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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Memorandum

MIAMI-DADE COUNTY

Date: September 2, 2008

To: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

Agenda Item No. 9(A)(3)

From: George M. Burgess
County Manager

Resolution No. R-919-08

Subject: Resolution Authorizing Execution of a Memorandum of Agreement with the Florida Department of Corrections for Establishing and Maintaining Support During an Actual or Anticipated Emergency

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Recommendation

It is recommended that the Board approves the attached resolution authorizing the County Mayor, or his designee, to execute a Memorandum of Agreement with the Florida Department of Corrections (DOC) to house Miami-Dade County inmates prior to, during, or immediately after an actual or anticipated emergency, to include hurricane or other related natural disaster.

Scope

This Agreement is countywide in nature and has impact on all Commission Districts.

Fiscal Impact/Funding Source

MDCR is required to reimburse the DOC at a per diem rate of $5.00 per day per inmate for basic care, to include food services (three [3] meals daily), laundry services and basic hygiene items. The General Fund will be utilized to pay for these services.

Track Record/Monitor

Ms. Jackie Berry, MDCR Executive Assistant to the Director, will monitor this Agreement.

Background

Pursuant to Florida Statute Section 163.01 "Florida Interlocal Cooperative Act of 1969", the DOC agrees to respond, upon written notification, to a request for the temporary housing of county jail inmates (up to 1,000 inmates), in the event of a hurricane or other natural disaster as authorized by an Executive Order from the Florida Division of Emergency Management, or jail evacuation order by Miami-Dade County or other such competent authority.

The term of this Agreement shall begin on the date on which it is signed by both parties, and shall end at midnight, three (3) years from the date of execution. This Agreement includes a renewal option for an additional three (3) year period.

For

Alina T. Hudak
Assistant County Manager

MEMORANDUM

(Revised)

TO: Honorable Chairman Bruno A. Barreiro and Members, Board of County Commissioners

DATE: September 2, 2008

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

SUBJECT: Agenda Item No. 9(A)(3)

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. 9(A)(3)
9-2-08

RESOLUTION NO. **R-919-08**

RESOLUTION AUTHORIZING EXECUTION OF A MEMORANDUM OF AGREEMENT WITH THE FLORIDA DEPARTMENT OF CORRECTIONS FOR ESTABLISHISING AND MAINTAINING SUPPORT DURING AN ACTUAL OR ANTICIPATED EMERGENCY; AND AUTHORIZING THE COUNTY MAYOR OR DESIGNEE TO EXERCISE THE CANCELLATION PROVISION CONTAINED THEREIN

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

WHEREAS, the parties are authorized to enter into this Agreement pursuant to Florida Statutes Section 163.01 Florida Interlocal Cooperation Act of 1969; and

WHEREAS, the purpose of this Agreement, which shall begin on the date on which it is signed by both parties, and shall end at midnight three (3) years from the date of execution, is for the purpose of establishing and maintaining support during an actual or anticipated emergency, including prior to, during or immediately after a Hurricane or other related Natural Disaster, and subject to an Executive Order from the Florida Division of Emergency Management or jail evacuation order issued by Miami-Dade County or other such competent authority,

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby approves the Memorandum of Agreement with the Florida Department of Corrections, in substantially the form attached hereto and made a part hereof; and authorize the County Mayor or his designee to execute same for and on behalf of Miami-Dade County; and to exercise the cancellation provision contained therein.

