

Public Safety  
2007-1096

Lee County Board Of County Commissioners  
Agenda Item Summary

Blue Sheet No.  
20070140

**1. ACTION REQUESTED/PURPOSE:** Authorize Chairman to execute an updated interlocal agreement with the School Board of Lee County that addresses the use and coordination of the Lee County School District's resources in protecting the public's health and safety during emergencies or disasters.

**2. FUNDING SOURCE:** All-Hazards Municipal Service Taxing Unit (MSTU) funds, 301 Capital Improvement Planning funds.

**3. WHAT ACTION ACCOMPLISHES:** Allows agreed upon School Board facilities to serve as "pet-friendly" shelters for the public, placement of permanent emergency power generation at facilities selected as emergency public shelters, access to School Board fueling facilities and fuel for County emergency responders and other approved agencies, and maintenance of equipment purchased by the County.

**4. MANAGEMENT RECOMMENDATION:** Approve

**5. Departmental Category:** Public Safety (07)

A7A

**6. Meeting Date:** May 29, 2007

<b>7. Agenda:</b> <input type="checkbox"/> Consent <input checked="" type="checkbox"/> Administrative Appeals  <input type="checkbox"/> Public Walk-On	<b>8. Requirement/Purpose: (specify)</b>		<b>9. Request Initiated:</b> Commissioner _____ Department _____ Division Public Safety, Emergency Management By: John D. Wilson, Director
	<input type="checkbox"/> Statute	_____	
	<input type="checkbox"/> Ordinance	_____	
	<input type="checkbox"/> Admin. Code	_____	
	<input checked="" type="checkbox"/> Other	Lee Plan	

**10. Background:** The attached updated agreement addresses issues and concerns arising from the community's response to hurricanes during 2004 and 2005. Among those addressed in the agreement include the need for resources to house evacuees with pets, permanent emergency power at facilities serving as public shelters due to the unavailability of such power resources following a disaster, and the need for additional fueling sites to maintain emergency response activities. Lee County Emergency Management staff worked with the School District's Office of the Superintendent in updating this agreement and preparing additional plans to implement its provisions (see attached pet sheltering plan). Other revisions to the interlocal agreement include the School Board maintaining County purchased equipment supporting emergency public shelters, and allowing the County to serve as the single point of contact for the School Board relating to designating school facilities for emergency purposes.

Attachments: Three (3) copies of the updated interlocal agreement  
Lee County "Pet Friendly" Sheltering Plan

**11. Review for Scheduling:**

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P. W. Director
<i>[Signature]</i>	<i>[Signature]</i>			<i>Andrea Fraser</i>	Analyst DEH 5/16/07	Risk M 5/16/07	Grants J 5/16/07	Mgr. <i>[Signature]</i>	<i>[Signature]</i> 5-15-07

**12. Commission Action:**

- Approved
- Deferred
- Denied
- Other

RECEIVED BY  
COUNTY ADMIN:  
5/14 4:30 PM  
COUNTY ADMIN  
FORWARDED TO: *[Signature]*  
5-16-07  
4:15 PM

Rec. by COAtty  
Date: 5/14/07  
Time: 3:25 pm  
*[Signature]*  
Admin 5/16/07

## INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_ 2007, by and between LEE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY", and the SCHOOL BOARD OF LEE COUNTY, hereinafter referred to as "SCHOOL BOARD".

WITNESSETH:

WHEREAS, LEE 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 Lee County Comprehensive Emergency Management Plan, the COUNTY and the SCHOOL BOARD recognize the mutual benefits that will arise, as the result of the SCHOOL BOARD and its personnel working with the COUNTY during a state of emergency; and

WHEREAS the COUNTY and the SCHOOL BOARD wish to establish a consistent, single point of contact for the designation of school facilities for emergency uses, to include, but not limited to, emergency shelters, refuges, staging areas, Points of Distribution and/or similar uses,

NOW, THEREFORE, the COUNTY and the SCHOOL BOARD, for and in consideration of the mutual covenants and promises provided for in this interlocal agreement, 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 responsibilities to serve the people of Lee County during emergencies or disasters.

Section 2. Obligations of the COUNTY.

