

MEMORANDUM

Agenda Item No. 8(B)(1)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

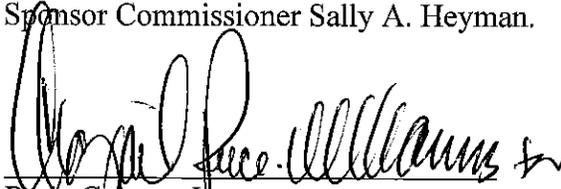
DATE: May 5, 2015

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

SUBJECT: Resolution approving
Interagency Agreement with the
Florida Department of
Corrections to provide temporary
housing and support for inmates
during an actual or anticipated
emergency; and authorizing the
County Mayor to execute same
and exercise cancellation
provisions contained therein

Resolution No. R-380-15

The accompanying resolution was prepared by Corrections & Rehabilitation Department and placed on the agenda at the request of Prime Sponsor Commissioner Sally A. Heyman.



R. A. Cuevas, Jr.
County Attorney

RAC/cp

Memorandum



Date: May 5, 2015

To: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

A handwritten signature in black ink, appearing to read "Carlos A. Gimenez". The signature is fluid and cursive, written over the printed name of the sender.

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

RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) approve the attached resolution authorizing the Miami-Dade County (County) Mayor or County Mayor's designee to authorize execution of an Interagency Agreement (Agreement) between the Florida Department of Corrections (FDOC) and Miami-Dade County, by and through the Miami-Dade Corrections and Rehabilitation Department (MDCR), for the purpose of establishing emergency housing for inmates within FDOC facilities.

SCOPE

This resolution only impacts MDCR.

FISCAL IMPACT/FUNDING SOURCE

MDCR is required to reimburse FDOC a per diem rate of \$5.00 per day per inmate relating to emergency housing and covering basic care, including three (3) meals a day, laundry services, and basic hygiene items. MDCR General Fund monies will be utilized to pay for these services.

DELEGATION OF AUTHORITY

Upon approval by the Board, the County Mayor or County Mayor's designee will have the authority to execute the Agreement for and on behalf of the County, and to execute the renewal and cancellation provisions contained in the Agreement.

TRACK RECORD/MONITOR

The Agreement will be monitored by the Executive Assistant to the Director, MDCR, Veronica M. Salom.

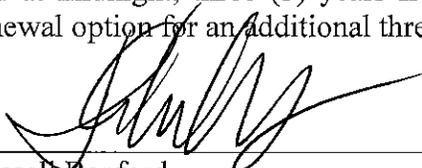
BACKGROUND

As a best practice, correctional institutions establish agreements to ensure the availability of emergency inmate housing with other jurisdictions. It is the goal of MDCR to ensure the availability of housing for inmates under its care and custody in the event of actual or anticipated emergencies, including hurricanes or other natural disasters. Pursuant to Florida Statutes Section 163.01, Florida Interlocal Cooperative Act of 1969, the FDOC agrees to respond, upon written notification, to a request for temporary housing of County jail inmates in the event of a hurricane or other natural disaster as authorized by an Executive Order from the Florida Department of

Honorable Chairman Jean Monestime
and Members, Board of County Commissioners
Page 2

Emergency Management, Jail Evacuation Order by Miami-Dade County, or other such competent authority. FDOC will only provide the temporary housing, food, and hygiene items for County jail inmates while MDCR will continue to be responsible for inmate supervision during their temporary housing in state facilities, including medical and health care, and inmate transportation and security. MDCR has had an existing agreement with FDOC since 2008 that will expire on March 3, 2015.

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 one (1) renewal option for an additional three (3) year period.



Russell Benford
Deputy Mayor



MEMORANDUM

(Revised)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: May 5, 2015

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

SUBJECT: Agenda Item No. 8(B)(1)

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. 8(B)(1)
5-5-15

RESOLUTION NO. R-380-15

RESOLUTION APPROVING INTERAGENCY AGREEMENT WITH THE FLORIDA DEPARTMENT OF CORRECTIONS TO PROVIDE TEMPORARY HOUSING AND SUPPORT FOR INMATES DURING AN ACTUAL OR ANTICIPATED EMERGENCY; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SAME AND EXERCISE 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 this Board hereby approves the Agreement by and between the County and the Florida Department of Corrections, in substantially the form attached hereto and made a part thereof; and authorizes the County Mayor or County Mayor's designee to execute same for and on behalf of Miami-Dade County; and to exercise cancellation provisions contained therein.

