

MEMORANDUM

Agenda Item No. 14(A)(2)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: April 2, 2013

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

SUBJECT: Resolution authorizing execution
of a Memorandum of
Understanding between the
Miami-Dade County Health
Department and Miami-Dade
County, through the Miami-Dade
Fire Rescue Department, Office
of Emergency Management

The accompanying resolution was prepared by the Miami-Dade Fire Rescue Department and placed on the agenda at the request of Prime Sponsor Commissioner Sally A. Heyman.



R. A. Cuevas, Jr.
County Attorney

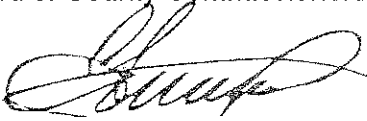
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Memorandum



Date: April 2, 2013

To: Honorable Chairperson Rebeca Sosa
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor 

Subject: Memorandum of Understanding with Miami-Dade County Health Department for
Logistical Support and Coordination in Pandemic Events

RECOMMENDATION

It is recommended that the Board of County Commissioners approve the attached Memorandum of Understanding between the Miami-Dade County Health Department and Miami-Dade County through the Miami-Dade Fire Rescue Department, Office of Emergency Management.

SCOPE

This Memorandum of Understanding is countywide.

FISCAL IMPACT/FUNDING SOURCE

There is no fiscal impact with this Memorandum of Understanding.

TRACK RECORD/MONITOR

Miami-Dade Fire Rescue's Office of Emergency Management Director, Curtis Sommerhoff, will monitor this Memorandum of Understanding.

BACKGROUND

Since the 2009 H1N1 pandemic event, Miami-Dade County Fire Rescue Department, Office of Emergency Management has been working diligently with the Miami-Dade County Health Department to develop plans that would effectively allow us to respond and mitigate a similar future event.

The Memorandum of Understanding provides covered countermeasures to Miami-Dade County residents and visitors for these and other similar types of events. The plans outlined in the Memorandum of Understanding are in compliance with terms and conditions mandated by the Centers for Disease Control and Prevention (CDC), Cities Readiness Initiative (CRI) program, Florida Department of Health and Miami-Dade County's Emergency Operations Plan.


Genaro "Chip" Iglesias
Deputy Mayor



MEMORANDUM
(Revised)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: April 2, 2013

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

SUBJECT: Agenda Item No. 14(A)(2)

Please note any items checked.

- "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
- Ordinance creating a new board requires detailed County Mayor's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous ____) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 14(A)(2)
4-2-13

RESOLUTION NO. _____

RESOLUTION AUTHORIZING EXECUTION OF A MEMORANDUM OF UNDERSTANDING FOR LOGISTICAL SUPPORT AND COORDINATION IN PANDEMIC EVENTS BETWEEN THE MIAMI-DADE COUNTY HEALTH DEPARTMENT AND MIAMI-DADE COUNTY, THROUGH THE MIAMI-DADE FIRE RESCUE DEPARTMENT, OFFICE OF EMERGENCY MANAGEMENT; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE ACTION TO EXECUTE AMENDMENTS, RENEWALS, AND EXTENSIONS AND TO EXERCISE THE CANCELLATION PROVISIONS CONTAINED THEREIN

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:

Section 1. This Board finds it is in the best interest of Miami-Dade County to approve the execution of a Memorandum of Understanding for logistical support and coordination in pandemic events between the Miami-Dade County Health Department and Miami-Dade County, through the Miami-Dade Fire Rescue Department, in substantially the form attached hereto and made a part hereof, and authorizes the County Mayor or County Mayor's Designee to execute the Agreement for and on behalf of Miami-Dade County, and to execute any amendments, renewals and extensions of same, and to exercise the cancellation provisions contained in the Agreement.

Section 2. This resolution shall become effective upon its adoption in accordance with the law.

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:

Rebeca Sosa, Chairwoman

Lynda Bell, Vice Chair

Bruno A. Barreiro

Jose "Pepe" Diaz

Sally A. Heyman

Jean Monestime

Sen. Javier D. Souto

Juan C. Zapata

Esteban L. Bovo, Jr.

Audrey M. Edmonson

Barbara J. Jordan

Dennis C. Moss

Xavier L. Suarez

The Chairperson thereupon declared the resolution duly passed and adopted this 2nd day
of April, 2013. 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.

