

# Memorandum



**Date:** April 05, 2005

**To:** Honorable Chairman Joe A. Martinez  
and Members, Board of County Commissioners

Agenda Item No. 3(O)(10)(A)

**From:**   
George M. Burgess  
County Manager

**Subject:** Inter Local Agreements to Implement FY 2004-05 State Homeland Security  
Agreement Projects

## RECOMMENDATION

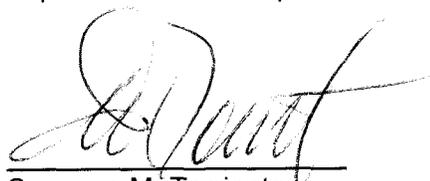
It is recommended that the Board approve the attached resolution authorizing the County Manager to execute inter local agreements with Miami-Dade County municipalities, as appropriate, in order to carry out a FY 2004-05 State Homeland Security Preparedness Agreement project. Resolution R-1293-04, approved on October 19, 2004, authorized the County Manager to execute this State of Florida Department of Community Affairs grant in the amount \$1,150,854 for the period July 1, 2004 to September 30, 2005. Board approval of this resolution is necessary for the County to enter into the required municipal sub agreements and to distribute the funds.

## BACKGROUND

The Miami-Dade Office of Emergency Management is managing this federal initiative to provide funds to local first responders for planning, training, equipment and exercise programs to enhance local capabilities to prevent, respond to and recover from acts of terrorism. Inter local agreements executed with the municipalities, including the cities of Coral Gables, Hialeah, Miami Beach and Miami, will require them to incorporate the State Terrorism Warning Point alert and notification procedures and the Tiered Response dispatch procedures into their respective Public Safety Answering Point and will provide funds to train all appropriate personnel.

The approved grant has also provided funds to complete an assessment of the security needs for the Emergency Operations Center (EOC) and will pay for enhancing security at this facility. Vulnerability assessments on 100 other local critical facilities will be carried out. Other planning activities to be completed include the development of a Continuity of Operations Plan for the Enterprise Technology Services Department (ETSD) and a hospital response plan for mass causality incidents.

Training programs will include a multi-media educational program for sheltering-in-place, a multi-jurisdictional mass fatalities response training, and training for the development of Continuity of Operations Plans (COOP) for county departments. Local exercises will be carried out to test the departments' COOP plans.



Susanne M. Torriente  
Assistant County Manager



# MEMORANDUM

(Revised)

**TO:** Honorable Chairman Joe A. Martinez  
and Members, Board of County Commissioners

**DATE:** April 5, 2005

**FROM:** Robert A. Ginsburg  
County Attorney

**SUBJECT:** Agenda Item No. 3(O)(10)(A)

Please note any items checked.

- "4-Day Rule" ("3-Day Rule" for committees) applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Bid waiver requiring County Manager's written recommendation
- Ordinance creating a new board requires detailed County Manager's report for public hearing
- Housekeeping item (no policy decision required)
- No committee review

Approved \_\_\_\_\_ Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Agenda Item No. 3(O)(10)(A)  
04-05-05

RESOLUTION NO. \_\_\_\_\_

RESOLUTION AUTHORIZING THE COUNTY MANAGER TO EXECUTE INTER LOCAL AGREEMENTS WITH MUNICIPALITIES TO CARRY OUT A STATE OF FLORIDA DEPARTMENT OF COMMUNITY AFFAIRS HOMELAND SECURITY PREPAREDNESS ACTIVITY; AND AUTHORIZING THE COUNTY MANAGER TO EXECUTE MODIFICATIONS AND TO EXERCISE THE CANCELLATION PROVISION CONTAINED THEREIN

WHEREAS, the Federal Department of Homeland Security Appropriations Act was approved for funding in Fiscal Year 2004; and

WHEREAS, the Department of Homeland Security Office for Domestic Preparedness is funding the State Homeland Security Program in the State of Florida; and

WHEREAS, the State of Florida has appropriated \$1,150,854 for the Miami-Dade County Homeland Security Preparedness Agreement; and