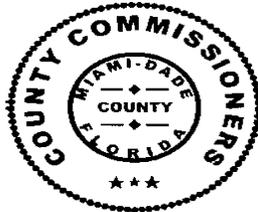
The foregoing resolution was offered by Commissioner **Sally A. Heyman**, who moved its adoption. The motion was seconded by Commissioner **Rebeca Sosa** and upon being put to a vote, the vote was as follows:

Jean Monestime, Chairman			aye
Esteban L. Bovo, Jr., Vice Chairman			aye
Bruno A. Barreiro	aye	Daniella Levine Cava	aye
Jose "Pepe" Diaz	aye	Audrey M. Edmonson	aye
Sally A. Heyman	aye	Barbara J. Jordan	aye
Dennis C. Moss	absent	Rebeca Sosa	aye
Sen. Javier D. Souto	absent	Xavier L. Suarez	aye
Juan C. Zapata	aye		

The Chairperson thereupon declared the resolution duly passed and adopted this 5th day of May, 2015. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.

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

HARVEY RUVIN, CLERK



By: Christopher Agrippa
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

MP

Matthew Papkin

INTERAGENCY AGREEMENT

BY AND BETWEEN

FLORIDA DEPARTMENT OF CORRECTIONS

AND

MIAMI-DADE COUNTY, by and through its

CORRECTIONS AND REHABILITATION DEPARTMENT

PARTIES

This Interagency Agreement ("Agreement") is between the Florida Department of Corrections ("Department"), and Miami-Dade County, by and through its 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 April 27, 2015, or the date on which it is signed by both parties, whichever is later, and shall end at midnight on April 26, 2018. 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 one (1) 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 a short period of time 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. This Agreement may be terminated with 24 hours notice by the Department for any failure of the MDCR to comply with the terms of this Agreement or any applicable Florida law.

II. GENERAL CONDITIONS

1. Emergency contacts for the Department, including twenty-four (24) hour contact numbers, are as follows: Emergency Action Center (EAC), telephone: (850) 922-6867 or (850) 228-9352.
2. Emergency contacts for the MDCR including twenty-four (24) hour contacts and pager numbers are as follows: Marydell Guevara, Director (305) 725-1329 or Daniel Junior, Assistant Director (305) 987-3139.
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 the 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 INTERAGENCY AGREEMENT

The MDCR and the Department 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 Miami-Dade County by and through its MDCR

1. The MDCR will provide the Department with an estimated number of the average daily population for the county jail with this signed Agreement or upon the MDCR request for an Agreement and will update the population number with the exact amount, upon request for housing of county inmates, whenever a county jail evacuation order is issued (refer to Section III., B., 2. of this document).
2. The MDCR agrees to seek housing for their county inmates with other county jails, via a mutual aid agreement, prior to requesting the Department to provide temporary housing for the requested number of county inmates.
3. The MDCR will be assigned as a liaison to the Department's Emergency Operations Center 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).
4. The MDCR 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 MDCR shall be responsible to coordinate all issues between representatives for the Department and the MDCR utilizing the facility.
5. The MDCR staff assigned to a Department facility shall at all times report to and be under the supervision of their respective MDCR chain-of-command. At no time shall the sheriff and/or county staff be considered an agent, officer, or employee, of the Department.

6. 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.
7. The MDCR shall be responsible for inmate transportation and security of all county jail inmates.
8. The MDCR shall assume all responsibilities for the county jail inmate and site security at the Departments' temporary housing facility.
9. 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 the sheriff and/or county staff be considered an agent, officer, or employee, of the Department.
10. The MDCR shall maintain the responsibility for daily medical issues while county jail inmates are housed at the Departments' temporary housing facility.
11. 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's to support or transfer security duties based on need or extenuating circumstances.
12. 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.

B. 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 a number of county inmates based upon their average daily population from the past year, minus county inmates that can be released back into the community, and broken down by the following:

<u>Pre-trial</u>	<u>Post-trial</u>
Sex	Sex
Custody	Custody
Adult	Adult
Juvenile	Juvenile
Medical grades	Medical grades
Security concerns	Security concerns

3. Upon request for assistance from the MDCR, the Department will notify the MDCR as to the number of inmates that can be provided emergency housing whenever a county jail evacuation order is issued by the MDCR or other such competent authority that maintains responsibility for the Miami-Dade County detention facility.

4. The Department reserves the right to temporarily house county inmates outside of the county of the requesting MDCR, as well as outside of the judicial circuit, dependent on the availability of the Departmental resources, and to the extent that it is lawfully able to do so without impeding its primary mission.
5. 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.
6. The Department will be responsible only for the provisions of perimeter security when county jail inmates are housed in an existing Department institution. The MDCR shall provide all other security required for its county jail inmates at all times.
7. 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 are present.
8. The Department shall provide food services [three 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.
9. 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.