Lee County, through its Emergency Management Program, agrees to:

- A. Implement to the fullest extent possible, Lee County Comprehensive Plan Policy 66.2.1, which states that Lee County shall continue programs to allocate responsibility and costs for supporting the use of schools as emergency shelters.
- B. In cooperation with the SCHOOL BOARD and the American Red Cross, identify and designate suitable school facilities to serve as emergency public shelters during hurricanes and other natural disasters.
- C. Act as the single point of contact for the SCHOOL BOARD in matters relating to the designation and use of school facilities for any emergency purpose, regardless of the requesting agency.
- D. Manage approval, with concurrence of SCHOOL BOARD, of all requests, regardless of requesting agency, for use of school facilities for any emergency purposes.
- E. In cooperation with the SCHOOL BOARD, identify and designate suitable school facilities to serve as "pet friendly" emergency public shelters during hurricanes and other natural disasters.

- F. Conduct analysis of newly constructed school facilities to determine the suitability of such facilities as emergency public shelters.
- G. Contingent upon the availability of funding, provide materials, equipment and supplies that either improve the use of, or increase the capacity of, school facilities to serve as emergency public shelters, to include, but not be limited to: shutters or other code approved window protection, emergency power connections, emergency generator, and medical equipment. To the extent practical, retrofitting existing facilities with permanent generators will be a priority.
- H. With concurrence of the SCHOOL BOARD or its representative to the Emergency Operations Center, determine emergency transportation needs, including the potential use of SCHOOL BOARD fuel and fueling sites.
- I. Identify emergency transportation priorities in cooperation with the SCHOOL BOARD.
- J. Identify origins and destinations for emergency transportation resources.
- K. Determine and provide food service activities at activated-special care centers and County managed emergency public shelters.
- L. Provide as much advance notice as possible to the SCHOOL BOARD for the need of SCHOOL BOARD assistance.
- M. Provide space in the Lee County Emergency Operations Center (EOC) for a School Board representative and any necessary support staff.
- N. Work with the SCHOOL BOARD to establish the necessary communication resources needed to coordinate the use of SCHOOL BOARD assistance.

Section 3. Obligations of the SCHOOL BOARD

The Lee County School Board, through its Superintendent or designee, agrees to:

- A. Provide all necessary and requested assistance, to the lawful extent possible, to the COUNTY when a state of local emergency is declared by Lee County as authorized by Section 252.38, Florida Statutes, in a manner consistent with the State Comprehensive Emergency Management Plan, and any supporting plans and procedures written in accordance with the provisions of Section 7 of this Agreement.
- B. Provide to the lawful extent possible, any requested assistance to the COUNTY in the event emergencies arise that do not require a “state of local emergency” to be declared by Lee County.
- C. 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 care centers, and to have final approval on the use of school buses as emergency transportation resources.
- D. Maintain COUNTY purchased equipment provided under Section 2, Paragraph G and assigned to SCHOOL BOARD facilities in good repair and serviceable condition, in accordance with manufacturer’s recommendations or other accepted standards.

- E. Assist the COUNTY with the coordination of the use of other public bus resources so that such resources can be used in an effective manner to meet emergency transportation needs.
- F. Provide, to the extent practical, access to SCHOOL BOARD fueling sites and fuel for COUNTY approved emergency responders and agencies.
- G. Assist the COUNTY in establishing the necessary communication resources needed to coordinate the use of SCHOOL BOARD assistance.

#### Section 4. Training

Both parties agree to support training activities as resources and time permit, and recognize that training is essential to successfully providing assistance to the people of Lee County in an emergency or disaster.