DF

Daniel Frastai

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MEMORANDUM OF UNDERSTANDING (MOU)

THIS MEMORANDUM OF UNDERSTANDING, made and entered into between the **Miami-Dade County Health Department (MDCHD)** (hereafter referred to as the **Department**) and **Miami-Dade County (MDC)** (hereafter referred to as the **Provider**):

WHEREAS, it is the intent of the Florida Legislature that the department provide public health services through the 67 county health departments in partnership with county governments, as specified in part I of Chapter 154.001 F.S. et al, and in so doing make every attempt possible to solicit the support and involvement of federal, state, and local government and the public and private sectors to achieve its mission; and,

WHEREAS, the Miami-Dade County Comprehensive Emergency Management Plan (CEMP) established official emergency management policy for all County agencies in response and recovery from emergencies and disasters within the County; and,

WHEREAS, the Department and the Provider agree to enter in partnership to identify certain MDC sites or facilities as storage sites for large quantities of pharmaceutical and/or medical supplies and to use said sites for the distribution of medical countermeasures to affected populations; and,

WHEREAS, the parties agree that MDC sites or facilities shall be used during an emergency declaration to activate the Strategic National Stockpile (SNS) or decision to distribute Federal, State, or local countermeasures to affected populations; and,

WHEREAS, in 1999 Congress charged the United States Department of Health and Human Services (HHS) and the Centers for Disease Control and Prevention (CDC) with the establishment of the National Pharmaceutical Stockpile (NPS). The mission was to provide a re-supply of large quantities of essential medical material to states and communities during an emergency within twelve hours of the federal decision to deploy; and,

WHEREAS, on April 26, 2009, Acting Health and Human Services (HHS) Secretary Charles Johnson determined that a nationwide Public Health Emergency existed with potential to affect national security; and,

WHEREAS, following her confirmation by the Senate as Secretary of HHS, Kathleen Sebelius, on July 24, 2009, renewed the Public Health Emergency of April 26, 2009; and,

WHEREAS, as a result of the creation of the Homeland Security Act of 2002, the NPS became the Strategic National Stockpile (SNS) managed jointly by the DHS and HHS. The SNS is designed to supplement and re-supply state and local public health agencies in the event of a national emergency anywhere and at anytime within the U.S. or its territories,

NOW, THEREFORE, in consideration of the mutual covenants herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

I. RECITALS

The parties mutually agree that the foregoing clauses are true and correct and incorporated herein by reference.

II. PURPOSE

To provide covered countermeasures to Miami-Dade County residents and visitors pursuant to terms and conditions mandated by the Centers for Disease Control and Florida Department of Health. This MOU establishes the terms, conditions, and responsibilities of the parties for administration of the medical countermeasure, which countermeasure will be delivered into Florida by the federal government and its agents.

III. The Department agrees to the following:

1. The Department will develop and maintain a Strategic National Stockpile (SNS) deployment plan.
2. It is the Department's intent, in collaboration with the Provider, to receive, store, stage, deploy and dispense SNS assets and other federal medical countermeasure to critical areas.
3. To ensure the proper coordination of SNS assets and other federal countermeasures to counter the effects of naturally occurring disease, biological pathogens, and chemical agents; also, to have available designated storage site(s) to efficiently receive and distribute the assets.
4. To have optimal capacities to respond to incidents of bioterrorism, catastrophic infectious disease and other public health emergencies.
5. To effectively and efficiently manage federal assets deployed within Miami-Dade County.
6. To provide appropriate staffing as determined by the specialized services of the Department in the event of a decision to deploy.
6. Receive, inventory, and dispense SNS assets and other federal, state, and/or local countermeasures.
7. Oversee and maintain quality control/quality assurance of SNS assets and other federal countermeasures.
8. Coordinate physical security with Provider and other agencies as deemed necessary.
9. Respond to operational issues and challenges as they occur in an event.
10. Monitor and inspect the Provider's facilities at least once a year.
11. Give the Provider reasonable notice and site location for any inspection of MDC facilities prior to initiating such inspection.
12. Provide training and exercise opportunities to designated personnel assigned to staff public Points of Dispensing (PODs).

IV. Provider agrees to the following:

1. Provide the Department with the access and usage of designated facilities for the purpose of receiving, offloading, storing, staging, and deploying SNS assets and other federal, state, and/or local countermeasures in the event of a decision to deploy assets.
2. The Department shall reimburse the Provider for mutually identified items that are stolen, damaged or missing following the Department's use of designated facilities.
3. The Department shall seek reimbursement from the Federal Emergency Management Agency (FEMA) Public Assistance Program for allowable, reasonable, and necessary expenditures incurred.
4. In the event that there is an agreement for the reimbursement of funds between the MDCHD and MDC, the Provider agrees to submit upon request detailed documentation of incurred costs for reimbursement if funds for reimbursement by federal or state entities are available, according to the terms and conditions of such agreement.
5. The selected facilities identified by the Provider and mutually agreed upon by the Department can

accommodate large numbers of people (500 or more) at one time with adequate space to provide seating, dispensing, and waiting areas.

