

MUTUAL AID 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's Emergency Management Division is a Local Emergency Management Agency pursuant to Chapter 252, Florida Statutes, created to discharge the emergency management responsibilities and functions of a political subdivision, *Statutes* and therefore has the responsibility for Emergency Management for the County; and

WHEREAS, the County is dedicated to providing emergency services to all general population residents, special needs residents, tourists, and visitors of Hernando County, Florida, before, during and after a potential hurricane or other disaster; and

WHEREAS, the School Board is dedicated to its primary function of providing educational programs for students; and

WHEREAS, the School Board has numerous school facilities designed and constructed to serve as educational facilities; and

WHEREAS, both entities find and declare 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 find 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; and

WHEREAS, pursuant to Section 1013.372, Florida Statutes, the County must prepare and submit a statewide emergency shelter plan. The plan must identify the general location and square footage of existing shelters, general location, square footage, types of public facilities that should be constructed to comply with emergency-shelter criteria, and recommend available sources of funding for the additional cost of constructing emergency shelters within these public facilities; 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

WHEREAS, pursuant to Section 252.38 (1)(d), Florida Statutes, 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 School Board school facilities and necessary personnel to staff such emergency shelter facilities; and

WHEREAS, the County and the School Board, together constituting the "Parties" to this Agreement, mutually desire that the School Board make available certain School Board facilities for emergency shelters and the personnel to staff such shelters; and

NOW, THEREFORE, in consideration of the promises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

Section 1. RECITALS

1. The above "Whereas" clauses shall be incorporated into this Agreement and are evidence of the intent of the Parties entering into this Agreement.
2. The Parties agree that the foregoing recitals are true and correct and are incorporated herein by reference.

Section 2. PURPOSE

1. 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.
2. The purpose of this Agreement is for the County and the School Board to determine available and appropriate School Board facilities to be used as emergency shelters; the need for new school facility construction and upgrades to current facilities used for emergency shelters to the ICC 500 Standard for Enhanced Hurricane Protection Areas, for the statutorily required hardening of School Board facilities; and reimbursement for use, damages, and staffing of School Board facilities as emergency shelters.

Section 3: DEFINITIONS

1. Agreement: This Agreement, together with all exhibits, amendments, and modifications hereto.

2. County Regulations: Adopted County rules, regulations, resolutions, and ordinances governing the use of County Facilities.
3. Disaster: As defined in Section 252.34, Florida Statutes.
4. Effective Date: The effective date begins after the Agreement has been properly approved and signed by both the County and the School Board, and upon being duly filed with the Clerk of the Court of Hernando County.
5. Emergency: As defined in Section 252.34, Florida Statutes.
6. Emergency Support Function (ESF) Staff: Staff supporting the Emergency Operation Center stationed in the Emergency Operations as a support function. School Board Staff are assigned to ESF#1 Transportation and ESF#6 Mass Care.
7. Incident Action Plan (IAP): The local agency creates a plan for each operational period and documents the entire life cycle of the event. The IAP establishes the Incident Commander's goals and objectives, and provides a brief description of what has occurred, what is currently occurring, and what is projected to occur. The IAP addresses basic assumptions regarding the incident, and alternative strategies and outcomes.
8. Local Emergency Management Agency: As defined in Section 252.34, Florida Statutes.
9. Hernando County Emergency Operations Center ("EOC"): The local agency for coordination of emergency response and recovery activities throughout Hernando County. When activated for an emergency, the EOC is staffed with key personnel from first responder agencies, emergency relief organizations, County departments, municipalities, utility companies, media, and other essential agencies. The EOC assists with preparation for an emergency; monitors emergency levels through the Emergency Dispatch Center and the State EOC Watch Office; and develops, coordinates, and operates County-wide programs during large-scale disasters.
10. Hernando County Comprehensive Emergency Management Plan: The local emergency plan that is in place for Hernando County. The plan contains processes, procedures, and tools put in place to prevent, prepare for, respond to, recover from, and mitigate against hazards, disasters, and emergencies.
11. Manager/Administrator: The County Manager/Administrator of Hernando County or his/her designee.
12. School Board Policies: Adopted School Board policies, rules, and regulations governing the use of School Board Facilities.
13. School Facilities: Buildings and properties owned and maintained by the School Board.

