

INTERLOCAL AGREEMENT BETWEEN PINELLAS COUNTY AND THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA

THIS INTERLOCAL AGREEMENT is made and entered into by PINELLAS COUNTY, (hereinafter referred to as "County") a political subdivision of the State of Florida, and the SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA, (hereinafter referred to as "School Board").

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, in furtherance of the County's Comprehensive Emergency Management Plan, the County and the School Board desire to cooperate in the interest of public safety by providing facilities and necessary personnel to staff such facilities, supplies, transportation assistance for evacuations and sites for the collection of animals, following a disaster; and

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

Section 1. Purpose. The purpose of this Agreement is to provide for cooperation and coordination between the County and the School Board in carrying out joint responsibility to serve the citizens of Pinellas County during disasters or enemy attack, by providing facilities, staffing and transportation for the evacuation of citizens in preparation for or following a disaster and sites for the collection of animals following a disaster.

Section 2. Definition of Disaster. A disaster is an occurrence such as a hurricane, tornado, storm, flood, high water, wind-driven water, tidal wave, earthquake, drought, pestilence, famine, civil disturbance, fire, explosion, building collapse, transportation accident, hazardous material incident, terrorist attack, or other situation that is life threatening, causes human suffering or creates human needs that the victims cannot alleviate without assistance.

Section 3. Duties of the County: The County through its Department of Emergency Management agrees to:

- A. Recommend facility, supplies, staffing and transportation requirements.
- B. Identify priorities.
- C. Provide general guidance on the type of buses required.

- D. Identify origins and destinations and/or staging locations.
- E. Provide items A - D to the School Board with as much advance notice as possible.
- F. Provide desk positions within Pinellas County Emergency Operations Center (EOC) for the School Board representatives. Initially, there shall be one (1) position but by mutual agreement this may be expanded to meet emergency needs.
- G. Pre-plan major evacuation and pre-designate locations and requirements to the maximum extent possible.
- H. Provide technology in support of efficient communications from EOC to the School Board to the maximum extent possible.
- I. Cooperate with the designated facility manager.
- J. Provide appropriate medical and personal care staff as available at shelters designated as special care facilities.
- K. Coordinate public announcements of shelter opening with designated School Board liaison persons.
- L. Coordinate shelter evaluation surveys of existing and new school facilities.

Provided further that: The County through its Department of Animal Services agrees to:

- A. Use collection sites only in the recovery phase and then for a limited period of time, not to exceed a 36-hour holding period for animals.
- B. Staff temporary collection sites with Animal Service personnel and/or volunteers. Staff will receive the animals, provide emergency identification tags, food/feed, water, and service.
- C. Operate temporary collection sites, only after a storm/hurricane. Pre-storm shelter for animals is the responsibility of the owner.
- D. Provide for cleanup and restoration of collection sites after a designated holding period ends.
- E. Staff Pet Friendly Shelters with Animal Service personnel and volunteers. Staff will receive animals, provide emergency identification tags, food/feed and water, in accordance the Pinellas County Pet Friendly Shelter plan, attached hereto as Exhibit A.

Provided further that: The County through its Department of Emergency Medical Services/Fire Administration agrees to provide basic medical supplies and oxygen at shelters designated with Special Care Units.

Section 4. Duties of the School Board: The School Board agrees to:

- A. Provide insofar as practical and not inconsistent with the School Board's primary duty, the facilities and buildings mutually agreed upon by County and School Board liaison in advance of an area-wide potential disaster or immediately after an area-wide disaster has occurred. Facilities and buildings to be utilized in case of a localized disaster shall be arranged between persons serving as liaison for the County and for the School Board and may extend to a local school facility.
- B. Provide such employee support personnel and existing equipment use as are needed to facilitate coordination and delivery of centralized emergency disaster support covered by this Agreement. This includes the re supply of identified shelters with food and water, and sufficient fuel reserves to insure uninterrupted transportation services to the extent possible. Where additional transportation resources are required to maintain re supply of the shelters, the School Board shall rent or lease such resources and submit to the County such costs for reimbursement.
- C. Provide designated facility managers for individual School Board facilities used in response to actual or potential disasters. Other School Board employees as described in the current Emergency Management Procedures Manual of the Board shall assist the facility manager. It is expressly understood that the facility manager shall have final authority in matters relating to space utilization at the individual shelter site, provided that the health, safety and welfare of disaster victims shall guide such decisions.
- D. Provide School Board nursing staff to supplement the Pinellas County Health Department's three (3) Special Care Unit Teams.
- E. Operate a joint dispatch center with the Pinellas Suncoast Transit Authority (PSTA).
- F. Maintain liaison with PSTA and the Department of Emergency Management.
- G. Staff an EOC desk position or position upon and for the duration of an EOC activation.

