

AGREEMENT BETWEEN HERNANDO COUNTY AND THE
SCHOOL BOARD OF HERNANDO COUNTY, FLORIDA
FOR EMERGENCY SHELTER OPERATIONS

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

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, both entities find and declares that Hernando County, FL, is vulnerable to a wide range of emergencies, including natural, technological, and manmade disasters, all of which threaten the life, health, and safety of its people; damage and destroy property; disrupt services and everyday business and recreational activities; and impede economic growth and development. Both entities further finds that this vulnerability is exacerbated by the tremendous growth in the county's population, especially the growth in the number of persons residing in coastal areas, in the elderly population, in the number of seasonal vacationers, and in the number of persons with special needs.

WHEREAS, it the intent of both entities to reduce the vulnerability of the people and property of this state; to prepare for efficient evacuation and shelter of threatened or affected persons; to prepare for and efficiently respond to public health emergencies; and to provide for the coordination of activities relating to emergency preparedness, response, recovery, and mitigation among and between agencies and officials of this county.

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.

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 Hernando County during disasters or enemy attack, by providing facilities, equipment, personnel, transportation and food service for the evacuation and sheltering of citizens in preparation for or following a disaster. Identification of sites for the collection of animals following a disaster is also covered under the terms of this agreement.

Section 2. Definitions

- A. **“Disaster”** means 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 with sufficient severity and magnitude to result in a declaration of a state of emergency by the county, the Governor of the state of Florida, or the President of the United States. Disasters shall be identified by the severity of resulting damage as outlined in FSS 252.34 a-c.

- B. **“Emergency”** means any occurrence, or threat thereof, whether natural, technological, or manmade, in war or in peace, which results or may result in substantial injury or harm to the population or substantial damage to or loss of property.

- C. **“Manmade emergency”** means an emergency caused by an action against persons or society, including, but not limited to, enemy attack, sabotage, terrorism, civil unrest, or other action impairing the orderly administration of government.

- D. **“Natural emergency”** means an emergency caused by a natural event, including, but not limited to, a hurricane, a storm, a flood, severe wave action, a drought, or an earthquake.

- E. **“Public health emergency”** means any occurrence, or threat thereof, whether natural or manmade, which results or may result in substantial injury or harm to the public health from infectious disease, chemical agents, nuclear agents, biological toxins, or situations involving mass casualties or natural disasters, declared as a public health emergency as declared by the State Health Officer.
- F. **“Technological emergency”** means an emergency caused by a technological failure or accident, including, but not limited to, an explosion, transportation accident, radiological accident, or chemical or other hazardous material incident.
- G. **“Emergency management”** means the preparation for, the mitigation of, the response to, and the recovery from emergencies and disasters. Specific emergency management responsibilities as outlined in FSS 252.34(5)a-f.

Section 3. Duties of the County

The County will:

- A. Determine shelter needs and priorities regarding facilities, supplies, staffing, and transportation.
- B. Identify pick up, drop off, and staging locations for transportation.
- C. Provide the School Board with as much advanced notice as possible.
- D. Provide a minimum of two Emergency Support Function seats within Hernando County Emergency Operations Center (EOC) for the School Board representatives.
- E. Work with the Hernando County Sheriff’s Office to designate and staff a separate shelter location for registered sex offenders/predators that is not on School District property to the best degree possible.
- F. Ban firearms, weapons, alcohol, and illegal drugs from all shelters.

- G. Provide technology in support of efficient communications from EOC to the School Board to the maximum extent possible.
- H. Cooperate with the designated facility manager.
- I. Provide personal comfort supplies for unprepared evacuees if not available from existing school supplies to the extent possible.
- J. Provide appropriate medical and personal care staff at all opened shelters to the best extent possible.
- K. Coordinate public announcements of shelter opening with Director of Communications or designee of the School Board.
- L. Coordinate shelter evaluation surveys of existing and new school facilities.
- M. Work with the Hernando County Department of Health to provide basic medical supplies and oxygen at shelters designated with Special Needs.
- N. Staff the designated pet friendly shelter with Animal Services personnel or volunteers and provide pet provisions or services to the best extent possible. Work with the Hernando County Sheriff's Office (HCSO) Animal Control Officers to assist, when possible and determined by the HCSO, with staffing of pet friendly shelters.
- O. Abide by FSS 252.3568, Emergency sheltering of persons with pets.

Section 4. Duties of the School Board

The School Board will:

- A. During a declared state or local emergency and upon the request of the director of a local emergency management agency, the school board shall participate in emergency management by providing facilities and necessary personnel to staff such facilities. Each school board providing transportation assistance in an emergency evacuation shall coordinate the use of its vehicles and personnel with the local emergency management agency as outlined in FSS 252.38.