14. State of Emergency: An emergency that is declared by executive order or proclamation by the Governor of the State when there is an imminent threat of danger.
15. State of Local Emergency: An emergency declaration by the County in accordance with Hernando County Ordinance Article XII Section 21-201, or future revisions adopted by the County.
16. Superintendent: The Superintendent of the School District of Hernando County or his/her designee.

Section 4: TERM

1. Term of Agreement. The initial term of this Agreement shall commence on the date of execution and shall be for five (5) years. After the initial term, the School Board and the County may renew upon written mutual agreement of the parties for up to two (2) additional five (5) year terms upon ninety (90) days' notice to the other party. The terms, covenants, and conditions of this Agreement, as the same may be modified in writing, from time to time, shall continue to be in effect during each such renewal term.
2. Effective Date: This Agreement shall take effect after it has been properly approved and signed by both the County and the School Board, and upon being duly filed with the Clerk of the Court of Hernando County.
3. Agreement Review: The Superintendent and/or Department Designee and Manager and/or designee, shall meet at least once a year, or as needed, to examine the terms of this Agreement. Except as otherwise provided herein, this Agreement shall only be amended by formal action of both the School Board and County.
4. Right of Termination: Except for default of this Agreement, either party may terminate this Agreement at any time without cause upon ninety (90) days' written notice to the other party.
5. Right of Termination with Cause: This Agreement may be terminated by either party upon five (5) calendar days written notice to the other should such other party fail substantially to perform in accordance with this Agreement's material terms, through no fault of the party initiating the termination.
6. Termination: In the event of termination, the School Board shall continue to provide all assistance to the County required by FSS 252.38(1)(d), and other applicable law.

Section 5: PREPAREDNESS/EXERCISES/TRAINING

1. 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 6: DUTIES OF COUNTY

1. The COUNTY, through its Department of Public Safety, agrees to:
 - A. Determine shelter needs and priorities regarding facilities, supplies, staffing, and transportation.
 - B. Work with the School Board to establish the necessary communication resources needed to coordinate the use of School Board assistance. The County agrees, at its expense, to procure, install and maintain amateur radio equipment (including antennas) at School Board facilities that are utilized as emergency public shelters and other facilities utilized by the County during a state of emergency.
 - C. With the concurrence of the School Board, or its designated representative at the Hernando County Emergency Operations Center ESF#1 ("EOC"), determine emergency transportation needs, including the potential use of School Board fuel and fueling sites.
 - D. Identify pick up, drop off, and staging locations for transportation.
 - E. Identify emergency transportation priorities in cooperation with the School Board.
 - F. Provide the School Board with as much advanced notice as possible.
 - G. Assist the School Board with the coordination of bus resources, including school bus drivers, to meet emergency transportation needs.
 - H. Provide fuel trucks and licensed drivers for the purpose of obtaining and transporting fuel and food to School Board sites and to County generators at such sites and other facilities utilized by the County during a State of Local Emergency.
 - I. Conduct training activities annually, including training staff on supervising a shelter facility in the event of a hurricane or natural disaster. The School Board agrees to support training activities in furtherance of the purposes of this Agreement to be

conducted annually, as the Parties recognize that training is essential to successfully assist the people of Hernando County in an emergency or disaster.