6. The selected facilities identified by the Provider and mutually agreed upon by the Department shall possess adequate parking, will be accessible by public transportation, and will be accessible to persons with disabilities.
7. The facilities identified by the Provider and mutually agreed upon by the Department have adequate utilities including, but not limited to, running water, climate control, electricity, and restrooms.
8. The Provider will assign available designated Miami-Dade County personnel to staff public Points Of Dispensing (POD) and Local Staging Areas (LSA) to support the MDCHD as outlined in the Miami-Dade County Cities Readiness Initiative Strategic National Stockpile Deployment & Mass Prophylaxis Dispensing Plan.
9. To provide appropriate vehicles and drivers to facilitate the transportation of emergency response personnel and volunteers, residents and visitors, and materials to POD sites.

V. Both Parties mutually agree to adhere to the following:

To adhere to section 381.95, Florida Statutes, as may be amended:

1. **Medical facility information maintained for terrorism response purposes; confidentiality-**
 - (A) Any information identifying or describing the name, location, pharmaceutical cache, contents, capacity, equipment, physical features, or capabilities of individual medical facilities, storage facilities, or laboratories established, maintained, or regulated by the Department of Health as part of the state's plan to defend against an act of terrorism as defined in section 775.30, Florida Statutes, is exempt from the requirements of section 119.07(1), Florida Statutes, and section 24(a), Article I of the State Constitution. This exemption is remedial in nature, and it is the intent of the Legislature that this exemption apply to information held by the Department of Health before, on, or after the effective date of this section 381.95, Florida Statutes.
 - (B) Information made exempt by this section may be disclosed by the custodial agency to another state or federal agency in order to prevent, detect, guard against, respond to, investigate, or manage the consequences of any attempted or actual act of terrorism, or to prosecute those responsible for such attempts or acts.
2. **MDC Facility Locations**
 - A. **Miami-Dade County Fairgrounds**
10901 Coral Way, Miami, FL 33165
 - B. **Zoo Miami**
12400 SW 152 Street Miami, FL 33177
 - C. **South Dade Government Center**
10710 SW 211 Street Miami, FL 33189
 - D. **Goulds Park**
11350 SW 216 Street, Miami, FL 33170
 - E. **Tropical Park**
7900 SW 40 Street, Miami FL 33155
 - F. **Other Facilities controlled by Miami-Dade County as mutually agreed and appropriate before or at the time of response.**
3. Both parties mutually agree that any cost associated with repairs arising from the Department's usage of the Provider's designated facilities shall be borne solely by the Department, unless such costs are

the result of the Provider's, its employees or agents, exclusive and direct conduct.

- 4. Both parties agree to coordinate physical security with other agencies with Miami-Dade Police Department as the primary responsible party as deemed necessary and as dictated by Centers for Disease Control and Prevention standards.

VI. Termination at Will

The parties agree that this MOU shall continue in effect until terminated. This Memorandum of Understanding may be terminated by either party upon no less than thirty (30) calendar days notice in writing to the other party, without cause, unless a lesser time is mutually agreed upon in writing by both parties. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

VII. Modification

Modifications of provisions of this Memorandum of Understanding shall only be valid when they have been reduced to writing and duly signed by both parties.

VIII. Renewal

This MOU shall be automatically renewed for one-year consecutive terms unless either party requests the termination of the agreement.

IX. Status of Parties

The parties expressly intend that as to this MOU, the parties shall be independent contractors, have no relationship other than the one created by this MOU, and shall not receive any benefits other than those expressly proved herein. Further, the parties expressly intend that no agent, contractor, employee of one party shall be deemed an agent, contractor, or employee of the other party.

X. Benefit/Assignment

Subject to provisions herein to the contrary, this MOU shall inure to the benefit of and be binding upon the parties hereto and their respective legal representatives, successors and permitted assigns. No party may assign this MOU without the prior consent of the other party, the consent of which shall be given at that party's sole discretion.

XI. Claims/Liability

To the extent and within the limitations of section 768.28, Florida Statutes, as may be amended, the Department agrees to hold the Provider harmless and indemnify it against any claims or liability that may arise or accrue by reason of use by the Department of the facilities or property owned and /or controlled by the Provider.

IN WITNESS WHEREOF, the parties hereto have caused this 4 page Memorandum of Understanding to be executed by their officials thereunto duly authorized.

State of Florida
Department of Health
Miami-Dade County Health Department

Miami-Dade County
Office of the Mayor

By: [Signature]
Lillian Rivera, PhD, MSN, RN, Administrator

By: _____
Carlos Gimenez, County Mayor

Date: 12-5-12

Date: _____