

MEMORANDUM

Agenda Item No. 8(E)(1)

TO: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

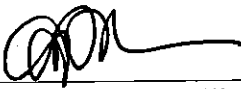
DATE: October 3, 2019


FROM: Abigail Price-Williams
County Attorney

SUBJECT: Resolution retroactively
approving a hurricane shelter
agreement between Miami-
Dade County and the School
Board of Miami-Dade County;
authorizing the County Mayor
to execute such agreement,
execute any necessary
amendments to the agreement
under certain circumstances,
and to exercise any
cancellation provision contained
therein

Resolution No. R-1019-19

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



Abigail Price-Williams
County Attorney 


APW/lmp

Memorandum



Date: October 3, 2019

To: Honorable Chairwoman Audrey M. Edmonson
And Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor 

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

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, 2019, and ending November 30, 2029.

Scope

This agreement will provide countywide services.

Delegation of Authority

The County Mayor or County Mayor's designee is authorized to enter into and execute the Hurricane Shelter Agreement with The School Board of Miami-Dade County, Florida Public Schools, in substantially the form attached to the resolution.

The resolution further delegates to the County Mayor or County Mayor's designee the authority to amend and to execute any amendments to the agreement approved by the County Attorney's office as to form and legal sufficiency which are necessary to facilitate the use of public schools as hurricane shelters, and to exercise the cancellation provisions contained therein.

Fiscal Impact/Funding Source

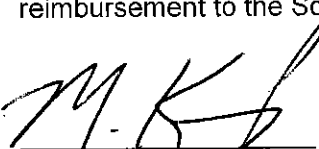
This agreement does not require a funding source to execute as the School Board shall seek reimbursement from the Federal Emergency Management Agency's (FEMA) Public Assistance Program for expenditures for food and wages incurred by the School Board for hurricane shelter activations. As in the past,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

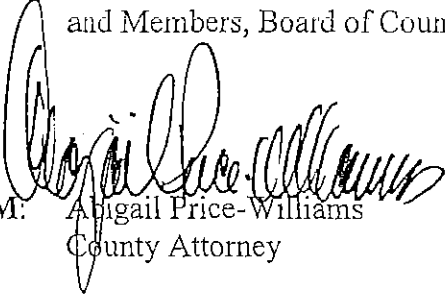

Maurice L. Kemp
Deputy Mayor



MEMORANDUM
(Revised)

TO: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

DATE: October 3, 2019

FROM: 
Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 8(E)(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
- Statement of social equity 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 present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____) 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(E)(1)
10-3-19

RESOLUTION NO. R-1019-19 _____

RESOLUTION RETROACTIVELY APPROVING A HURRICANE SHELTER AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE SCHOOL BOARD OF MIAMI-DADE COUNTY; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SUCH AGREEMENT, EXECUTE ANY NECESSARY AMENDMENTS TO THE AGREEMENT UNDER CERTAIN CIRCUMSTANCES, AND TO EXERCISE ANY CANCELLATION PROVISION CONTAINED THEREIN

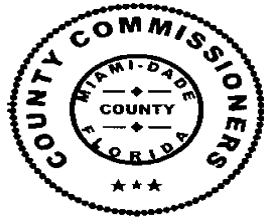
WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board retroactively approves the agreement between Miami-Dade County and the School Board of Miami-Dade County for use of public schools as hurricane shelters for a ten-year period commencing June 1, 2019 through November 30, 2029, in substantially the form attached hereto and made a part hereof; authorizes the County Mayor or County Mayor's designee to execute same for and on behalf of Miami-Dade County, to execute any amendments to the agreement approved by the County Attorney's office as to form and legal sufficiency which are necessary to facilitate the use of public schools as hurricane shelters, and to exercise the cancellation provisions contained therein.

