

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is made and entered into this ____ day of _____, 2016, by and between THE SCHOOL BOARD OF PINELLAS COUNTY (hereinafter referred to as "SCHOOL BOARD"), and PINELLAS COUNTY, a political subdivision of the State of Florida, (hereinafter referred to as "COUNTY"), jointly referred to as the "Parties".

WITNESSETH:

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

WHEREAS, SCHOOL BOARD owns and maintains exclusive control over property located at 6100 154th Ave, Clearwater, Parcel 32-29-16-70362-400-1000. This parcel houses High Point Elementary School and the Pinellas Technical College – Clearwater campus. Between the school and college facilities is an open area of property, suitable for multiple uses. This open area of property is hereinafter referred to as "PTC-C"; and

WHEREAS, in furtherance of COUNTY's Comprehensive Emergency Management Plan, SCHOOL BOARD desires to cooperate in the interest of public safety and community recovery by providing COUNTY with non-exclusive access to PTC-C for use as a County Staging Area, hereinafter referred to as "CSA", before, during, and following a disaster as defined in Section 2 herein; and

WHEREAS, SCHOOL BOARD acknowledges that during response to and recovery from a disaster, activation and operation of a CSA at PTC-C would be the highest-priority use of that portion of the property; and

WHEREAS, SCHOOL BOARD has entered into a non-exclusive use agreement for PTC-C with the Pinellas County Sheriff's Office (hereinafter referred to as PCSO), for the purpose of constructing and operating a training facility; and

WHEREAS, this Agreement is made and entered between the Parties pursuant to Section 163.01, Florida Statutes, the "Florida Interlocal Cooperation Act of 1969".

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and the promises and covenants contained herein, the Parties agree as follows:

Section 1. Use and Term. The purpose of this Agreement is to provide for cooperation and coordination between COUNTY and SCHOOL BOARD in carrying out joint responsibility to serve the citizens of Pinellas County during disasters or enemy attack, by making PTC-C available for use as a CSA.

The term of this Agreement shall be five (5) years from the date of final execution of this Agreement. This Agreement may be renewed in writing, by both Parties, for additional five (5) year terms. Either Party may terminate this Agreement upon 180 days notice to the other Party. In the event PTC-C must undergo certain repairs, improvements, or modifications requiring closure or other unavailability of PTC-C for disaster use as a CSA, SCHOOL BOARD shall give sixty (60) days notice to COUNTY, if possible. Such notice shall include an anticipated availability date.

Section 2. Definitions.

Disaster: A disaster is an occurrence such as a hurricane, tornado, storm, flood, tidal wave, earthquake, 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 survivors cannot alleviate without assistance.

County Staging Area: A County Staging Area (CSA) is a temporary facility set up and operated by COUNTY when the resource requirements of response to and recovery from a disaster exceed what can be provided by normal supply chains. Resources shipped into the county from external sources (such as the State Logistics Resource Center (SLRC)) may be shipped to a CSA as an initial delivery point for bulk loads of items for distribution, and for equipment (e.g. generators) that will later be sent to points of use. A CSA may also be used as a temporary receiving location for incoming personnel teams to assemble before being assigned.

Section 3. Duties of COUNTY. The County, through its Department of Emergency Management, agrees:

- 1) To notify SCHOOL BOARD and PCSO immediately upon a decision to activate or demobilize a CSA at PTC-C. This notification shall be made either to SCHOOL BOARD and PCSO desk officers if the Pinellas County Emergency Operations Center (PC EOC) is activated, or to the emergency coordinator contacts each agency has on file with Emergency Management.
- 2) To coordinate activation, operation, and demobilization of a CSA so as to minimize, to the extent practical, disruption of activities at High Point Elementary School and the Pinellas Technical College – Clearwater campus.

- 3) To coordinate activation, operation, and demobilization of a CSA so as to minimize, to the extent practical, disruption of PSCO activities at PTC-C, with the understanding that disaster response and relief-related activities have a high priority.
- 4) To establish schedules and traffic patterns for trucks and other large vehicles during operation of a CSA that minimize, to the extent practical, interaction with school-related vehicular and pedestrian traffic.
- 5) Not to permit the bulk storage or transshipment of hazardous materials at a CSA. This does not include diesel fuel, gasoline, kerosene, liquefied propane (LP) or compressed natural gas (CNG) intended for use in vehicles or fuel-burning equipment operating at or passing through the CSA. Short-term parking of fuel delivery vehicles will be permitted.
- 6) To arrange for 24 x 7 security at a CSA during activation, operation, and demobilization. Security will be provided either by law enforcement officers, or members of the Florida National Guard.
- 7) When demobilizing a CSA, return PTC-C to pre-activation condition (within ninety days if practical), including but not limited to:
 - a) Repair of damage to sod and other vegetation, unless specifically waived in writing by SCHOOL BOARD.
 - b) Repair of damage to improvements, including but not limited to:
 - i) Graded areas and surface covering (e.g. gravel, item 4)
 - ii) Pavement
 - iii) Fencing
 - iv) Buildings and other constructed improvements, either permanent or temporary
 - c) Complete remediation of any fuel or other spills that occur as a result of CSA activation, operation, and demobilization.
 - d) Deconstruction and removal of any improvements, facilities, and buildings put in place for operation of a CSA, unless specifically waived in writing by SCHOOL BOARD.