#### Section 5. Reimbursement Expenses

- A. Exercises: Expenses incurred by the SCHOOL BOARD in support of training exercises and use of SCHOOL BOARD employees will be reimbursed by the COUNTY as funds are available.
- B. Actual Emergencies: The COUNTY shall reimburse the SCHOOL BOARD for the actual costs to the SCHOOL BOARD for employees and resources used in providing facility management and food service activities at activated special care centers and County managed emergency public shelters; and providing emergency transportation assistance. This will include hourly wages, including specific mandatory benefits, paid to those SCHOOL BOARD employees who are available and actually serve during said emergency, costs for expendable and/or consumable items used in the course of shelter operations; and fuel dispensed in accordance with Section 3F of this agreement. Expenses shall be allocated based upon an hourly rate for SCHOOL BOARD employees and a cost per mile per vehicle rate agreed upon to by both parties and documented in supporting plans and procedures written in accordance with Section 7 of this Agreement. Reimbursement to the SCHOOL BOARD shall be made in a lump sum and shall be paid within sixty (60) days, or as soon as possible thereafter if resources are unavailable to process payment, and after the SCHOOL BOARD provides the COUNTY with individual time records of said employees and invoices for supplies and equipment needed for facility management, food service, and emergency transportation purposes. The SCHOOL BOARD shall provide the COUNTY with all necessary documentation within the SCHOOL BOARD's control or possession to enable the COUNTY to be reimbursed from other sources, as the result of the COUNTY's expenditures.
- C. Cost Recovery: The COUNTY will seek to recover funds from federal agencies when a declaration has been issued pursuant to Section 400.063, Florida Statutes, which provides for nursing homes to use their Resident Protection Trust Fund to pay transportation of residents upon the declaration of a state of local emergency pursuant to Section 252.38(6)(e), Florida Statutes. These funds shall be obtained and retained by the COUNTY to reduce costs paid to the SCHOOL BOARD.

#### Section 6. Limit on Allocation

The SCHOOL BOARD shall not furnish services provided for under this agreement which exceed the sum of \$80,000, unless funds for those services exceeding \$80,000 have been specifically authorized by the COUNTY.

Section 7. Planning and Implementation

The SCHOOL BOARD shall assist the COUNTY in the preparation of emergency operations plan(s) that will be published by the COUNTY prior to June 1 of each year as necessary. Said emergency operations plan(s) shall include:

- A. The designation of COUNTY and SCHOOL BOARD representatives who shall coordinate the activities and services included in the emergency operations plan(s).
- B. The plan(s) purpose, scope and any necessary and appropriate assumptions needed for plan implementation.
- C. The duties and responsibilities of the appropriate COUNTY and SCHOOL BOARD individuals and agencies that are needed for plan implementation.
- D. A shelter management operations procedure that will include the COUNTY, the SCHOOL BOARD, and the American Red Cross.
- E. Special Care Center operation guidelines and procedures.
- F. "Pet Friendly" shelter operating definitions, guidelines and procedures.
- G. An emergency transportation operations procedure.
- H. A food service activity plan and procedures.
- I. Reimbursement procedures.
- J. A list of public schools designated as approved emergency public shelters, including "pet friendly" locations as appropriate.
- K. Hourly employee cost and cost per mile per vehicle for use of bus transportation.
- L. Hourly employee cost for use in facility management services at activated special care centers or County managed emergency public shelters.
- M. Hourly employee cost for use of food service personnel at activated special care centers or County managed emergency public shelters.
- N. Any additional data and information deemed necessary and/or appropriate for plan(s) implementation as agreed to by both the COUNTY and the SCHOOL BOARD.

The emergency operations plan(s) shall become part of the Lee County Comprehensive Emergency Management Plan.

Section 8. Assumption of Liability

The COUNTY and the SCHOOL BOARD agree that each will assume responsibility for negligent acts of its own officers, employees, and agents, including volunteers, arising out of this Agreement. Each will defend all claims, causes of action, demands, suits, or other actions which any person may pursue based upon the negligent acts of the officers, employees, or agents, of the respective entity. Neither party assumes liability beyond that allowed by Section 768.28, Florida Statutes. This section

shall not be construed as waiving any defense or limitation which either party may have against any claim or cause, or cause of action by any person not a party to this Agreement.

Section 9. Employees of the SCHOOL BOARD

The COUNTY and SCHOOL BOARD agree that throughout the term of this Agreement and during the performance of obligations hereunder, that the SCHOOL BOARD will maintain medical and workers compensation insurance for SCHOOL BOARD employees activated to carry out the duties and responsibilities set forth in the emergency operations plan(s) referenced in Section 7. SCHOOL BOARD employees shall not be construed to be either agents or employees of the COUNTY for purposes of this Agreement.

Section 10. Agreement to include Entire Agreement

This Agreement constitutes the entire agreement between the SCHOOL BOARD and the COUNTY, any verbal understanding, statements or prior writings or agreements to the contrary notwithstanding.

Section 11. Agreement Modification

This Agreement shall not be modified unless such modification is in writing and signed by the COUNTY and the SCHOOL BOARD.

Section 12. Termination

Either party to the Agreement may terminate this Agreement by giving ninety (90) days notice in writing to the other party.

