MEMORANDUM

Agenda Item No. 9(A) (10)

TO:	Honorable Chairman Dennis C. Moss and Members, Board of County Commissioners	**DATE:**	June 30, 2009
FROM:	R. A. Cuevas, Jr. County Attorney	**SUBJECT:**	Resolution retroactively authorizing the County Mayor to execute a hurricane shelter agreement between Miami-Dade County and the Dade County School Board

The accompanying resolution was prepared and placed on the agenda at the request of Department of Emergency Management & Homeland Security, and Co-Sponsor Vice-Chairman Jose "Pepe" Diaz.

R. A. Cuevas, Jr.
County Attorney

RAC/cp

RESO\2078

Memorandum

MIAMI-DADE COUNTY

Date: June 30, 2009

To: Honorable Chairman Dennis C. Moss
and Members, Board of County Commissioners

From: George M. Burgess
County Manager

Subject: Hurricane shelter agreement between Miami-Dade County and The School Board of Miami-Dade County, Florida Public Schools

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Recommendation

It is recommended that the Board approve the attached resolution retroactively authorizing the County Mayor or County Mayor's designee to execute an agreement between Miami-Dade County and the School Board of Miami-Dade County, Florida (School Board) for the use of public schools as hurricane shelters. The term of the agreement is for ten years, commencing on June 1, 2009 and ending November 30, 2019.

Fiscal Impact/Funding Source

This agreement does not require a funding source to execute as the School Board shall seek reimbursement from the Federal Emergency Management Agency's (FEMA) Public Assistance Program for expenditures for food and wages incurred by the School Board for hurricane shelter activations. As in the past, the County does agree to reimburse the School Board for hurricane shelter expenditures not covered by FEMA.

Track Record/Monitor

This agreement shall be monitored by the Department of Emergency Management.

Background

The agreement replaces a verbal understanding and defines, in writing, the County's ability to utilize school facilities pursuant to the Miami-Dade County Comprehensive Emergency Management Plan. Furthermore, the agreement outlines the responsibilities of the County and the School Board; extent of use of school facilities by the County; triggers for requesting and utilizing school facilities and when necessary, reimbursement to the School Board.

Assistant County Manager

MEMORANDUM

(Revised)

TO: Honorable Chairman Dennis C. Moss and Members, Board of County Commissioners

DATE: June 30, 2009

FROM: R. A. Cuevas, Jr. County Attorney

SUBJECT: Agenda Item No. 9(A)(10)

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 Mayor'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. 9(A)(10)
6-30-09

RESOLUTION NO. _____

RESOLUTION RETROACTIVELY AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE A HURRICANE SHELTER AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE DADE COUNTY SCHOOL BOARD; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE AND AMEND SUCH AGREEMENT AS REQUIRED; AND TO FILE AND EXECUTE ANY NECESSARY AMENDMENTS TO THE AGREEMENT AND TO EXERCISE ANY CANCELLATION PROVISION CONTAINED THEREIN

WHEREAS, this agreement replaces a verbal understanding and defines, in writing, the County's ability to utilize school facilities pursuant to the Miami-Dade County Comprehensive Emergency Management Plan; and

WHEREAS, the agreement outlines the responsibilities of the County and the School Board relating to the extent of the use of school facilities by the County, the procedures for requesting and utilizing school facilities and providing reimbursement to the School Board when appropriate; 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 retroactively approves the agreement between Miami-Dade County and the Dade County School Board for use of public schools as hurricane shelters for a ten year period, commencing June 1, 2009 through November 30, 2019 in substantially the form attached hereto and made a part hereof, an original of which is filed with the Clerk of the Board; authorizes the County Mayor or County Mayor's designee to execute same for and on behalf of Miami-Dade County, and to file and

execute any necessary modifications and the cancellation of the agreement contained therein following the approval of 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:

Dennis C. Moss, Chairman
Jose "Pepe" Diaz, Vice-Chairman

Bruno A. Barreiro	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Barbara J. Jordan	Joe A. Martinez
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 30th day of June, 2009. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

HARVEY RUVIN, CLERK

By:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Eric A. Rodriguez

AGREEMENT

THIS AGREEMENT is made and entered into between The School Board of Miami-Dade County, Florida (hereinafter referred to as "School Board"), and Miami-Dade County, Florida (hereinafter referred to as "County") on this 1 day of June, 2009.