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

Audrey M. Edmonson, Chairwoman	aye		
Rebeca Sosa, Vice Chairwoman	aye		
Esteban L. Bovo, Jr.	aye	Daniella Levine Cava	aye
Jose "Pepe" Diaz	aye	Sally A. Heyman	aye
Eileen Higgins	aye	Barbara J. Jordan	aye
Joe A. Martinez	aye	Jean Monestime	aye
Dennis C. Moss	aye	Sen. Javier D. Souto	aye
Xavier L. Suarez	aye		

The Chairperson thereupon declared the resolution duly passed and adopted this 3rd day of October, 2019. 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

Linda L. Cave

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

GKS

Gerald K. Sanchez

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 _____ day of _____, 2019.

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 designated School Board 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 (Note: general population centers and pet-friendly centers may be combined and occupy the same facility), medical 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 civil disturbance, mass migrations or terrorist attacks.
2. The County agrees that it shall exercise reasonable care in the conduct of its activities in and upon School Board facilities, subject to the exigencies of the particular emergency situation, and will make all efforts possible to find alternative sites when classes are in session due to the limited ability of School Board facilities.
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 Board facilities, subject to the limitations of and without waiving the provisions of Section 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, wages and supplies incurred by the School Board unless directed by FEMA to submit directly to the County. The County will reimburse the School Board for wages incurred by the School Board as stipulated in the attached Addendum A, Labor Agreement and for food and supplies not covered by FEMA. The County agrees to reimburse the School Board for all costs related to the sheltering operations should there be no Federal Declaration declared.
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 Operation Procedures outlined

in the attached Addendum B, 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, 2019 and ending November 30, 2029.
8. Approximately nine months prior to the expiration of this Agreement (on or about March 1, 2029) the parties shall meet to review and negotiate any revisions that would be incorporated into the successor Agreement.
9. This Agreement may be terminated by either party, notices of such termination must take place six months (180 days) before the next calendar Atlantic Hurricane Season as defined by the National Hurricane Center (these dates typically begin June 1 thru November 30) written notices must be sent pursuant to the "Notice" section of this Agreement.
10. Nothing contained herein shall limit, or be construed to limit, the authority granted to 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 the 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 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 County's use of school facilities belonging to the School Board, subject to the limits of and without waiving the provisions of Section 768.28, Florida Statutes.
12. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida. In the event of litigation, venue for any claim shall lie exclusively in a court of competent jurisdiction in Miami-Dade County. Each party shall be responsible for its own attorneys' fees and costs, from pre-trial through all appeals.
13. School Board and County understand the broad nature of these laws and agree to comply with Florida's Public Records Laws and laws relating to records retention. The School Board and County shall keep and maintain public records required to perform the Agreement. The School Board and County shall keep records to show its compliance with Agreement requirements. School Board and County must make available, upon request any books, documents, papers, and records of the School Board and County which are directly pertinent to this specific Agreement for the purpose of making audit, examination, excerpts, and transcriptions. School Board and County shall ensure that public records that are exempt or confidential and exempt from public records

disclosure requirements are not disclosed except as authorized by law for the duration of the term and following completion of the contract. School Board and County shall retain all records for five (5) years pursuant to Title 34, Sections 80.36(b)(1).

IF THE SCHOOL BOARD OR COUNTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE SCHOOL BOARD AT 305-995-1128, prr@dadeschools.net, and 1450 NE 2 Avenue, Miami, Florida 33132, FOR THE COUNTY AT 305-499-8729 and <https://www.miamidade.gov/transparency/public-records-form.asp#/>.

14. Any notice required or permitted to be given under this agreement by one party to the other party shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the recipient's address set forth in this section or on the date shown on the certificate of receipt if placed in the United States mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the receiving party at the address hereinafter specified ("Notice").

County Address. The address for County for all purposes under this agreement and for all Notices hereunder shall be:

Attention: _____
Address: _____

School Board's Address. The address for the School Board for all purposes under this Agreement and for all Notices hereunder shall be:

The School Board of Miami-Dade County, Florida
Attn : Superintendent of Schools
1450 N.E. Second Avenue, Suite 912
Miami, Florida 33132

With a copy to:

The School Board of Miami-Dade County, Florida

Department: _____

Department Director: _____

Attention: _____

Address: _____

And a copy to:

The School Board of Miami-Dade County, Florida

Attn: School Board Attorney

1450 N.E. Second Avenue, Suite 430

Miami, Florida 33132

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 Mayor of Miami-Dade County, said agreement to become effective and operative upon the date stated in paragraph 7.