The foregoing resolution was offered by Commissioner **Joe A. Martinez** , who moved its adoption. The motion was seconded by Commissioner **Jose "Pepe" Diaz** and upon being put to a vote, the vote was as follows:

Bruno A. Barreiro, Chairman **aye**
Barbara J. Jordan, Vice-Chairwoman **aye**

Jose "Pepe" Diaz	**aye**	Audrey M. Edmonson	**aye**
Carlos A. Gimenez	**aye**	Sally A. Heyman	**aye**
Joe A. Martinez	**aye**	Dennis C. Moss	**aye**
Dorrin D. Rolle	**aye**	Natacha Seijas	**aye**
Katy Sorenson	**aye**	Rebeca Sosa	**aye**
Sen. Javier D. Souto	**aye**		

The Chairperson thereupon declared the resolution duly passed and adopted this 2nd day of September, 2008. 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: **Kay Sullivan**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Robert A. Duvall

MEMORANDUM OF AGREEMENT

BY AND BETWEEN

FLORIDA DEPARTMENT OF CORRECTIONS

AND

MIAMI-DADE CORRECTIONS AND REHABILITATION DEPARTMENT

PARTIES

This Memorandum of Agreement ("Agreement") is between the Florida Department of Corrections ("Department"), and the Miami-Dade Corrections and rehabilitation Department ("MDCR"), which are the parties hereto.

PURPOSE

This Agreement is entered into for the purpose of establishing and maintaining support during an actual or anticipated emergency, including prior to, during, or immediately after a Hurricane or other related Natural Disaster, and subject to an Executive Order from the Division of Emergency Management activating the terms of this Agreement. Should an Executive Order be signed, the Department will comply with current procedure established for all requests for assistance through the State Emergency Operations Center. Should the MDCR have reason to believe that an emergency situation is imminent, the Department agrees to respond, upon written notification, twenty-four (24) hours a day, seven (7) days a week, with the following support, on a first-come first-served basis:

1. Temporary housing of county jail inmates within an existing institution, as available. Determination of availability shall be at the sole discretion of the Department;
2. Immediate availability of personnel support, subject to operational constraints;
3. Support in the event of a riot, disorder and/or a hostage situation and/or facility damage which causes a breach of security;
4. Appropriate prisoner transport vehicles and/or convoy escort during an evacuation, if available; and,
5. Other assistance as deemed necessary and available by both parties.

I. TERM

This Agreement shall begin on the date on which it is signed by both parties, and shall end at midnight three (3) years from the date of execution. In the event this Agreement is signed by the parties on different dates, the latter date shall control.

The Department has the option to renew this Agreement for an additional three (3) year period, after the initial Agreement period upon the same terms and conditions contained herein.

The actual housing of any county inmates within a Department facility is intended to be for as short a duration as possible and only until the county jail inmates are able to be returned to a county jail facility.

At a maximum, county inmates will not be temporarily housed at the Department facility beyond the term of this Agreement.

II. GENERAL CONDITIONS

1. Emergency contacts for the Department, including twenty-four (24) hour contact numbers, are as follows: David Pridgen, Deputy Assistant Secretary of Institutions, Telephone (850) 488-2288.

2. Emergency contacts for the MDCR including twenty-four (24) hour contacts and pager numbers are as follows: Timothy R. Ryan, Director, Telephone (305) 495-1823.

3. Restrictions on the provision of services or equipment during emergencies include: the Department and MDCR command staff will cooperatively manage an emergency on Department property; the Department and MDCR command staff will directly supervise their own participating staff.

4. At no time material to this Agreement shall MDCR staff be considered to be operating under the supervision, direction or control of Department.

5. Reporting location for the external staging area will be determined at time of emergency situation.

6. The MDCR will be invited to participate in applicable simulations, exercises or other emergency training. Staff will be supervised by their respective commands at all times.

III. SCOPE OF AGREEMENT

The Department and the MDCR agree to carry out their respective duties and responsibilities outlined below, subject to controlling law, policy(ies) and/or procedures, and in consideration of the mutual interests and understandings expressed herein.

A. Responsibilities of the Department

The Department will perform the following duties in support of this Agreement:

1. The Department will make every effort possible to assist in the evacuation of county jail inmates. If it becomes necessary to house county jail inmates in an existing Department facility, they will be housed separately from the Department's inmate population.

2. The Department will provide temporary housing for up to one thousand (1,000) county inmates when a county jail evacuation order is issued by Miami-Dade County or other such competent authority that maintains responsibility for Miami-Dade detention facilities.