IV. COMPENSATION

A. Payment to the Department

The MDCR shall reimburse the Department for the provision of food services [three 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.

The Warden, at each Department's facility where county jail inmates are temporarily housed, will keep a daily record of the number of inmates housed at its facility. The Warden will submit this record as supporting documentation with an invoice on a monthly basis within fifteen days following the end of the month for which payment is being requested.

B. Official Payee

The name and address of the official payee to whom payment shall be made is as follows:

Department of Corrections
Bureau of Finance & Accounting
Post Office Box #12100
Centerville Station
Tallahassee, Florida 32317

The MDCR is expected to submit payment to the Department within thirty days of receiving an invoice. A copy of each remittance shall be forwarded to the Agreement Manager listed in Section VI., B. of this Agreement.

V. 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".

VI. INTERAGENCY AGREEMENT MANAGEMENT

A. Department's Agreement Administrator

The Agreement Administrator for the Department 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 the MDCR regarding administration of the Agreement.

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

Operations Manager, Contract Administration Section
Bureau of Contract Management & Monitoring
Department of Corrections
501 South Calhoun Street
Tallahassee, Florida 32399-2500
(850) 717-3681 (telephone)
(850) 488-7189 (facsimile)

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 Agreement.

FOR THE DEPARTMENT

Ricky Dixon
Assistant Secretary of Institutions
501 South Calhoun Street
Tallahassee, Florida 32399-2500
(850) 488-7480 (telephone)
(850) 413-8184 (fax)
dixon.ricky@ mail.dc.state.fl.us (e-mail)

**FOR THE MIAMI-DADE CORRECTIONS
AND REHABILITATION DEPARTMENT**

Marydell Guevara
Director
2525 NW 62nd Street
Miami, Florida 33147-7704
(786) 263-6010 or 263-7000 (telephone)
(786) 263-6135 (fax)
china@miamidade.gov (e-mail)

VII. REVIEW AND MODIFICATION

A. 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.

B. Modifications to the provisions of this Agreement, with the exception of Section VI., Interagency Agreement Management, shall be valid only through execution of a formal written amendment to the

Agreement. Modifications to Section II, General Conditions, for emergency contact information shall be submitted in writing and a copy placed in the Agreement file.

VIII. 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), express mail or other method whereby a receipt of delivery may be obtained. In addition, this Agreement may be terminated with 24 hours notice by the Department for any failure of the MDCR to comply with the terms of this Agreement or any applicable Florida law.

IX. 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.

X. 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.

XI. PRISON RAPE ELIMINATION ACT (PREA)

The MDCR will comply with the national standards to prevent, detect, and respond to prison rape under the Prison Rape Elimination Act (PREA), Federal Rule 28 C.F.R. Part 115. The MDCR will also comply with all Department policies and procedures that relate to PREA.

AUTHORIZATION FOR SIGNATURE

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

**MIAMI-DADE COUNTY, by and through its
CORRECTIONS AND REHABILITATION DEPARTMENT**

**APPROVED AS TO FORM AND LEGAL
SUFFICIENCY**

SIGNED
BY: _____

PRINT
NAME: R. A. Cuevas, Jr.

TITLE: Miami-Dade County Attorney

SIGNED
BY: _____

PRINT
NAME: Carlos Gimenez

TITLE: County Mayor

ATTEST: _____
Clerk of Board

DEPARTMENT OF CORRECTIONS

Approved as to form and legality,
subject to execution.

SIGNED
BY: _____

SIGNED
BY: _____

NAME: Kelley J. Scott

NAME: Jennifer A. Parker

TITLE: **Director of Administration
Department of Corrections**

TITLE: **General Counsel
Department of Corrections**

DATE: _____

DATE: _____

Firm Representing: MIAMI-DADE CORRECTIONS AND REHABILITATION DEPARTMENT

Name of Employee/Vendor: _____
(Print)

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 therefrom 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)
 - (f) Any cellular telephone or other portable communication device intentionally and unlawfully introduced inside the secure perimeter of any state correctional institution without prior authorization or consent from the officer in charge of such correctional institution.

A person who violates any provision of this section as it pertains to an article of contraband described in subsections (a), (b), or (f) 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 locks 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.
- (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 construction materials will be delivered into the compound on trucks entering through the sallyport gate. 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) 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.**

Signature of Employee/Vendor

Date

Signature of Staff Witness