Section 13. Execution of Agreement

Pursuant to Section 163.01(11), Florida Statutes, this Agreement shall take effect after it has been signed by both the COUNTY and the SCHOOL BOARD, and upon duly filed with the Clerk of the Court of Lee County.

IN WITNESS WHEREOF, the COUNTY and the SCHOOL BOARD hereto have set their hands and seals on the date and year indicated.

ATTEST  
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY  
COMMISSIONERS OF LEE COUNTY,  
FLORIDA

By: \_\_\_\_\_

By: \_\_\_\_\_

Chairman

\_\_\_\_\_  
Witness

SCHOOL BOARD OF LEE COUNTY,  
FLORIDA

\_\_\_\_\_  
Witness

By: \_\_\_\_\_

Chairperson

APPROVED AS TO FORM  
Attorney for the School Board

APPROVED AS TO FORM  
Attorney for the County

By: \_\_\_\_\_

By: \_\_\_\_\_

# Lee County "Pet-Friendly" Sheltering Plan

(Dogs & Cats)

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## **Introduction**

There are numerous challenges developing shelters for both human and animal which can only be solved by creative ideas and innovative programs. This plan has been developed for the operation of a dog & cat friendly shelter for Lee County. It is an adaptation created through investigating industry standards for animal shelters, other Florida counties pet shelter programs as well as ongoing experience.

This plan outlines the shelter operation associated with pet friendly. Not all shelters can be pet friendly.

## **Purpose**

To control, and support the humane care and treatment of animals sheltered during an emergency situation.

## **Assumptions**

- Lee County Animal Services shall direct and control all activities related to animal protection and control during an emergency.
- Lee County Animal Services shall be the agency responsible for authorizing any use of outside animal welfare, control or rescue groups. Such groups must be credentialed and authorized, or shall be required to leave the area, of the emergency and jurisdiction of Lee County.
- Any emergency resulting in evacuation of residents to a shelter shall result in animal issues.
- Pet shelters activated upon need.
- Owner(s) agree during "lock-down", no pet(s) or people shall be allowed outside (must remain inside pet-friendly shelter) until "all-clear" has been given.

### **Concept of operations**

The sheltering and protection of animals is the responsibility of their owner. Lee County Animal Services shall be the lead agency for situation assessment and determination of resource needs. The County will support the animals housed in the shelter.

Request for animal protection assistance and resources shall be routed through Lee County Emergency Operation Center. Shelters have been established in an effort to assist evacuated residents with their dog(s) and cat(s).

### **Registration of Animals**

Lee County Animal Services shall be responsible for maintaining the pet shelter registration/reservation list.

**Primary Registration** – all shelter guests register their pet in the pet shelter then register themselves with the American Red Cross.

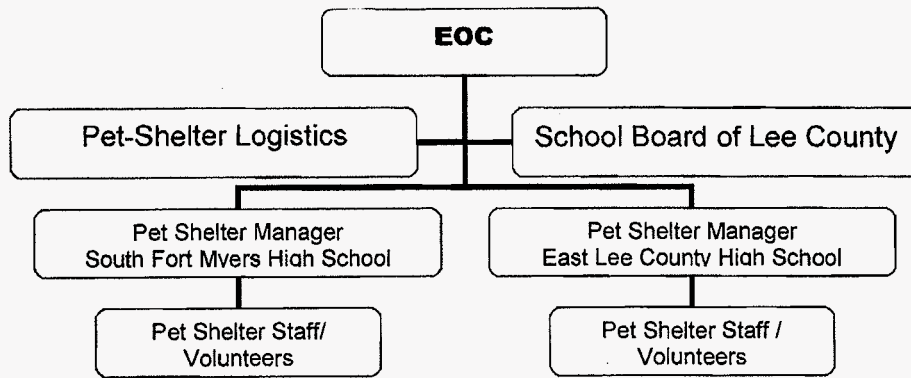
### **Set-Up**

#### **Building Checklist**

- water and power available
- adequate lighting
- ingress/egress through all doors
- functionality of restrooms

#### **Registration Checklist**

- the pet shelter entry and drop off point shall be properly identified at the entrance of the site.
- arm-band pet owners to signify authorization into the pet-friendly area.
- relief area; for dogs and cats have been pre-identified.