3. The Department, at its sole discretion, will identify suitable inmate housing locations based on availability at the time of the emergency. Every consideration possible will be given the housing of a single county's inmates within a single Department facility and in close proximity to the impacted county.

4. The Department will be responsible only for the provisions of perimeter security when county jail inmates are housed in an existing Department institution. The agency shall provide all other security required for its county jail inmates at all times.

5. The Department will provide a supervisory representative to serve as a liaison at the temporary housing facility at all times while county jail inmates and sheriff and/or county staff is present.

6. The Department shall provide food services (three (3) meals a day), laundry services, and basic hygiene items to county jail inmates at a per diem rate of $5.00 per day, per county jail inmate.

7. The Department will assist with medical issues only to the extent necessary to prevent imminent death or serious bodily injury in any life threatening emergency. Any assistance or care rendered by the Department shall be in accordance with the Department's Technical Instructions for Inmate Healthcare. The Department neither assumes nor is liable for any costs associated with the provision of health and/or medical care to any county jail inmate.

B. Responsibilities of the Miami-Dade Corrections and Rehabilitation Department

The MDCR will perform the following duties in support of this Agreement:

1. The MDCR or its authorized representative, the Florida Sheriff's Task Force and/or the Florida Sheriff's Association, will be assigned as a liaison to the Departments' E.O.C. and will remain available until such time as the liaison is no longer necessary or the primary coordination location is transferred to the evacuation site(s).

2. The MDCR or its authorized representative, the Florida Sheriff's Task Force, if necessary, may establish an organization and command structure in the event that a single Department facility is utilized for the evacuation of county jail inmates from two (2) or more counties. The Florida Sheriff's Task Force shall be responsible to coordinate all issues between representatives for the Department and the sheriff's offices utilizing the facility.

3. The MDCR staff assigned to a Department facility shall at all times report to and be under the supervision of their respective agency chain-of-command. At no time shall sheriff and/or county staff be considered an agent, officer, or employee, of the Department.

4. The MDCR shall ensure that all appropriate county jail inmate classification, medical records, appropriate medical supplies and equipment are transported with the county jail inmates to properly manage and provide medical care, if an evacuation occurs.

5. The MDCR shall be responsible for inmate transportation and security of all county jail inmates.

6. The MDCR shall assume all responsibilities for the county jail inmate and site security at the Departments' temporary housing facility.

7. The MDCR shall supply the appropriate number of classification and emergency medical staff to properly manage and provide medical care to the county jail inmates during an evacuation. At no time shall sheriff and/or county staff be considered an agent, officer, or employee, of the Department.

8. The MDCR shall maintain the responsibility for daily medical issues while county jail inmates are housed at the Departments' temporary housing facility.

9. The MDCR shall be responsible for provision and costs of any healthcare, including medical, dental and mental health to the county jail inmates. This does not mean, however, that the parties hereto are prohibited from further mutual Agreement to support or transfer security duties based on need or extenuating circumstances.

10. The MDCR shall, as soon as possible, identify in writing any county jail inmate with special dietary needs who shall be fed in the same manner as Department inmates having the same special dietary needs. County jail inmates will not have access to Canteen Services.

11. The MDCR shall reimburse the Department for the provision of food services (three (3) meals a day), laundry services, and basic hygiene items to county jail inmates at a per diem rate of $5.00 per day, per county jail inmate.

IV. INSTITUTIONAL SECURITY

In carrying out the provisions of this Agreement, the MDCR must comply with all security procedures for Contractors doing business in Department's facilities as contained in Department Procedure 602.016, "Entering and Exiting Department of Corrections' Institutions", and the Security Requirements for Contractors, attached hereto and herein referred to as "Attachment A".

V. AGREEMENT MANAGEMENT

A. Department's Agreement Administrator

The Chief, Bureau of Procurement and Supply, is designated Agreement Administrator for the Department and is responsible for maintaining the official Agreement file, processing any amendments or termination of the Agreement and for maintaining records of all formal correspondence between the Department and MDCR regarding administration of the Agreement.

