td>d. Alert Home Health Agencies</td>
<td></td>
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<tr>
<td>e. Alert Council on Aging</td>
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<tr>
<td>f. FAX lists of medical volunteers to all agencies who have agreed to furnish volunteers</td>
<td></td>
</tr>
<tr>
<td>g. Alert purchasing; provide updated list of requirements</td>
<td></td>
</tr>
<tr>
<td>h. Alert VOTRAN</td>
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</tr>
<tr>
<td>i. Prepare updated list of registrants requiring transportation. Lists should be sorted by destination, street name/number and by evacuation priority. Provide lists VOTRAN and School District.</td>
<td></td>
</tr>
<tr>
<td>j. Alert Volusia County School District</td>
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<tr>
<td>k. Alert EVAC</td>
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<tr>
<td>l. Alert Salvation Army</td>
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</tbody>
</table>
### SPECIAL NEEDS EVACUATION PREPARATION CHECKLIST

**PHASE II: HURRICANE WATCH**

<table>
<thead>
<tr>
<th>ACTION</th>
<th>COMPLETED</th>
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<tbody>
<tr>
<td></td>
<td>(Date/Time/Initial)</td>
</tr>
<tr>
<td>a. Contact Health Department; request list of nurses assigned to each shelter</td>
<td></td>
</tr>
<tr>
<td>b. Contact School District Administration (Fred Miller); advise of possible shelter openings</td>
<td></td>
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<tr>
<td>c. Contact Home Health Agencies; request that they confirm volunteers</td>
<td></td>
</tr>
<tr>
<td>d. Contact HOSPICE; advise them to begin alerting clients that a Hurricane evacuation could be expected within 12-24 hours.</td>
<td></td>
</tr>
<tr>
<td>e. Contact Council on Aging; provide a list of registrants to call and advise of the possibility of an evacuation within 12-24 hours. Request they begin returning annotated pages of the list ASAP.</td>
<td></td>
</tr>
<tr>
<td>f. Contact Purchasing; advise that supplies and equipment may/will be required within 12-24 hours. If necessary prioritize supplies/equipment required</td>
<td></td>
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<tr>
<td>g. Contact VOTRAN; advise that an evacuation is likely within 12-24 hours</td>
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<tr>
<td>h. Contact School District advise to be prepared to begin transporting Special Needs evacuees within 12-24 hours</td>
<td></td>
</tr>
<tr>
<td>j. Contact School District; advise that supplies may be required within 12-24 hours</td>
<td></td>
</tr>
<tr>
<td>k. Contact hospitals; advise them to begin priority discharge and to be prepared to accept Special Needs evacuees.</td>
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</tbody>
</table>
APPENDIX 1 TO THE BASIC PLAN (Cont.)

SPECIAL NEEDS EVACUATION CHECKLIST
PHASE III: Actions to be taken prior to shelter opening: Decision is made to evacuate.

<table>
<thead>
<tr>
<th>ACTION</th>
<th>COMPLETED</th>
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<tbody>
<tr>
<td>a. Contact Health Department; request that nurses report to their designated shelters</td>
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</tr>
<tr>
<td>b. Begin calling Special Needs Registrants required to evacuate. Use automatic call down system (if operational).</td>
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</tr>
<tr>
<td>c. Call Purchasing; request they activate appropriate resource orders.</td>
<td></td>
</tr>
<tr>
<td>d. Contact Transportation Coordinator; prepare to begin transporting Special Needs registrants.</td>
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</tr>
<tr>
<td>e. Prepare lists of registrants assigned to each shelter, and ensure that they are provided to each Special Needs Shelter Medical Supervisor.</td>
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</tr>
<tr>
<td>f. Contact hospitals; alert them that they will receive pre-designated patients whose condition exceeds the capabilities of the Special Needs Shelters.</td>
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</tr>
<tr>
<td>g. Contact Home Health Agencies; advise that evacuation is about to begin. Request that they contact employees who have volunteered to staff shelters.</td>
<td></td>
</tr>
<tr>
<td>h. Contact School District, EVAC, Fire Services. Alert that Special Needs evacuation is about to begin.</td>
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</tr>
</tbody>
</table>
Yolusia County Special Needs Evacuation and Special Needs Shelter Plan