- J. Provide any information requested by the School Board in support of completing the project worksheets ("PW") to provide to FEMA for approval.
- K. Provide a minimum of two Emergency Support Function seats within Hernando County Emergency Operations Center (EOC) for the School Board representatives.
- L. 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.
 - a. Pursuant to Hernando County Ordinance Article XIV 21-237: If an emergency shelter location designated for sex offenders is not available, the sex offender must immediately upon entering a general public emergency shelter notify a law enforcement officer on duty and the individuals operating the shelter. Law enforcement or shelter operators will house sex offenders in a specific location within the emergency shelter, where the sex offender must remain at all times.
- M. Ban firearms, weapons, alcohol, and illegal drugs from all shelters. Firearms and weapons can be stored in private vehicles parked in the parking lot, so long as they are secured from the emergency shelter site and unloaded.
- N. Provide technology in support of efficient communications from EOC to the School Board to the maximum extent possible.
- O. Cooperate with the designated shelter facility manager.
- P. Provide personal comfort supplies for unprepared evacuees if not available from existing school supplies to the extent possible.
- Q. Provide appropriate medical and personal care staff at all opened shelters to the best extent possible.
- R. Coordinate public announcements of shelter opening with Director of Communications or designee of the School Board.
- S. Coordinate shelter evaluation surveys of existing and new school facilities to determine the suitability for use as an emergency shelter.
- T. Work with the Hernando County Department of Health to provide basic medical supplies and oxygen at shelters designated with Special Needs.
- U. 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.

V. Abide by FSS 252.3568, "Emergency sheltering of persons with pets."

W. The only animals admitted will be cats, dogs, and other non-venomous domesticated species. For more information, see the Hernando County Comprehensive Emergency Management Plan,

X. Notwithstanding the School Board's duty to maintain School Board facilities designated as emergency public shelters, the County will conduct a joint analysis with the School Board of newly constructed School Board facilities and existing School Board facilities to ascertain the suitability of such facilities as emergency public shelters. At the annual meeting, hurricane upgrade needs will be established for new and existing schools. The County and School Board will determine and mutually agree upon these improvements. The County and School Board will follow all Federal, State, and local guidelines to appropriately source funding to be used for these upgrades.

Y. Upgrade needs are contingent upon the availability of funding, availability of materials, equipment, and supplies that either improve the use of or increase the capacity to: School Board facilities to serve as emergency public shelters, to include, but not be limited to: shutters or other code-approved window protection, emergency power connections, and emergency generators.

Section 7: DUTIES OF SCHOOL BOARD

1. 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. The School Board agrees that after meeting its responsibilities to pupils, it will permit upon request of the County, the use of a specific, mutually agreed upon list of School Board facilities, which will be provided by June 1st of each year to the County as emergency shelters in advance of a potential emergency and during and after an emergency. This list may be subject to change; based on availability, maintenance, and other factors.

C. Provide existing equipment as needed and/or available to emergency shelters.

D. Provide personnel to include designated shelter manager for each open shelter.

- E. Require designated shelter managers to receive shelter manager training.
- F. Shelter managers will work with the local emergency management agency related to space utilization at emergency shelter sites. The shelter footprint will be expanded due to need and circumstances.
- G. Designate two staff members to fill Emergency Support Function seats within the Hernando County Emergency Operations Center ESF #1 and ESF #6.
- H. 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.
- I. Maintain and provide necessary repairs 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.
- J. Provide space in School Board facilities, including schools, for housing and feeding first responders, County staff, and other authorized persons providing services to the community during a state of emergency. Principals or designated School Board administrative staff will be responsible for coordinating the supervision and management of the school facility before, during, and after a local or state of emergency, with the County. The County shall oversee operations of the Emergency Shelters.
- K. Principals or designated School Board administrative staff will be responsible for coordinating the supervision and management of the school-based shelters before, during, and after a local or state of emergency with the County.
- L. Assist the County with the coordination of bus/transportation resources in order to meet emergency transportation needs.
- M. Provide, to the extent practical, access to School Board fueling sites and fuel for County approved emergency responders and agencies. The available fuel sites may be subject to changes, depending on maintenance and other factors. This will be determined as part of the annual meeting.
- N. Work with County in establishing the necessary communication resources needed to coordinate the use of School Board assistance, including, but not limited to, access to School Board facilities that are utilized as emergency public shelters to install and maintain amateur radio equipment (including antennas).
- O. Provide any information requested by the County in support of completing the project worksheets ("PW") to provide to FEMA for approval.