WITNESSETH

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreement herein contained the School Board and the County agree as follows:

1. The School Board agrees that, to the extent of its ability and upon request by the County, the County may make use of its school facilities as evacuation centers in the event of a potential emergency for residents living in evacuation zones. Certain schools will be designated as one of the following: general population evacuation center, pet-friendly evacuation center, special needs evacuation center or evacuation center for first responders' families. For purposes of the Agreement the term "emergency" is defined as: the threat of a hurricane or tropical storm to the residents of Miami-Dade County, other severe weather events, flooding or environmental hazards that cause large numbers of Miami-Dade County residents to be displaced from their homes, or a declared emergency by local, state, or federal government, whether related to weather or other causes, including but not limited to riot or mass migrations.

2. The County agrees that it shall exercise reasonable care in the conduct of its activities in and upon school facilities, subject to the exigencies of the particular emergency situation.

3. Notwithstanding any other agreements to the contrary, the County agrees to defend, hold harmless and indemnify the School Board against any and all legal liability with respect to bodily injury, death, and property damage arising from the negligence of the County during its use of school facilities belonging to the School Board, subject to the limitations of and without waiving the provisions of Chapter 768.28, Florida Statutes.

4. The School Board shall seek reimbursement from the Federal Emergency Management Agency's (FEMA) Public Assistance Program for expenditures for food and wages incurred by the School Board. The County will reimburse the School Board for expenditures not covered by FEMA.

5. The County shall reimburse the School Board for mutually identified and inventoried items that are stolen, damaged or missing following the County's use of school facilities.

6. The County and the School Board agree to abide by the Standard Operating Procedures outlined in the attached Addendum B, Standard Operating Procedures, except to the extent that compliance with those provisions, during a declared state of emergency, would endanger life or property, or the public health and welfare.

7. The term of this Agreement is for ten (10) years, commencing on June 1, 2009 and ending November 30, 2019.

8. Six months prior to the expiration of this Agreement the parties shall meet to review the progress and success of the Agreement and negotiate the next Agreement.

9. This Agreement may be terminated by either party giving sixty (60) days written notice to the other party, for the School Board at its office address of 1450 NW 2 Ave, Miami, Florida 33132 for the County at its address of 111 N.W. 1st Street, Suite 2910, Miami, FL 33128 for the County.

10. Nothing contained herein shall limit, or be construed to limit, the authority granted the County by statute, home rule charter, ordinance, or general law relating to emergency management; the County shall retain, to the full and maximum extent of its legal authority, the right, ability, and power to take all actions necessary to secure the public health and welfare, and the protection of life and property, during emergency situations, including actions which are inconsistent with the terms of this Agreement. Where the County, in good faith, determines that an action inconsistent with this agreement is necessary to the protection of life or property, the County may take such action, and such action shall not create liability under this Agreement or otherwise create a cause of action in favor of the School Board against the County. Notwithstanding the preceding, and irrespective of County action, the County shall at all times remain responsible for its obligations in Paragraphs 2 and 3 herein, and the School Board shall remain responsible for its obligations under this Agreement.

11. Notwithstanding any other agreements to the contrary, the School Board agrees to defend, hold harmless and indemnify the County against any and all legal liability with respect to bodily injury, death, and property damage arising from the negligence of the School Board during the County's use of school facilities belonging to the School Board, subject to

the limits of and without waiving the provisions of Chapter 768.28, Florida Statutes.

In Witness thereof, the School Board and the County have caused this Agreement to be executed by the Superintendent of Schools for the School Board and the County Manager of Miami-Dade County, said agreement to become effective and operative upon the date stated in item 7.