The name, address and telephone number of the Department's Agreement Administrator is:

Robert E. Staney, Chief
Bureau of Procurement and Supply
Department of Corrections
2601 Blair Stone Road
Tallahassee, Florida 32399-2500
(850) 488-6671 (telephone)
(850) 922-8897 (facsimile)
E-mail: staney.bob@mail.dc.state.fl.us

B. Agreement Managers

The parties have identified the following individuals as Agreement Managers. These individuals are responsible for enforcing performance of the Agreement terms and conditions and shall serve as Agreement Managers regarding issues arising out of this Memorandum of Agreement.

FOR THE DEPARTMENT
George Sapp, Assistant Secretary of Institutions
Office of the Secretary
2601 Blair Stone Road
Tallahassee, Florida 32399-2500
(850) 488-2288 (telephone)
(850) 487-3701 (fax)
E-mail: sapp.george@mail.dc.state.fl.us

FOR THE MDCR
Timothy P. Ryan
Director
2525 NW 62nd St.
Miami, Florida 33147-7704
(786) 263-6010 (telephone)
(786) 263-6135 (fax)
E-mail: timryan@miami-dade.gov

VI. REVIEW AND MODIFICATION

Upon request of either party, both parties will review this Agreement annually in order to determine whether its terms and conditions are still appropriate. The parties agree to renegotiate terms and conditions hereof if it is mutually determined that significant changes in this Agreement are necessary. There are no obligations to agree by either party.

Modifications to the provisions of this Agreement, with the exception of Section V., Agreement Management, shall be valid only through execution of a formal written amendment to the Agreement. Modifications to Section II, General Conditions, emergency contact information shall be submitted in writing by either party and a copy placed in Agreement file.

VII. TERMINATION

This Agreement may be terminated at any time upon the mutual consent of both parties or unilaterally by either party upon no less than thirty (30) calendar days' notice. Notice shall be delivered by certified mail, return receipt requested.

The Secretary of Corrections reserves the right to cancel this Agreement at any time without prior notice, if the housing of the county jail inmates impedes, negatively affects, or prevents the Department from carrying out its primary mission or impacts the safety of the Department inmates.

VIII. FINANCIAL OBLIGATIONS OF THE PARTIES

The Department and the MDCR acknowledge that this Agreement is not intended to create financial obligations as between the parties. However, in the event that costs are incurred as a result of either or both of the parties performing their duties or responsibilities under this Agreement, each party agrees to be responsible for their own costs, unless otherwise noted in this Agreement. Cost shall be on a cost-reimbursement basis with submission of appropriate documentation outlining all costs incurred.

IX. WAIVER and ASSUMPTION of RISK

The Department and MDCR are state agencies or political subdivisions as defined in Section 768.28, Florida Statutes, and agree to be fully responsible for acts and omissions of their own agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by either party to which sovereign immunity may be applicable. Further, nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement or any other contract.

AUTHORIZATION FOR SIGNATURE

The parties hereto cause this Agreement to be executed by their undersigned officials as duly authorized.

MIAMI-DADE CORRECTIONS AND REHABILITATION DEPARTMENT

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

SIGNED BY: _____
Miami-Dade County Attorney

NAME: Robert A. Duvall

SIGNED BY: _____

NAME: Carlos Alvarez

TITLE: **County Mayor**

DATE: _____

ATTEST: _____
Clerk of Board

DEPARTMENT OF CORRECTIONS

SIGNED BY: _____

NAME: Richard D. Davison

TITLE: **Deputy Secretary**

DATE: _____

Approved as to form and legality, subject to execution.

SIGNED BY: _____

NAME: Kathleen Von Hoene

TITLE: **General Counsel**
Department of Corrections

DATE: 3/31/08

ATTACHMENT A

DEPARTMENT OF CORRECTIONS

SECURITY REQUIREMENTS FOR CONTRACTORS

(1) FS 944.47: Except through regular channels as authorized by the officer-in-charge of the correctional institution, it is unlawful to introduce into or upon the grounds of any state correctional institution, or to take or attempt to take or send or attempt to send there from any of the following articles, which are hereby declared to be contraband.