WHEREAS, the Miami-Dade County Board of County Commissioners approved Resolution R-1293-04 on October 19, 2004 authorizing the County Manager to execute the homeland security agreement; and

WHEREAS, the County wishes to enter into inter local agreements with municipalities to carry out an activity under this grant; and

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board authorizes the

County Manager to execute inter local agreements with municipalities for homeland security preparedness in Miami-Dade County, in substantially the form attached hereto and made a part hereof, an original of which is on file with the Clerk of the Board; and authorizes the County Manager to execute any necessary modifications and the cancellation provision contained therein following the approval by the County Attorney's Office.

The foregoing resolution was offered by Commissioner \_\_\_\_\_, who moved its adoption. The motion was seconded by Commissioner \_\_\_\_\_, and upon being put to a vote, the vote was as follows:

Joe A. Martinez, Chairman  
Dennis C. Moss, Vice-Chairman

Bruno A. Barreiro  
Jose "Pepe" Diaz  
Sally A. Heyman  
Dorrin D. Rolle  
Katy Sorenson  
Sen. Javier D. Souto

Dr. Barbara Carey-Shuler  
Carlos A. Gimenez  
Barbara J. Jordan  
Natacha Seijas  
Rebeca Sosa

The Chairperson thereupon declared the resolution duly passed and adopted this 5<sup>th</sup> day of April, 2005. This Resolution and contract, if not vetoed, shall become effective in accordance with Resolution No. R-377-04.

MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF COUNTY  
COMMISSIONERS

HARVEY RUVIN, CLERK

Approved by County Attorney as  
to form and legal sufficiency. \_\_\_\_\_

Eric A. Rodriguez

By: \_\_\_\_\_  
Deputy Clerk

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_ by and between Miami-Dade County (hereinafter referred to as the "County") and the City of \_\_\_\_\_ (hereinafter referred to as the "City").

**WHEREAS**, Miami-Dade County (unincorporated areas and incorporated municipalities) remains a high-risk terrorism threat area due to the large civilian population, military bases, federal buildings, seaport, airports, mass transit systems, border access, public arenas, high-profile events/ conferences, financial institutions, power plants, and water plants located within its boundaries; and

**WHEREAS**, the County and the City recognize the seriousness of this threat and the importance of preparing for and responding to terrorist incidents in a unified, coordinated, and efficient fashion to protect public health and safety from the effects of Weapons of Mass Destruction; and

**WHEREAS**, the County and the City recognize the significance of making the *Miami-Dade County Terrorism Response Plan* operational through training, exercises, and the development of standard operating procedures (hereinafter referred to as "SOPs") in order to provide direction to all agencies involved in preparing for and responding to terrorist incidents; and

**WHEREAS**, the County and the City recognize the necessity for the *Miami-Dade County Terrorism Response Plan* to be an operational plan that accurately and clearly defines the roles and responsibilities of responding agencies at all jurisdictional levels and across functional disciplines; and

**WHEREAS**, the County and the City recognize that Public Safety Answering Points play an essential role in alerting, notifying, and dispatching the terrorism response assets tasked in the *Miami-Dade County Terrorism Response Plan* of all suspected and/ or confirmed terrorism incidents within the borders of Miami-Dade County; and

**WHEREAS**, the County has received a \$29,949.00 grant from the United States Office for Domestic Preparedness State Homeland Security Grant Program Fiscal Year 2004/ 2005, Attachment A, (hereafter referred to as the "Grant Agreement") for the purpose of exercising and evaluating the Terrorism Warning Point and Tiered Response procedures with dispatching personnel from the City; and

**WHEREAS**, the Miami-Dade County Office of Emergency Management will act as project manager for the \$29,949.00 grant received from the United States Office for Domestic Preparedness State Homeland Security Grant Program Fiscal Year 2004/ 2005 and will be responsible for exercising and evaluating the Terrorism Warning Point and Tiered Response procedures with dispatching personnel from the City Public Safety Answering Points on behalf of the County.

**NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the County and the City agree as follows:**

## SECTION 1: AGREEMENT

1. The City is responsible for incorporating the Terrorism Warning Point alert and notification procedures and the Tiered Response dispatch procedures into its Public Safety Answering Point (hereinafter referred to as "PSAP") SOPs.
2. The City agrees that all PSAP SOPs will be consistent with the *Miami-Dade County Terrorism Response Plan*.
3. The County agrees to brief the City's PSAP supervisors and trainers on the Terrorism Warning Point and Tiered Response procedures by March 15, 2005.
4. The City is responsible for training all appropriate PSAP personnel about the SOPs by April 15, 2005. The City agrees to keep a roster of all personnel trained.
5. The City agrees to submit a copy of their PSAP SOPs with the incorporated Terrorism Warning Point and Tiered Response procedures and a copy of their SOPs training roster to the County by April 15, 2005.
6. The County agrees to pay the City \$2,994.90 after the County receives a copy of the City's PSAP SOPs with the incorporated Terrorism Warning Point and Tiered Response procedures and SOPs training roster. Payment is contingent upon and will occur after final approval from the County and the State of Florida Division of Emergency Management.
7. The County is responsible for developing a tabletop exercise plan and facilitating the tabletop exercise when it takes place. The County agrees to provide the State of Florida Department of Emergency Management with a copy of the tabletop exercise plan.
8. The City agrees to participate in a tabletop exercise at a facility of their choosing to test and evaluate the incorporated Terrorism Warning Point and Tiered Response procedures by June 15, 2005.
9. The County agrees to pay the City a percentage of \$14,974.50 after the City participates in a tabletop exercise. The percentage the County agrees to pay the City will be based on the number of PSAP personnel trained in the SOPs by the City divided by the total number of personnel trained in SOPs by the five participating jurisdictions. Payment is contingent upon and will occur after final approval from the County and the State of Florida Division of Emergency Management.
10. This transaction will take place after final approval from the County and the State of Florida Division of Emergency Management.
11. The County is responsible for developing an After Action Report from the feedback received after the tabletop exercise.
12. The County agrees to provide the State of Florida Division of Emergency Management with a copy of the tabletop exercise After Action Report and a copy of the City's training roster by June 30, 2005.
13. The County is responsible for continually updating and enhancing the *Miami-Dade County Terrorism Response Plan* to accurately depict the roles and responsibilities of the tasked agencies and jurisdictions through feedback from after action reports and plan review

sessions. The County agrees to work with the City to accomplish this responsibility and periodically publish a revised copy of the *Miami-Dade County Terrorism Response Plan*.

14. The City is responsible for routine updates of their SOPs and continued training of personnel to stay consistent with the *Miami-Dade County Terrorism Response Plan*. The City agrees to inform the County of any changes in the City's capabilities to prepare for and respond to a terrorism incident.
15. This agreement is subject to all terms, conditions and obligations set forth in the Grant Agreement which conditions and obligations are incorporated as if set forth herein. City agrees to abide by and be bound by all applicable provisions of the Grant Agreement and any modifications or extensions thereto as if set forth herein.
16. The Miami-Dade County Office of Emergency Management is designated as the Project Manager for the County's responsibilities under this Agreement and is authorized to exercise the provisions of this Agreement. The contact point for the City regarding its obligations under this Agreement will be the Miami-Dade County Office of Emergency Management.

## **SECTION II. MODIFICATIONS**

This Memorandum of Understanding may be modified at any time upon the mutual written consent of the County and the City signatories.

## **SECTION III. TERMINATION**

Termination of this Memorandum of Understanding shall become effective immediately upon initial notification, which may be made verbally between the parties and substantiated in writing within sixty calendar days following initial notification.

## **SECTION IV. EFFECTIVE DATE & DURATION**

This Memorandum of Understanding shall take effect upon execution by signatories and stay enforced until terminated upon 60 days notice by the County:

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their duly authorized officials.

**City of** \_\_\_\_\_

**Miami-Dade County**

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_