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY SCHOOL BOARD ATTORNEY
4/2/09

The School Board of Miami-Dade County, Florida

By: _____
Alberto M. Carvalho, Superintendent of Schools

Witness:

_____

Miami-Dade County

By: _____
George Burgess, County Manager

Witness:

_____

Approved as to form
and Legal Sufficiency

_____
Assistant County Attorney

6-5-09
Date

7

ADDENDUM A
LABOR AGREEMENT

Once the School Board has given its authorization and approval, the County may request of the School Board the activation of hourly cafeteria, custodial, security monitors, School Board police officers and zone mechanics to provide essential feeding, maintenance and security services in schools being used as an emergency shelter. Facility staff and residents are also expected to assist with food service and maintenance. The School Board will seek reimbursement from the Federal Emergency Management Agency (FEMA) for wages for the staff listed for their services provided during the emergency/disaster operation. The County will reimburse the School Board for expenditures not covered by FEMA.

Upon activation of a facility by the County, the School Board agrees to provide:

1. Start-up team: The school principal, the cafeteria manager, the head custodian, and one (1) School Board police officer until the shelter population size is reasonably known or expected.

2. Ongoing team: In addition to the start-up team, two (2) cafeteria workers (one for each 8 hour shift) and three (3) custodial workers (one each for three 8 hours shifts) and one (1) School Board police officer and three (3) security monitors. Zone mechanic may be called at the discretion of the shelter principal or Shelter Manager.

3. Staffing may increase upon request and/or with approval from the County or the Shelter Manager during the day a tropical storm/hurricane passes by to allow 24 hour coverage to be located at the facility during the storm.

4. In the event of a complete communications outage, the Shelter Manager and the school principal shall have the authority to acquire the human and material resource needed to support operations until such time as communications are restored.

Upon activation, the County will provide:

1. Specialized Staff:
   a. Pet-friendly Shelter: the County's Animal Services Department will staff the pet operations at the evacuation center.
   b. Special Needs Evacuation Center: the Miami-Dade County Health Department and the Public Health Trust will coordinate the staffing of medical personnel and support staff (a certified language interpreter must be available upon request for the designated special needs shelter).
   c. First Responders Evacuation Center: Miami-Dade Police Department will provide staff to manage areas of schools to be used by relatives of first

responders. Relatives of school police personnel may also use this specialized evacuation center.

2. Security: Miami-Dade County will provide additional police officers while the shelter is open or make arrangements with police of the corresponding municipality in which a school is located to fulfill this obligation. If, in the opinion of the County, additional security support is needed, the County will hire additional security guards from private vendors.

3. Personnel: The County will provide County employees to assist with the overall operations of the shelter including one person to serve as Shelter Manager. The Shelter Manager will oversee shelter operations.

ADDENDUM B

STANDARD OPERATING PROCEDURES

A. SHELTER PRINCIPAL'S RESPONSIBILITIES AND DUTIES

1. The School Board Shelter Principal or designee will be in charge of the facility operation at the school. The County Shelter Manager will be in charge of the shelter operation at the school. Both individuals will work in cooperation to carry out the successful operation of an evacuation center or shelter. School buildings that have been designated as shelters or designated in an emergency will be made available upon notification from the Superintendent or designee. It is the principal's responsibility to open the building at the hour designated.

2. The Shelter Principal or designee will remain on site throughout the emergency or until relieved by another shelter principal or designee.

3. Upon activation of the shelter and prior to the arrival evacuees the Shelter Principal and County Shelter Manager shall develop a complete property inventory of all Board-owned items housed in the spaces designated as shelter areas, as well as an inventory of the pre-existing condition of the building. The Shelter Principal and County Shelter Manager shall review this inventory before and after the emergency. The Shelter Principal will ensure that all expensive equipment is secured prior to the shelter opening. Areas with high value equipment (e.g. computer labs and media centers) are prohibited from being used for shelter purposes, unless a determination is made by both the Shelter Principal and the County Shelter Manager that its use is necessary to protect the life, safety and welfare of the citizens of Miami-Dade County; however, any unsecured equipment in the shelter area shall be recorded by the Shelter Principal and the County Shelter Manager.

