

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter "MOU") is made and entered into this 26th day of April, 2017, by and between PINELLAS COUNTY, a political subdivision of the State of Florida, (hereinafter "County"), and the SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA (hereinafter "School Board") by and through the Superintendent of Schools.

WITNESSETH:

WHEREAS, the County is a "local emergency management agency" pursuant to Chapter 252, Florida Statutes, and therefore has the responsibility for Emergency Management for the County; and

WHEREAS, the parties desire to cooperate in the interest of public safety by providing shelter facilities before, during, and following a disaster; and

WHEREAS, the School Board is undertaking certain enhancements in the areas of life safety at Largo High School, including but not limited to, installing an emergency water supply, upgrading the base generator to a 700 KW generator, and ensuring proper air circulation for a period of 8 hours; and

WHEREAS, the County would use **Buildings 1, 2, 3, and 4** at Largo High School for hurricane risk shelter space for the public; and

WHEREAS, the County herein agrees to provide funding not to exceed a total of **\$515,867.11** for the work specified in the attached Scope of Work and Construction Capabilities Document; and

NOW, THEREFORE, in consideration of the premises and of the mutual covenants, terms and conditions herein set forth, the parties agree as follows:

Section 1. Purpose.

In order to increase its Emergency Management Shelter Capability, the County agrees to provide funds to the School Board to have the enhancements and retrofits completed at Largo High School as outlined in the Scope of Work and Construction Capabilities Document attached hereto and incorporated herein by reference.

Section 2. Obligations of the School Board.

The School Board shall contract for all the necessary design and construction work related to the attached Scope of Work and Construction Capabilities Document; and shall utilize a competitive, public process to select Vendors to perform such work. The School Board shall be solely responsible and liable for the operation and maintenance of the enhancements and retrofit items at Largo High School constructed in accordance with the attached Scope of Work and Construction Capabilities Document. Additionally, the School Board shall be solely responsible for resolving any disputes arising or resulting from any contract disputes connected to performance of the attached Scope of Work and Construction Capabilities Document, and shall be responsible for insuring that the Scope of Work and Construction Capabilities are completed. The School Board agrees to refund any monies provided by the County in accordance with this MOU for work not completed in accordance with the Scope of Work and Construction Capabilities Document. All such work has, in fact, been completed and the dates of the projects were as follows: June 2014 through August 2016.

Section 3. Obligations of the County.

The County herein agrees to provide funds up to amount of **\$515,867.11** for the enhancements and

retrofit work identified in the Scope of Work and Construction Capabilities Document. The County shall not be responsible for the ongoing operation and maintenance of the enhancements and retrofit items at Largo High School. The funding source(s) for this project shall come from the Pinellas County Capital Improvement Fund, Emergency Management Department, Community Building Emergency Shelter Projects account, and Aid to Government Agencies.

Section 4. Payment.

The County shall make payment(s) in an amount up to and including **\$515,867.11** for the work as scheduled in the attached Scope of Work and Construction Capabilities Document and in accordance with any and all deliverables as set forth in the Scope of Work and Construction Capabilities Document. All payments shall be made in accordance with the Florida Local Government Prompt Payment Act (Section 218.70, et. seq. *Fla. Stat.* (2014)) and shall be made based upon the substantial completion points occurring during the course of the Scope of Work and Construction Capabilities Document with final payment occurring upon satisfactory demonstration to the County of project completion, inspection and testing of said enhancements stated in the Scope of Work and determination that the items in the Capabilities Document have been provided for.

Section 5. Indemnification and Disclaimer.

Notwithstanding any other provision in this MOU, the School Board assumes all risks relating to performance of the Scope of Work and Construction Capabilities Document and agrees to be solely liable for any claims, loss, damage, and other expenses, including attorney's fees and costs, arising from performance of the Scope of Work and Construction Capabilities Document, to the extent permitted by Sect. 768.28, *Fla. Stat.* (2014). The County expressly disclaims any and all responsibility or liability to the School Board or third persons for the actions of the School Board

or third persons resulting in death, bodily injury, property damage, or any other losses resulting in any way from the School Board or third person's performance of the Scope of Work and Construction Capabilities Document. The acceptance by the School Board of funding from the County under this MOU does not in any way constitute an agency relationship between the School Board and the County. Additionally, nothing in this MOU shall be interpreted as a waiver of the County's or School Board's sovereign immunity or an extension of their respective liability beyond the limits established in Section 768.28, *Fla. Stat.* (2014).

Section 6. Effective Date and Termination.

This MOU shall become effective upon the signing by both parties. This MOU shall continue in force and effect until the completion of the performance of the Scope of Work and Construction Capabilities Document and completion of the obligations of the parties hereunder, or until terminated by mutual consent by the parties as evidenced in writing. Additionally, this MOU may be terminated for lack of appropriation of funds described in paragraph 7. below. Notice shall be given to the other party and delivered by certified mail, return receipt requested, to the following individuals as designated by the County and the School Board:

As to County:

Sally Bishop
Director of Emergency Management
10750 Ulmerton Road, Building 1, Suite 267
Largo, FL 33778

As to School Board:

Clint Herbic
Associate Superintendent, O.S.
11111 S. Belcher Rd.
Largo, FL 33773

Section 7. Fiscal Non-funding

It is understood that neither this MOU nor any representation by any County employee or officer creates any obligation to appropriate or make monies available for the purpose of the MOU beyond the fiscal year in which this MOU is executed. No liability shall be incurred by the County, or any department, beyond the monies budgeted and available for this purpose. If funds are not

appropriated by the County for any or all of this MOU for a new fiscal period, the County shall not be obligated to pay any sums provided pursuant to this MOU beyond the portion for which funds are appropriated. The County agrees to promptly notify the School Board in writing of such failure of appropriation, and upon such notice, this MOU shall terminate on the last day of the current fiscal period without penalty to the County.

Section 8. Entire Agreement.

This MOU constitutes the entire agreement between the parties, may be amended, only in writing and signed by all parties to this MOU.

[REMAINDER INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date stated above.

PINELLAS COUNTY, by and through
Its Board of County Commissioners

SCHOOL BOARD OF PINELLAS
COUNTY, FLORIDA

By: *Janet C. Long*
Janet C. Long, Chairman

By: *Michael A. Grego*
Michael A. Grego, Ed.D.
Superintendent

Date: 4-26-2017

Date: 3/9/17

WITNESS:
By: *Flora D. Long*

WITNESS:
By: *Marsha Ward*

Name/Title: Deputy Clerk
for Ken Burke, Clerk of
 Circuit Court & Comptroller

Name/Title: Secretary

APPROVED AS TO FORM

APPROVED AS TO FORM

By: *[Signature]*
Office of the County Attorney

By: *Marsha J. Waller*
School Board Attorney