- P. Notwithstanding the School Board's duty to maintain School Board facilities designated as emergency public shelters, the School Board will conduct a joint analysis with the County of newly constructed School Board facilities and existing School Board facilities to ascertain the suitability of such facilities as emergency public shelters. At the annual meeting, hurricane upgrade needs will be established for new and existing schools. The County and School Board will determine and mutually agree upon these improvements. The County and School Board will follow all Federal, State, and local guidelines to appropriately source funding to be used for these upgrades.
- Q. Use of the School Board facilities as shelters pursuant to this Agreement shall be in accordance with all applicable laws, ordinances, and School Board Policies, including but not limited to prohibitions against the possession and/or use of firearms, tobacco products, and illegal drugs, including prescribed medical marijuana on School Board owned property.
- R. In coordination with the County, be the sole authority to declare the closing and opening of the public schools, to approve and/or make all oral and written communications regarding the opening of and closing of public schools, to have final approval on the use and assignment of paid school district personnel to assist in managing activated special needs shelters, and to have final approval on the use of school buses as emergency transportation resources.
- S. The School Board, in consultation with Local Law Enforcement, shall have the absolute discretion to remove from a shelter any member of the public who violates any of the applicable laws, ordinances, or School Board Policies.
- T. Participate in training activities annually; including training staff on supervising a shelter facility in the event of a hurricane or natural disaster. The County agrees to support training activities in furtherance of the purposes of this Agreement to be conducted annually, as the Parties recognize that training is essential to successfully assist the people of Hernando County in an emergency or disaster.

Section 8: SHELTER CLOSURE AND CONTINUITY OF OPERATIONS

- 1. 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.
- 2. 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. The County will reimburse to the School Board the costs for the cleaning.

Section 9: REIMBURSEMENT OF EXPENSES

- 1. The County and the School Board must follow FEMA reimbursement policies. If the FEMA reimbursement guidelines change or new guidelines come into effect, the County and the School Board will adopt the new policies as part of this Agreement. Where FEMA reimbursement guidelines offer options, both parties will mutually agree upon a selected option.
- 2. Exercises: Expenses incurred by the School Board in support of training exercises for the purposes outlined in this Agreement and related use of School Board employees will be reimbursed by the County.
- 3. The County shall reimburse the School Board for all reasonable and necessary costs and expenses incurred by the School Board in providing the school facilities pursuant to the County's request in accordance with the Shelter Plan.
- 4. Disaster Expenses: In the event that a disaster has been declared, the County shall submit certain School Board claims for reimbursement directly through the Federal Emergency Management Agency (FEMA) Public Assistance (PA) Program. The County will submit project worksheets ("PW") to FEMA for approval of eligible project expenses. The School Board shall provide any reasonable information that is within the School Board's possession, which is requested by The County in support of completing the PW.
- 5. In addition to the County's reimbursement of the School Board costs and expenses set forth above, the County shall reimburse the School Board for the actual cost to repair or replace School Board owned real and personal property that is lost or damaged as a result of the use of the school facility as an emergency shelter; these costs shall include any damages caused by housing pets.
- 6. The County further agrees to reimburse the School Board for all reasonable expenses as set forth below:
 - A. Non-Exempt Staff labor 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 6-12-hour block of time with 15 minutes overlap for the purposes of shelter briefing.