(a) Any written or recorded communication or any currency or coin given or transmitted, or intended to be given or transmitted, to any inmate of any state correctional institution.
(b) Any article of food or clothing given or transmitted, or intended to be given or transmitted, to any inmate of any state correctional institution.
(c) Any intoxicating beverage or beverage which causes or may cause an intoxicating effect.
(d) Any controlled substance or any prescription or nonprescription drug having a hypnotic, stimulating or depressing effect.
(e) Any firearm or weapon of any kind or any explosive substance. (This includes any weapons left in vehicles)

A person who violates any provision of this section as it pertains to an article of contraband described in subsections (1) a & (1) b is guilty of a felony of the third degree. In all other cases, a violation of a provision of this section constitutes a felony of the second degree.

(2) Do not leave keys in ignition of motor vehicles. All vehicles must be locked and windows rolled up when parked on state property. Wheel locking devices may also be required.

(3) Keep all keys in your pockets.

(4) Confirm, with the Institutional Warden, where construction vehicles should be parked.

(5) Obtain formal identification (driver's license or non-driver's license obtained from the Department of Highway Safety and Motor Vehicles). This identification must be presented each time you enter or depart the institution and at the request of Departmental staff.

(6) Absolutely no transactions between contract personnel and inmates are permitted. This includes, but is not limited to, giving or receiving cigarettes, stamps, or letters.

(7) No communication with inmates, verbal or otherwise, is permitted without the authorization of the officer-in-charge.

(8) Strict tool control will be enforced at all times. Tools within the correctional institution are classified as AA, A, or B. Class AA tools are defined as any tool that can be utilized to cut chain link fence fiber or razor wire in a rapid and effective manner. Class A tools are defined as those tools which, in their present form, are most likely to be used in an escape or to do bodily harm to staff or inmates. Class B tools are defined as tools of a less hazardous nature. Every tool is to be geographically controlled and accounted for at all times. At the end of the workday, toolboxes will be removed from the compound or to a secure area as directed by security staff. You must have two copies of the correct inventory with each tool box, one copy will be used

and retained by security staff who will search and ensure a proper inventory of tools each time the tool box is brought into the facility, the other copy will remain with the tool box at all times. Tools should be kept to a minimum (only those tools necessary to complete your job). All lost tools must be reported to the Chief of Security (Colonel or Major) **immediately**. No inmate will be allowed to leave the area until the lost tool is recovered.

(9) Prior approval must be obtained from the Chief of Security prior to bringing any powder-activated tools onto the compound. Strict accountability of all powder loads and spent cartridges is required.

(10) All persons and deliveries to be on Departmental lands will enter and exit by only one designated route to be determined by the Department and subject to security checks at any time. As the security check of vehicles is an intensive and time consuming (10-15 minutes) process, the contractor is requested to minimize the number of deliveries.

(11) Establish materials storage and working areas with the Warden and/or Chief of Security.

(12) Control end-of-day construction materials and debris. Construction materials and debris can be used as weapons or as a means of escape. Construction material will be stored in locations agreed to by security staff and debris will be removed to a designated location. Arrange for security staff to inspect the project area before construction personnel leave. This will aid you in assuring that necessary security measures are accomplished.

(13) Coordinate with the Warden and Chief of Security regarding any shutdown of existing systems (gas, water, electricity, electronics, sewage, etc.). Obtain institutional approval prior to shutting down any existing utility system. Arrange for alternative service (if required) and expeditious re-establishment of the shutdown system.

(14) All staff and equipment will maintain a minimum distance of 100 feet from all perimeter fencing.

(15) With the intent of maintaining security upon the institution's grounds, a background check will be made upon all persons employed by the contractor or who work on the project. **The department, represented by Institution's Warden, reserves the right to reject any person whom it determines may be a threat to the security of the institution.**