4. The closing of a shelter facility will be a decision reached by the County in cooperation with the School Board and will be communicated jointly through the County Shelter Manager and Shelter Principal to the evacuees. As the need for of shelter space diminishes, the County will attempt in good faith to consolidate the remaining facilities and to the extent possible transfer evacuees to non-school facilities, in compliance with regulations, permitting the School Board to ready its facilities for receiving students and staff.

B. SHELTERS

1. Structures to be used for emergency shelters:
   a. Hurricane Evacuation Centers are designated by the Miami-Dade Department of Emergency Management & Homeland Security

(DEM&HS) in cooperation with and with the approval of the School Board.

b. Surveys of the facilities will be performed jointly with staff from the DEM&HS and County structural engineers. The School Board Division of Safety and Emergency Management will serve as liaison between school principals and survey teams. These surveys shall be conducted at a time that does not interfere with the normal operations of a school, unless unavoidable under the circumstances (i.e., anticipated emergency).

2. Shelter Capacities: The DEM&HS in cooperation with the School Board shall determine shelter capacities. The DEM&HS will provide the final capacity numbers to the Division of Safety and Emergency Management.

3. Registration of Evacuees: It is the responsibility of the County staff assigned to the shelter to handle the registration of evacuees.

4. Shelter Regulations:
   a. Animals: Pets will only be permitted at schools designated as pet-friendly. The decision to designate a school as pet-friendly will be made jointly between the County and the School Board. Service animals are permitted in all shelters. In the pet-friendly shelters, the following animals are allowed:
      1) Dogs
      2) Cats
      3) Ferrets
      4) Pocket Pets, limited to the following: gerbils, guinea pigs, hamsters, and rabbits (under 10 pounds)
      5) Birds (common house-hold varieties, does not include exotics)
   b. Smoking/Drugs/Alcohol/Firearms
      1) All facilities shall prohibit smoking, drugs, alcohol and firearms.
      2) Evacuees violating this policy can be removed from the facility by police.

5. Construction:
   Prior to March 1st of each year, School Board will provide a list of schools to the DEM&HS which will include facilities undergoing construction and facilities that have constructed or renovated under the Hurricane Enhanced Protection Area guidelines.

C. COMMUNICATIONS:
   1. Telephones: The primary means of communication shall be telephones unless service is interrupted. During emergency periods, telephone

use must be restricted to essential calls only. Telephone access will be afforded to the assigned County staff.

2. Radio: Two way radio communications shall be provided as follows:
   a. 2-meter HAM radio and/or cellular phones provided and operated by the County.
   b. Hand-held radios to access the School Board District Emergency Communications Network (DECON). The County Shelter Manager shall be assigned a hand-held (intra-facility) radio in order to maintain constant contact with other school staff.
   c. Police and paramedics assigned to each shelter will have their own radio systems.

3. Reasonable access will be granted to County staff members to office areas to facilitate the operation of the shelter.

D. FOOD SERVICE REQUIREMENTS

1. Prior to April 15th of each year, the Division of Safety Emergency Management shall supply the Department of Food and Nutrition with an updated list of shelter schools. Upon receipt, the Department of Food and Nutrition will prepare a menu to cover a two day period (6 meals & 4 snacks). This two days menu will be submitted to the DEM&HS. In addition, the Department of Food and Nutrition will schedule a meeting for all food service managers assigned to an emergency shelter to review shelter procedures.

2. When a school is designated as an emergency shelter, the school food service program shall provide emergency meals for persons seeking shelter in the school. The school food service manager, or designee approved by the principal, shall be on duty as long as the shelter is open. The County and/or food service manager may also request volunteer assistance from evacuees.

E. SET-UP AND CLEANING REQUIREMENTS: The County with assistance from the facility's janitorial staff will ensure the immediate removal of all trash and garbage upon the closure of the facility.