- B. Provide existing equipment as needed and/or available to emergency shelters.
- C. Provide personnel to include designated shelter manager for each open shelter.
- D. Require designated shelter managers receive shelter manager training.
- E. Shelter managers will work with the local emergency management agency related to space utilization at emergency shelter sites. Shelter footprint will be expanded due to need and circumstances.
- F. Designate two staff members to fill Emergency Support Function seats within the Hernando County Emergency Operations Center.
- G. Provide food and water for shelter residents no less than four hours after the opening of the shelter. Meals will be provided three times, per day.
- H. Maintain and provide necessary maintenance to each generator that is connected to a school facility that can be used as an emergency shelter. The School Board will endure all costs for the preventative maintenance and repairs of the generators at the designated special needs shelter.

Section 5: Shelter Closure and Continuity of Operations

The County will prioritize resuming normal school operations as quickly as possible by:

- A. Providing services, resources, alternate or transitional sheltering and/or accommodations for all shelter residents who remain displaced.
- B. Provide personnel, equipment, cleaning and/or contracted services to ensure the restoration of the pet friendly and special needs shelter once closed to resume normal school operations.

The School Board will prioritize resuming normal school operations as quickly as possible by:

- A. Providing transportation for shelter residents from the shelter to their pick-up location, as needed.
- B. Providing transportation for shelter residents who remain displaced to alternative or transitional shelter locations as determined by the County.
- C. The School Board reserves the right to clean said facilities if prudent to expedite resumption of school operations at their expense.

Section 6: Preparedness/Exercises/Training

Both parties agree to:

- A. Plan and exchange information regarding preparedness for disaster operations.
- B. Agree to split the cost of any associated emergency/disaster preparedness training or exercises. Hernando County Emergency Management may expend grant funding for such costs as allowable under state and federal grant guidelines. Personnel cost associated with training will stay with the respective entity.
- C. Annually conduct at least one mutual shelter training exercise.
- D. Annually conduct a walk through with each Special Needs, Pet Friendly, and General Population shelter incorporating the Florida Department of Health, Animal Services, HCSO Animal Control respectively or other county/NGO's as necessary.

Section 7. Reimbursable Expenses to the School Board

The County agrees to reimburse the School Board for all reasonable expenses as set forth below:

- A. Staff labor including shelter managers plus applicable benefits. Reimbursement shall be at the rate of 1.5 times an employee's hourly rate of pay for work during Shift A (8am-8pm) and at 2 times the hourly rate of pay for Shift B (8pm-8am). A shift shall be a 12-hour block of time with 15 minutes overlap for the purposes of shelter briefing. Shift A shall be

7:45 am – 8:00 pm. Shift B shall be scheduled from 7:45 pm -8:00 am. A stipend rate of \$350.00 per shift for Shift A and \$400 per shift for Shift B shall be paid for shelter managers and other School Board employees not paid on an hourly rate.

- B. Reimburse building operation expenses, replacement of food, supplies, equipment, property damaged or stolen and the repairs or replacement of such property and buildings which have been used in shelter operations.

- C. Use its best efforts to recover funds from federal agencies when a declaration has been issued, and pursuant to *Section 400.062, Florida Statutes*, which provide for nursing homes to utilize their Resident Protection Trust Fund to pay for transportation of residents upon the declaration of a state and local emergency, pursuant to *Chapter 252, Florida Statute*. Pursuant to the terms of this agreement, these funds shall be obtained and retained by the County to offset the cost paid to the School Board.

Section 8. Indemnification Provision

This agreement purposefully does not contain any provision that requires School Board to indemnify or insure County for the County's negligence or to assume any liability for the County's negligence. This agreement purposefully does not contain any provision that requires County to indemnify or insure School Board for the School Board's negligence or to assume any liability for the School Board's negligence. As provided for under common law, and to the extent specifically authorized by *Section 768.28, Florida Statutes*, each of the parties to this agreement hereby agrees to indemnify and hold the other party hereto harmless from and against all damages of any nature whatsoever which are caused or materially contributed to by the negligent acts of any officer, employee, and agent or other representative of the indemnifying party and which are not caused or materially contributed to by any officer, employee, agent or other representative of the indemnified party. It is further agreed that liability and exposure for indemnification (including, but not limited to the amounts of any indemnification owed by a governmental entity) will be limited to and governed by the provisions of *Section 768.28 (5), Florida Statute*.

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 approval of both the School Board and the County Commission. Either party may terminate this agreement with 60-days written notice upon the chief executive officer for the other party.

Attest:

**BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA**

Heidi Kuyper, Deputy Clerk

Douglas Chorvat, Jr.
Clerk of the Court & Comptroller



By: *Elizabeth Narverud*

Elizabeth Narverud, Chairperson

Date: 3-26-2024

Approved as to Form and
Legal Sufficiency

[Signature]

County Attorney

Attest:

HERNANDO COUNTY SCHOOL BOARD

Secretary

By: _____
John Statton, Superintendent

Date: _____