- H. Automatically dispatch busses to pre-designated locations as identified in the Pinellas County Comprehensive Emergency Management Plan (CEMP).
- I. Make available fenced ball fields for use as animal collection sites during the recovery phase of a localized disaster or declared emergency, located at the sites below as requested by the Pinellas County Department of Animal Services. If any or all of these sites are unavailable, provide suitable substitute options using School Board sites that are available.
 - 1. Lakewood High School (lower St. Petersburg), 1400 54th Avenue South.
 - 2. Boca Ciega High School (south Pasadena/Gulfport), 924 58th Street South.
 - 3. Meadowlawn Middle School (northeast St. Petersburg), 6050 16th Street South.
 - 4. Dixie Hollins High School (northwest St. Petersburg/Pinellas Park), 4940 62nd Street North.
 - 5. Dunedin High School (Dunedin), 1651 Pinehurst Road.
 - 6. East Lake High School (Tarpon Springs) 1300 Silver Eagle Drive.
 - 7. Palm Harbor Middle School (Palm Harbor) 1800 Tampa Road.
 - 8. Clearwater High School (Clearwater), 540 South Hercules Avenue.
- J. Make available at the end of the evacuation phase of a disaster or declared emergency, the parking lots of the below listed facilities for use as storm staging areas for PSTA buses and support vehicles.
 - 1. Countryside High School. – 88 - 40' buses 20 - Support vehicles
 - 2. Clearwater H.S. – 29 – 35' buses 15 - Support vehicles
 - 3. PTEC South – 80 – buses of various size - support vehicles
- K. During the recovery phase of a disaster or declared emergency, provide PSTA the reasonable use of the Pinellas County School Board Maintenance Facilities listed below for fueling and minor maintenance, if necessary.
 - 1. Cleveland St. in Clearwater

2. 49th St. S. in St. Petersburg

- L. Provide adequate food and water for shelter occupants for a minimum of three days, to the extent possible. It is expressly understood that any provision for emergency feeding at School Board facilities shall occur no earlier than four (4) hours after the opening of an individual facility.
- M. Provide a minimum of three suitable facilities which may be used as Pet Friendly shelters as set forth in the Pinellas County Pet Friendly Shelter Plan. A copy of the current plan is attached for identification purposes as "Exhibit A".

Section 5. Training and Exercises. Both parties agree to support annual training activities, recognizing that training is essential to successfully providing aid to citizens in a disaster.

- A. The County will coordinate and/or provide shelter management training to include Special Care Unit training for School Board nursing staff.
- B. The School Board must participate in and/or conduct at least one shelter exercise each year.

Section 6. Reimbursable Expenses to the Board. The County agrees to reimburse the Board for reasonable expenses as set forth below:

- A. General Guidelines. The financial obligation of the County undertaken in this Agreement for reimbursement to the School Board shall include reasonable reimbursement of incurred operation expenses, replacement of food, supplies, equipment and/or property consumed, damaged or stolen and for repairs to such property, buildings and facilities at each school center as may be caused by or incidental to the use of a school facility as a disaster center or collection site. Billing to the County will be determined as follows, and submitted no later than 60 days following the end of the event unless disaster recovery issues contribute to a delay. Any time extension shall be requested in writing and approved by the Board of County Commissioners or their designee:
- B. Shelter Facility Cost: Reimbursement for shelter facility cost will be based upon the actual cost of utilities, including electricity, water and telephone incurred during the event.
- C. Supplies & Equipment: Based on actual cost per facility per event. This includes non-food items such as cleaning supplies, paper products, and/or any other consumable products and equipment. The reasonable cost of repair or replacement of property which result from the use of the facility as a disaster shelter will be allowable when supported by detailed invoices

for repair or replacement. Loss or damage caused by the event giving rise to the shelter operations will not be reimbursed by the County.