SHELTER EQUIPMENT (enough to stock 3 shelters)

1. bag phones (3)
2. first aid kits (3)
3. digital cameras (3)
4. pens, sharpie markers, note pads
5. duct tape
6. signage
7. color arm bands for registered pet owners
8. registration agreement

PET SUPPLIES (enough to stock 3 shelters)

1. manual can openers (3)
2. hand disinfectant
3. paper towels
4. heavy duty plastic bags
5. signage
6. waste clean-up bags

**LEE COUNTY  
PET OWNER RULES FOR PET FRIENDLY SHELTERS**

1. My pet(s) shall remain contained in its approved carrier except at scheduled times. During scheduled relief time, my pet(s) shall be properly confined with leash, harness and muzzle (if necessary). Scheduled times shall be strictly adhered to. I agree that only one person from my family shall be allowed to care for my pet(s) at any time.
2. I certify that my pet(s) is/are current on rabies and all other vaccinations recommended.
3. I agree to provide dry food, treats, kitty litter and other supplies as needed and to properly feed, water and care for my pet(s) as instructed by Lee County Animal Services or designee. Administration of all medication should be properly documented.
4. I agree to properly sanitize the areas used by my pet(s), including proper waste disposal and disinfecting as instructed by Lee County Animal Services or designee.
5. I shall not permit other shelter occupants to handle or approach my pet(s) either while it is in its carrier or during exercise times. I shall make sure the carrier door is latched and secured with wire or rope tie.
6. I shall maintain proper identification on my pet(s) and its carrier at all times.
7. I shall permit my pet(s) to be examined by qualified animal shelter personnel to determine if medical or stress conditions are present requiring attention.
8. Owner(s) agree during "lock-down", no pet(s) or people shall be allowed outside (must remain inside pet-friendly shelter) until "all-clear" has been given.
9. I acknowledge that my failure to follow these rules may result in the removal of my pet(s). I further understand that if my pet(s) becomes unruly, aggressive, has shown signs of contagious disease, is infested with parasites (fleas, ticks, lice, etc.) or begins to show signs of stress-related conditions, my pet(s) may be removed to a more remote location. I understand that any decision concerning the care and welfare of my pet(s) and the shelter population as a whole are within the sole discretion of Lee County Animal Services or designee, whose decisions are final. I acknowledge, and agree, that any animal not removed by its owner following the emergency sheltering shall be treated as a stray animal and dealt with in accordance with Lee County Ordinance.

**I certify that my pet(s) has/have no history of aggressive behavior and has not been diagnosed with any contagious diseases for which it has not received successful treatment.**

**I hereby agree to hold harmless all persons, organizations, corporations or government agencies involved in the care and sheltering of my animal(s). I further agree to indemnify any persons or entities which may have suffered any loss or damage as a result of the care and sheltering of my animal(s).**

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Printed Name** \_\_\_\_\_

Address \_\_\_\_\_

City/Zip \_\_\_\_\_ Phone \_\_\_\_\_

**LEE COUNTY PET FRIENDLY SHELTER(S) ACTIVATED UPON NEED**

**PET FRIENDLY SHELTER CAPACITIES**

<b>Shelter Locations</b>	<b>Area of County</b>	<b># Residents in Pet Designated Area</b>	<b># Dogs</b>	<b># Cats</b>
South Fort Myers High	South/West County	200 app		
East Lee County High	East County	200app		

**PLEASE LIST NAMES OF ALL PEOPLE STAYING IN THE PET-FRIENDLY SHELTER AREA:**


**PETS**

Dog or Cat	Pet's Name	Age	M/F	Altered?	Breed	Color-Markings

Are any animals on medication or dietary supplements? If so, please explain, identify which pet(s) and give time normally administered: \_\_\_\_\_

Can medications/supplements be given in the regular food ration? \_\_\_\_\_ yes \_\_\_\_\_ no

Are there any medical problems or behavioral characteristics we should know about? If so, please identify pet(s) and provide details: \_\_\_\_\_

Time of day pet(s) is/are normally walked for relief purposed: \_\_\_\_\_

**SHELTER OCCUPANT SIGN OUT**

Signature \_\_\_\_\_

Date left shelter \_\_\_\_\_ Time \_\_\_\_\_ am or pm

**FOR OFFICE USE ONLY**

Shelter Location \_\_\_\_\_