<p style="text-align: center;">SUBMITTED BY:</p> <hr/> <p>Charge Location Administrator Signature Date</p> <hr/> <p>Regional Superintendent/Division Head Signature Date (as applicable)</p> <hr/> <p>Office of Grants Administration Signature Date (if applicable)</p> <p>NOTE: Signature of Assistant Superintendent for the Office of Intergovernmental Affairs and Grants Administration required ONLY for contracts financed from Contracted Programs Funds (Part IV).</p>	<p>THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA</p> <p>BY: _____ Signature (Superintendent of Schools or Designee)</p> <hr/> <p style="text-align: center;">(Name Typed)</p> <p>Date: _____</p>
<p style="text-align: center;">APPROVED AS TO RISK AND BENEFITS (as to the School Board):</p> <hr/> <p>Risk Management Signature Date</p> <p style="text-align: center;">APPROVED AS TO PROCUREMENT AUTHORITY (as to the School Board):</p> <hr/> <p>Procurement Management Signature Date</p> <p style="text-align: center;">APPROVED AS TO FORM AND LEGAL SUFFICIENCY (as to the School Board):</p> <hr/> <p>School Board Attorney - Signature Date</p>	<p>MIAMI-DADE COUNTY, FLORIDA</p> <p>BY: _____ Signature (Mayor of Miami-Dade County or Designee)</p> <hr/> <p style="text-align: center;">(Name Typed)</p> <p>Date: _____</p> <p style="text-align: center;">APPROVED AS TO FORM AND LEGAL SUFFICIENCY (as to the County):</p> <hr/> <p>County Attorney - Signature Date</p>

ADDENDUM A
LABOR AGREEMENT

Once the School Board has given its authorization and approval, the County may request that the School Board activate select employees including: cafeteria and custodial workers, security monitors, School Board police officers and zone/maintenance mechanics to provide essential feeding, sanitation, maintenance and security services in schools being used as emergency shelters. 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 agrees to reimburse the School Board for all costs related to the sheltering operations should there be no Federal Declaration declared.

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

1. Start-up team: The school principal, cafeteria manager, 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. One (1) Zone mechanic/maintenance staffing levels may be increased at the discretion of the shelter principal, Superintendent or his designee or Evacuation Center Manager (ECM).
3. Staffing may increase upon request and/or with approval from the County, shelter principal or the ECM.
4. In the event of complete communications outage, the ECM and the shelter 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 of a facility by the County, the County agrees to provide:

1. Specialized Staff:
 - a. General Population Evacuation Center (EC): Miami-Dade Fire Rescue (MDFR) will provide at least 1 Paramedic and 1 Emergency Medical Technician (EMT) at each EC and Medical Evacuation Center (MEC) during their operation with communications, Advanced Life Support (ALS) capability and equipment. If evacuation center is located outside of MDFR's service area, MDFR will coordinate with corresponding municipal Emergency Medical Services (EMS) to address staffing needs.
 - b. Pet-friendly Evacuation Center (PFEC): the County's Animal Services Department will staff the pet operations at the evacuation center augmented by County Disaster Assistance Employees (DAEs).

- c. Medical Evacuation Center (MEC): the Florida Department of Health in Miami-Dade County (DOH-Miami-Dade) will coordinate the staffing of medical personnel. The County is responsible for coordination with DOH.
 - d. First Responders Evacuation Center: Miami-Dade Police Department will provide staff to manage areas of school to be used by relatives of first responders. Relatives of school police personnel may also use this specialized evacuation center. This center shall be self-sufficient and operated by Miami-Dade Police Department. It will not require food, supplies and cleaning services. The County will provide a liaison to address any problems or concerns related to shelter operations. Operation will require minimal School Board staff to include the principal, custodian and zone mechanic/maintenance worker. The School Board will seek reimbursement as stipulated in this contract.
2. Security: Miami-Dade County will provide additional police officers while the evacuation center is open or make arrangements with corresponding municipal police department 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 evacuation center including one person to serve as Evacuation Center Manager (ECM). The ECM will oversee evacuation center operations. The County will also provide staff to fill the following rolls: ECM, Assistant Evacuation Center Manager (AECM), and Support Staff (personal assistance services, greeters, registration, dormitory management, logistics, and set-up). The following County staff will be present at the PFECs: ECM, AECM, resource support and management, Animal Services Department staff.