- B. Exempt Staff labor plus applicable benefits. 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 \$400.00 per shift for Shift B shall be paid for shelter managers and other School Board considered exempt employees (i.e. not paid on an hourly rate.)
 - C. Reimburse building operation expenses, replacement of food, fuel for buses, staff vehicles, generators, propane for kitchen use, utility usage (i.e. electricity, etc.) supplies, equipment, property damaged or stolen and the repairs or replacement of such property and buildings which have been used in shelter operations.
 - D. Use its best efforts to recover funds from federal agencies when a declaration has been issued, and pursuant to FSS 400.062, 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 Statutes. 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.
7. The Parties agree that in the State of Florida, in the event a disaster has been declared, independent school districts do not have the legal responsibility to conduct hurricane evacuation sheltering services and therefore cannot apply directly to FEMA for reimbursement for such activities. Instead, any eligible costs incurred by the School Board should be reimbursed through a mutual aid agreement, as outlined below, with the County serving as the requesting entity and the School Board as the providing entity, which is considered a vendor. Accordingly, the County will bear the responsibility of providing reasonable notice and clearly conveying its expectations related to the information and documentation needed from the School Board. The School Board shall provide the necessary documentation within a reasonable amount of time when seeking reimbursements. Further, the County shall not unreasonably delay or withhold reimbursements. The County will bear the risk that FEMA does not approve full reimbursement of expenses or that a disaster is not declared.
8. The School Board will follow the process outlined below for invoicing:
- A. If the County disputes a cost or expense, the County shall within thirty (30) days of receipt of the invoice, provide the School Board with a written explanation of the basis of the dispute with regard to the disputed cost, expense, or documentation, and the parties shall attempt to resolve the dispute in accordance with the provisions of this Agreement.
 - B. Parties agree to and shall be bound by arbitration before a neutral third party upon ninety (90) days written notice of a dispute related to reimbursement pursuant to this Section.

- C. The School Board will submit an invoice to the Department of Public Safety's Finance Department with supporting documentation that will include employee name, job title, status (exempt, non-exempt, bargaining unit), FT/PT, hourly rate, benefit rate breakdown, regular and overtime hours separately, copies of time sheets, and purpose of work.

Section 10: PLANNING AND IMPLEMENTATION

1. The County and School Board agree to meet and confer regarding the preparation of emergency operations plans and procedures prior to June 1st of each year as necessary. At this meeting, The County and the School Board will determine their requirements to meet the County's needs for use of the School Board's facilities, transportation, and staffing, in order to carry out this Agreement. The Parties shall address and agree to:
 - A. Designate County and School Board representatives who shall coordinate the activities and services included in emergency operations.
 - B. Identify the duties and responsibilities of the appropriate County and School Board employees and agencies that are needed for emergency operations planning and implementation purposes.
 - C. Develop appropriate shelter management operations procedures.
 - D. Develop food service activity plan(s) and procedures.
 - E. Prepare and finalize a list of public schools designated as approved emergency public shelters fuel sites, and transportation needs this includes reviewing special needs and animal sheltering plans by June 1st each year.
 - F. If either party gives the other written notice to set a meeting under this subparagraph, the other party shall fully cooperate, and a meeting shall be set as soon as practicable; but in no event, shall the meeting occur more than ninety (90) days after written notice has been given unless both parties otherwise agree.
 - G. If the parties agree to proposed changes or amendments it shall be executed with the same formality as this document.

Section 11: LIABILITY AND INDEMNIFICATION

1. By this Agreement, the School Board recognizes that for the purposes stated, the School Board and the County are active participants in this community service endeavor. Each are cognizant of the provisions of Chapter 252, Florida Statutes, pertaining to "Emergency Management," particularly Section 252.51, Florida Statutes, insulating both the School Board and County from liability due to death of or injury to, any person on or about emergency shelter premises or for loss of, or damage to, the property of any such person unless the gross negligence or the willful and wanton misconduct of one of the Parties is

the proximate cause of such death, injury, loss or damage occurring during such sheltering period.

2. Liability for Damage or Injury:

- A. Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its staff and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.
- B. Personal Liability of Parties: The parties acknowledge that this Agreement is entered into by two governmental entities. The parties agree that no individual elected official, employee, or representative of any party to this Agreement shall have any personal liability under this Agreement.

3. Indemnification:

- A. Indemnification by the School Board: Subject to the limitations of Section 768.28 of the Florida Statutes, including the dollar amount limitations therein, the School Board agrees to indemnify, hold harmless, and defend the County for the School Board's own negligence, gross negligence or the willful and wanton misconduct, from and against any and all claims, suits, actions, damages or causes of action arising from or in connection with the County's use of School Board Facilities during the term of this Agreement.
- B. Indemnification by the County: Subject to the limitations of Section 768.28 of the Florida Statutes, including the dollar amount limitations therein, the County agrees to indemnify, hold harmless, and defend the School Board for the County's own negligence, gross negligence or the willful and wanton misconduct, from and against any and all claims, suits, actions, damages or causes of action arising from or in connection with the County's use of the School Board facilities during the term of this Agreement.