1. Pet-friendly evacuation center:
   a. The County will install plastic sheeting underneath each crate; however the Board reserves the right to request additional protection of property as may be deemed necessary.
   b. During shelter operation, the County shall be responsible for maintaining the areas utilized as pet shelter areas in a clean and sanitary condition.
   c. Upon closure of the shelter:

i. The County shall be responsible for restoring the areas utilized and adjacent to pet sheltering areas to a clean and sanitary condition. The County will ultimately be responsible for any required and unforeseen clean-up activities as a result of an area being used as a pet shelter, and shall be solely responsible for the costs of any additional clean-up.

ii. The County shall ensure the areas utilized and adjacent to pet shelter areas are thoroughly inspected and determined to be free from fleas, ticks and other pests consistent with the animals listed in section B number 4 of this addendum.

2. Special needs evacuation center:
   a. The County shall promptly remove any medical or hazardous waste.
   b. The County shall be responsible for restoring the areas utilized and adjacent to special needs sheltering areas to a clean and sanitary condition.

MIAMI-DADE COUNTY
BOARD OF COUNTY COMMISSIONERS
OFFICE OF THE COMMISSION AUDITOR

Legislative Notes

Agenda Item:	**9(A)10**
File Number:	**091649**
Committee(s) of Reference:	**BCC**
Date of Analysis:	**June 9, 2009**
Type of Item:	**Hurricane Shelter Agreement**
Sponsor/ Requester:	**Dept. of Emergency Management & Homeland Security**

Summary

This resolution authorizes the County Mayor to execute a 10-year agreement with the County School Board to use school facilities as evacuation centers in the event of a hurricane, tropical storm, flooding, severe weather events, environmental hazards, or declared emergencies (such as riots or mass immigration) that cause numbers of residents to be displaced from their homes.

Under the agreement, (1) the School Board will provide and designate which evacuation centers will accommodate the general population, pets, special needs persons or first responders' families; (2) the County and the School Board both will agree to hold each other harmless and to indemnify each other against personal injuries or property damage that may occur from the use of the facilities subject to the limitations of state law governing sovereign immunity; and (3) the County will reimburse the School Board for staff wages and emergency meals not covered by FEMA, and for missing, damaged or stolen items following the use of the facilities.

The term of the 10-year agreement is to begin June 1, 2009. The Board of County Commissioners' (BCC) authorization, if granted, would be retroactive to June 1st which coincides with the beginning of hurricane season.

Policy Change and Implication

Historically, the County has used schools as emergency evacuation shelters under a verbal agreement with the School Board. This resolution establishes formal written policies and procedures for using public school facilities as shelters. The proposed agreement expressly incorporates the terms and conditions for using school facilities as shelters, and each party's respective liabilities and duties. Essentially, the resolution establishes a formal process encompassing factors routinely considered in the decision-making process which evolved through experience and practice.

Budgetary Impact

The proposed pending agreement does not specify a dollar amount to be appropriated in a reserve account which will be allocated when necessary for emergency shelter expenditures, nor the allocation formula that FEMA may use to reimburse covered costs. Therefore, the item does not address standards for reimbursing the School Board for staff wages and emergency meals in instances when the County's emergency reserves will only fund a portion of the total ultimately needed as a result of extraordinary natural or man-made disasters.

For instance, for Fiscal Years ending in 2004 and 2005, which constituted a 2-year period in which the County faced multiple hurricanes, the County issued supplemental emergency appropriations from the General Fund to reflect the extraordinary or unplanned events which occurred after the budgets were adopted. The Adopted FY Budget Ordinance for those years were adjusted to reflect actual year-end expenditure which, in those instances, totaled millions of dollars above the budgeted amount. Because the County was exposed to higher than anticipated emergency funding, the County was required to issue supplemental appropriations to comply with the County Charter which requires supplementals when expenditures exceed budgeted appropriations.

Given the current budget constraints, the County should consider incorporating procedures and policies which addresses dramatic increases in expenditures related to evacuation shelters which will not be offset by federal recovery funding.

Prepared By: Lauren Young-Allen