APPENDIX 2 TO THE BASIC PLAN

SPECIAL NEEDS SHELTER CLOSEOUT CHECKLIST

PHASE IV: Actions to be taken when decision is made to close a shelter

<table>
<thead>
<tr>
<th>ACTION</th>
<th>COMPLETED</th>
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</thead>
<tbody>
<tr>
<td>a. Alert Staff that Shelter is about to close</td>
<td></td>
</tr>
<tr>
<td>b. Alert shelter residents that shelter is preparing to close</td>
<td></td>
</tr>
<tr>
<td>c. Assist shelter residents with preparations to leave</td>
<td></td>
</tr>
<tr>
<td>d. Coordinate transportation requirements with EOC</td>
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<tr>
<td>e. In conjunction with Transportation coordinator, finalize plan to transport shelter residents home or to alternate locations.</td>
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<tr>
<td>f. Ensure that all departing residents and their belongings are accounted for.</td>
<td></td>
</tr>
<tr>
<td>g. Gather up and inventory all rental equipment, Segregate by type, and provide inventory to EOC (Purchasing)</td>
<td></td>
</tr>
<tr>
<td>h. ESF-20 Call rental Agencies advise them to pick up their equipment.</td>
<td></td>
</tr>
<tr>
<td>i. As shelter residents leave, take down cots and collect them in a single location for shipment to storage area.</td>
<td></td>
</tr>
<tr>
<td>j. Call ESF-20 arrange for removal of all BIOHAZARD waste.</td>
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<td>k. Collect shelter supplies and move them to the storage area.</td>
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<td>l. Collect trash from shelter area and move to trash collection points.</td>
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<td>m. Provide frequent updates to the EOC, advise of any problems areas.</td>
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<tr>
<td>n. If contractors/vendors are unable to pick up rental equipment, arrange with Shelter Operations Manager to store in a secure area. Provide list of equipment left at shelter to EOC.</td>
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<tr>
<td>o. Advise EOC when all residents have departed the shelter.</td>
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<tr>
<td>p. Make final check of the shelter. Ensure that electricity is turned off where not needed and that all areas of the kitchen are properly secured.</td>
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<tr>
<td>q. Advise EOC when shelter is closed</td>
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</table>
APPENDIX 3 TO THE BASIC PLAN

DON'T LEAVE HOME WITHOUT THEM

When Evacuating To A Shelter, Bring The Following Items:

ALL REQUIRED MEDICATIONS AND MEDICAL SUPPORT EQUIPMENT: Wheel chair/walker, oxygen, dressings, feeding equipment, ostomy, etc.

Any specific medication or care instructions. Name phone number of physician/home health agency/hospital where you receive care.

2. SPECIAL DIETARY NEEDS: Only regular meals will be provided.

3. SLEEPING GEAR: Pillows, blankets, Portable cot or air mattress, folding chairs.

4. IMPORTANT PAPERS: i.e.: Insurance papers, doctors orders.

5. IDENTIFICATION: With photo and current address.

6. CASH: Check cashing/credit card services may not be available for several days after the storm. BUT: Don't bring too much! There will be no place to secure money or valuables at the shelter.

7. COMFORT ITEMS: Personal hygiene items, snacks, small games, cards, reading material, etc.

8. EXTRA CLOTHING: An extra set of comfortable clothing and a few extra sets of underwear and socks.
## APPENDIX 4 TO THE BASIC PLAN

MAPS TO SPECIAL NEEDS SHELTERS AND SHELTER INFORMATION POINTS

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<thead>
<tr>
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<td>Freedom Elementary</td>
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<td>Galaxy Middle</td>
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<tr>
<td>Heritage Middle</td>
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<td>Atlantic High</td>
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<td>Deltona High</td>
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<td>Pine Ridge High</td>
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