Section 12: INSURANCE

- 1. The Parties warrant that they are self-insured and agree to maintain general liability insurance as required by law. The Parties further agree to provide each other with a copy of said insurance certificates.
- 2. For any services provided by the County or School Board to the other party, the service provider shall require its subcontractors, agents, or assigns to maintain the following insurance coverages, at its sole expense, as it relates to its Responsibilities stated herein this Agreement:
 - A. Commercial General Liability: general liability coverage for all operations, including, but limited to contractual liability, products and completed operations, and personal liability under an occurrence basis policy, with minimum limits of \$1,000,000.00 per

occurrence and \$2,000,000.00 general aggregate, unless such party is subject to sovereign immunity limits, covering bodily injury and property damage.

- B. Workers Compensation Insurance for its employees in statutory limits as required by Florida law and Employers Liability not less than Five Hundred Thousand Dollars (\$500,000) each accident/disease.
- C. Professional Liability Insurance for any wrongful act, error, or omission applicable to any services where commercial general liability would exclude such operations/services and shall be in an amount not less than One Million Dollars (\$1,000,000) each claim and Two Million Dollars (\$2,000,000) aggregate, unless such party is subject to sovereign immunity limits, covering bodily or property damage. If claims made, the policy shall be maintained for at least three (3) years after the expiration or termination of this agreement

Section 13: DEFAULT

- 1. Notice: If a party to this Agreement (the "Defaulting Party") fails to perform under this Agreement or fails to comply with the terms and conditions of this Agreement (a "Default"), the other party hereto (the "Non-Defaulting Party") shall send written notice (the "Default Notice") to the Defaulting Party, according to the notice requirements set forth in this Agreement.
- 2. Opportunity to Cure: The Defaulting Party shall have a period of thirty (30) days after receipt of the Default Notice to either cure its Default or to provide a written response to the Non-Defaulting Party indicating the status of the Defaulting Party's resolution of the Default and a schedule for the curing of the Default.
- 3. Remedies: If, within thirty (30) days after receipt of Default Notice, the Defaulting Party fails to either cure its Default or to provide a written response to the Non-Defaulting Party's indicating the status of the Defaulting Party's resolution of the Default and a schedule for the curing of the Default, the Non-Defaulting Party may pursue any and all remedies available under Florida law.
- 4. Legal Fees and Court Costs: In the event of any litigation between the parties under this Agreement, each party shall be responsible for its own attorney's fees and court costs through trials and appellate levels. The provisions of this paragraph shall survive the expiration or early termination or cancellation of this Agreement.

Section 14: GOVERNING LAW; COMPLIANCE WITH LAWS; VENUE

- 1. This Agreement will be interpreted and enforced in accordance with Florida law. The parties agree that they shall comply with all applicable federal, state, and local laws, ordinances, and codes, including but not limited to the Florida Building Code and the Americans with Disabilities Act. Venue for any action brought hereunder shall be proper exclusively in Hernando County, Florida.

Section 8: MODIFICATIONS

1. This Agreement may be modified or amended only by mutual written consent of the Parties. Notwithstanding the foregoing, the Parties agree that Emergency Shelter sites, fuel sites, and staffing/staff duties, may be amended or supplemented from time to time upon the mutual written agreement of the School Board's Superintendent and/or designee and the Director of the County's Public Safety Department without formal amendment hereto.

Section 15: NO THIRD-PARTY BENEFICIARIES

1. This Agreement and the provisions hereof are for the exclusive benefit of the Parties hereto and their affiliates and not for the benefit of any third person, nor shall this Agreement be deemed to confer or have conferred any rights, express or implied, upon any other third person.
2. All parties are in mutual agreement with the terms of this Agreement as evidenced by the signatures below. This Agreement will be effective upon authorized signature of each party's representative.
3. This Agreement will inure to the benefit of and be binding upon the School Board and County and their respective legal representatives, successors, and permitted assigns.