Section 4. Duties of SCHOOL BOARD. School Board agrees:

- 1) To provide 24 x 7 emergency access to PTC-C, either directly or through School Board staff who are able to respond, including in the immediate aftermath of a disaster.
- 2) To provide COUNTY, through the Department of Emergency Management, information about proposed uses of PTC-C, including

construction plans and progress, and about use agreements for PTC-C that would conflict with the uses provided for under this Agreement.

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

- 1) The County will schedule and conduct CSA training activities at PTC-C during such times/dates agreed to in advance by School Board)
- 2) The School Board will provide reasonable non-emergency access to PTC-C for training activities, either directly or through School Board staff, at such times/dates agreed to in advance by School Board.

Section 6. Duration of use. COUNTY shall attempt to limit the duration of its occupancy and use of PTC-C to a period not to exceed sixty (60) days. Depending on the nature and intensity of the disaster, SCHOOL BOARD acknowledges and agrees that it may be necessary for COUNTY to extend the occupancy and use beyond such period.

Section 7. Inspections. As a part of this Interlocal Agreement, the Parties agree to jointly conduct inspections of PTC-C. Prior to PTC-C being turned over for use by COUNTY as a CSA, a pre-inspection of PTC-C shall be performed. The inspection shall be used to identify and record any existing damage or conditions of PTC-C. After SCHOOL BOARD is notified of the closing schedule of a CSA at PTC-C, a post-inspection of PTC-C shall be performed. The inspection shall record any changes, damages, or repair items as compared to the pre-inspection report. The post-inspection shall document any necessary repairs and the responsible Party. Each Party shall retain a copy of such inspections.

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Section 8. Planning and Notices. Any notices required to be provided under the provisions of this Agreement shall be sent by Certified Mail, return receipt requested, to the following parties:

COUNTY
Department of Emergency Mgmt
10750 Ulmerton Rd
Bldg 1, Suite 267
Largo, FL 33778
With a copy to:

SCHOOL BOARD
Associate Superintendent
Operational Services
PCSB Administration Building
301 4th St SW
PO Box 2942
Largo, FL 33779-2942

Real Property Division
509 East Ave South
Clearwater, FL 33756

Section 9. Reimbursable Expenses to SCHOOL BOARD. COUNTY agrees to reimburse SCHOOL BOARD reasonable expenses as set forth below:

- A. General Guidelines. The financial obligation of COUNTY undertaken in this Agreement for reimbursement to SCHOOL BOARD shall include reasonable reimbursement for School Board resources (including physical resources and utilities) consumed by COUNTY, Billing to 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. Resource Cost: Reimbursement for resources will be based upon the actual cost of such resources and utilities, including electricity, water and telephone incurred during the event. Cost for physical resources consumed will be actual replacement cost, as invoiced to SCHOOL BOARD.

Section 10. Indemnification Provision: The County and SCHOOL BOARD agree to be responsible for their 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 within the limits of statutory sovereign immunity. Nothing herein shall be construed to waive or modify the provisions of Section 768.28, Florida Statutes or the doctrine of sovereign immunity.

Section 11. Fiscal Funding: In the event that funds are not appropriated by SCHOOL BOARD or COUNTY in any succeeding fiscal year for purposes described herein, then COUNTY and SCHOOL BOARD shall be relieved from obligation to perform those purposes, tasks, or obligations until such time as funds are budgeted and appropriated, if ever, without penalty to COUNTY or SCHOOL BOARD.

Section 12. Entire Agreement: The Agreement as hereinabove set forth, including all exhibits and riders, if any, incorporates all covenants, promises, agreements, conditions and understandings between the Parties, and no covenant, promise, agreement, condition, or understanding, either written or oral, not specifically set forth herein shall be effective to alter the performance or the rights of the Parties as hereinbefore stated.

[The remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Interlocal Agreement the day and year first above written.

Attest:

By: _____

Print name: _____

Print Title: _____

THE SCHOOL BOARD OF
PINELLAS COUNTY, FLORIDA

By: _____

Print name: _____

Print Title: _____

APPROVED AS TO FORM
OFFICE OF THE SCHOOL
BOARD ATTORNEY

By: David Kopyev
Title: SCHOOL BOARD Attorney

Witness:

Print name: _____

PINELLAS COUNTY, FLORIDA

By: _____

Print name: _____

Print Title: _____

APPROVED AS TO FORM
OFFICE OF THE COUNTY
ATTORNEY

By: _____
Title: Asst. County Attorney

Exhibit "A"
Pinellas County School Board
Emergency Management use of PTC-C
6100 154th Ave, Clearwater