- D. Food: Based on actual cost per facility per event. Detailed itemization of food items and cost for each facility must be provided. Loss of food items or damage directly relating to the event will not be reimbursed by the County.
- E. Transportation: Reimbursement for transportation costs will include fuel consumption and the use of buses. The cost of buses will be based upon the established mileage rate which is in effect at the time. A copy of the current rate is attached as "Exhibit B". The parties acknowledge that this rate may change from time to time and that the School Board will provide the County with a copy of the revised rate. If rental vehicles must be utilized, then the cost will be reimbursed when supported by detailed invoices. If circumstances require the School Board to utilize County Fuel for the vehicles required under this paragraph, the mileage charge referenced above shall be reduced by the amount allocated or attributable to fuel cost.
- F. Labor: All personnel costs should be detailed as to employee, current hourly rate, dates and time worked; and any other reimbursable labor cost per facility per event. Time sheets should be available for review and retained for a minimum of three years beyond the end of the current fiscal year.
 - i. Labor costs will be reimbursed in accordance with the annual Shelter Staffing Plan of the School Board as set forth in the Pinellas County Schools Hurricane Shelter Manual. A copy of the current plan is attached for identification purposes as "Exhibit C". This plan may be amended from time to time by the School Board which shall provide reasonable notice to the County of any changes to the Plan.
 - ii. The County will reimburse the School Board in accordance with the duly adopted personnel policy of the School Board regarding staffing in an emergency. The parties recognize that it is the intent of the County to submit as many expenses as possible to the Federal Emergency Management Agency (FEMA) for reimbursement under appropriate Federal programs and the School Board agrees to make every effort to adopt policies in accordance with FEMA regulations.
 - iii. In determining reimbursable labor costs the County will reimburse those employees who are required to be on-call under the Shelter Management Plan. For purposes of this agreement an employee is considered to be "on-call" if the employee is required to remain on call on the employer's premises during periods where they may not be actively engaged in work for the employer. The County will not pay for "stand-by" employees. For purposes of this agreement, an employee who is required to be available to be called in but may

otherwise remain at home, or who is allowed to leave a message where he/she can be reached, is not considered to be on call and payment for this will not be made by the County.

- G. Estimated or aggregated costs are to be reviewed and adjusted if needed each year. A revised schedule should be submitted to the Director of Pinellas County Emergency Management by January 15 for concurrence. A written acknowledgement will be provided to the School Board with any noted changes or discussion.

Section 7. Planning and Implementation: Cooperative arrangements for planning, exchange of information and continuing liaison regarding preparedness and disaster operations will be developed and maintained by the Pinellas County Department of Emergency Management and the School Board.

Section 8. Indemnification Provision: The County and the School Board agree to be responsible for the own acts of negligence or their respective agents' acts of negligence when acting within the scope of their employment, and agree to be liable for damages resulting from said negligence subject to statutorily established liability limits.

Section 9. Independent Contractor Status: The parties agree that throughout the term of the contract and during the performance of the obligations hereunder, the School Board is an independent contractor in all respects and shall not be the agent, servant, officer or employee of the County.

Section 10. Effective Date: This agreement shall become effective upon filing with the Clerk of the Circuit Court of Pinellas County and shall be for a term of five years the first term of which shall end on December 31, 2013. This Interlocal Agreement will automatically renew for successive five year terms unless either party terminates the agreement. Either party may terminate this Agreement with 60-days written notice upon the chief executive officer for the other party.

Section 11. Performance Contingent on Funding: The parties agree that their respective duties and responsibilities contained herein are contingent upon whether or not adequate funds are budgeted for these purposes during any fiscal period.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 5 day of June, 2008.

APPROVED AS TO FORM

By: [Signature]
County Attorney

APPROVED AS TO FORM

By: [Signature]
School Board Attorney

PINELLAS COUNTY, FLORIDA
A political subdivision by and
through its governing body, the
Board of County Commissioners

By: [Signature]
Robert B. Stewart
Chairperson

THE SCHOOL BOARD OF
PINELLAS COUNTY, FLORIDA

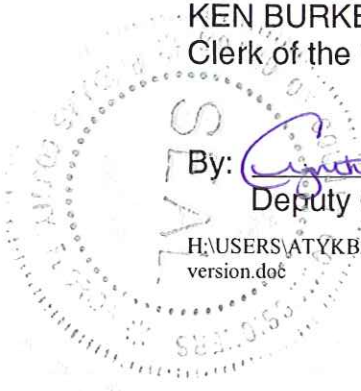
By: [Signature]
Chairperson
MAY 27 2008

Attest:
KEN BURKE
Clerk of the Circuit Court

By: [Signature]
Deputy Clerk

Attest:

By: [Signature]
Superintendent



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