Section 16: DESIGNEES

1. The Superintendent shall be the party designated by the School Board to grant or deny all approvals required by this Agreement. The County Administrator shall be the party designated by the County to grant or deny all approvals required by this Agreement.

Section 17: FORCE MAJEURE

1. Non-performance by the School Board or County shall be excused to the extent that performance is rendered impossible or delayed by strike, fire, hurricane, flood, terrorism, pandemics, governmental acts or orders or restrictions, or other similar reason where failure to perform is beyond the control of and not caused by the negligence of the non-performing Party ("Force Majeure"), provided that the non-conforming Party gives prompt notice of such conditions to the other Party and makes all reasonable efforts to perform.

Section 18: PUBLIC RECORDS

1. The School Board and County are subject to Florida's Public Records Act, Chapter 119, Florida Statutes. Each party shall keep and maintain public records in connection with this agreement and shall ensure that public records that are exempt or confidential shall not be disclosed except as authorized by law. Upon request from the respective party's custodian of records, the other party shall provide the requested records or allow for inspection within a reasonable time as provided by law.

Section 19: INDEPENDENT CONTRACTOR STATUS

1. 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 20: NOTICES:

1. All notices and communications shall be in writing and must either be (a) hand- delivered, (b) sent by Federal Express or comparable overnight mail service, or (c) mailed by U.S. registered or certified mail return receipt requested, postage prepaid. Notices should be sent to the School Board and County at their respective addresses set forth below. Notice is effective upon delivery or refusal of delivery of notice. Any notice delivered after 5:00 p.m. will be deemed to be delivered on the following Business Day. The addressees and addresses for notice may be changed by giving notice. Until written notice of a change in address is delivered, the last addressee and address stated in this Agreement are in effect for all purposes.

If to the SCHOOL BOARD:

Office of Superintendent
Attn: Superintendent of Schools
919 North Broad Street
Brooksville, FL 34601

Copies to:
Department of Planning Attn: Director of Planning
919 North Broad Street
Brooksville, FL 34601

Office of Legal Services
Attn: School Board Attorney & General Counsel
919 North Broad Street
Brooksville, FL 34601

If to the COUNTY:

Hernando County Government
Attn: County Administrator
15470 Flight Path Dr.
Brooksville, FL 34604

Copies to:
Hernando County Public Safety
Attn: Director
15470 Flight Path Dr.
Brooksville, FL 34604

Hernando County Government Attn: County Attorney

20 N Main St Rm 462
Brooksville, FL 34601

Section 21: MODIFICATIONS

1. This Agreement may be modified or amended only by mutual written consent of the Parties. Notwithstanding the foregoing, the Parties agree that Emergency Shelter sites, fuel sites, and staffing/staff duties, may be amended or supplemented from time to time upon the mutual written agreement of the School Board's Superintendent and/or designee and the Director of the County's Public Safety Department without formal amendment hereto.

Section 22: MISCELLANEOUS

1. The Parties represent that they have full authority to enter into and execute this Agreement. The drafting of this Agreement has been a joint endeavor between the Parties and shall not, solely as a matter of judicial construction, be interpreted more strictly against one Party than the other.
2. The invalidity of any provision hereof as may be found by a court of competent jurisdiction shall in no way affect or invalidate the remaining provisions of the Agreement.
3. The Parties shall not unlawfully discriminate against any individual on the basis of his or her race, age, religion, ancestry, color, ethnicity, gender, national origin, marital status, familial status, disability, sexual orientation, genetic information, or gender identity or expression with respect to any activity occurring or under this Agreement.

Section 23: ENTIRE AGREEMENT

1. This Agreement constitutes the entire agreement between the School Board and the County concerning the purposes outlined herein and shall supersede and control any or all prior Agreements or understandings, either written or oral, relating to the matters herein.

Section 24. EFFECTIVE DATE

1. 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.