Position/Area	General Population Evacuation Center	Medical Evacuation Center
Evacuation Center Manager	1 per facility	1 per facility
Assistant Manager	1 per shift	1 per shift
Evacuee Registration	1:165 (min 1)	1:165 (min 1)
Dormitory Management	1:200 (min 1)	1:200 (min 1)
Household Pet Sheltering Coordination	Min of 1	Min of 1
Recovery Information and Resident Messaging	1:1000 (min 1)	1:1000 (min 1)
Supply Management	1:500 (min 1)	1:500 (min 1)

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 Evacuation Center Manager (ECM) will be in charge of the evacuation center operation at the school. Both individuals will work cooperatively to carry out the successful operation of an evacuation center or shelter. School buildings that have been designated as shelters will be made available upon notification from the Superintendent or designee. It is the Shelter Principal's responsibility to open the building at the hour designated, upon reasonable advance notice.
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 of evacuees the Shelter Principal and County ECM 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; said inventory shall be signed-off by both parties. The Shelter Principal and County ECM shall review this inventory after the emergency and document any missing or damaged items. 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 ECM 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 ECM.
4. The decision to close an evacuation center will be reached jointly by the County and the School Board and will be communicated jointly through the County ECM and Shelter Principal to the evacuees. The County acknowledges that school buildings utilized as evacuation centers need to close as soon as practicable to provide sufficient time for the School Board to resume normal operations. As the need for 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. EVACUATION CENTERS

1. Structures to be used for emergency shelters:

- a. Evacuation Centers are designated by the Miami-Dade County Office of Emergency Management (OEM) in cooperation and with the approval of the School Board.
 - b. Surveys of the facilities will be performed jointly with staff from the OEM and the School Board. The OEM, in consultation with the School Board, may procure the services structural professionals to conduct surveys of identified facilities. 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 operation of a school, unless unavoidable under the circumstances (i.e., anticipated emergency).
2. Evacuation Center Capacities: The OEM in cooperation with the School Board shall determine evacuation center capacities. The OEM will provide the final capacity numbers to the Division of Safety and Emergency Management by April of each year. The County shall provide Florida Inventory of School Houses (FISH) diagrams depicting the agreed upon shelter areas and capacities for each school prior to hurricane season.
 3. Registration of Evacuees: It is the responsibility of the County staff assigned to the evacuation center to register evacuees.
 4. Evacuation Center 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. Certified Service Animals are permitted in all evacuation centers. In the pet-friendly evacuation centers, the following animals are allowed:
 - i. Dogs
 - ii. Cats
 - iii. Ferrets
 - iv. Pocket Pet, limited to the following: gerbils, guinea pigs, hamsters, and rabbits (under 10 pounds)
 - v. Birds (common house-hold varieties, does not include exotics)
 - b. Smoking/Drugs/Alcohol/Firearms
 - i. All facilities shall prohibit smoking, drugs, alcohol and firearms.
 - ii. Evacuees violating this policy may be removed from the facility by police.
 5. Construction:

Prior to March 1st of each year, School Board will notify the OEM of facilities undergoing construction/renovation work and facilities that have been 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. Amateur (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 ECM 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 system

D. FOOD SERVICE REQUIREMENTS.

1. Prior to April 15th of each year, the Division of Safety and 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 three-day period (9 meals). This three-day menu will be submitted to the OEM. 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 evacuation center, 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.
3. The County will be responsible for providing meals (shelf stable) beyond the three-day period.
4. If mutually agreed upon between the County and School Board the Food Service Manager may continue providing meals if food is available.

E. SET-UP AND CLEANING REQUIREMENTS: The County with assistance from the facility's custodial 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 facility:
 - 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. General Population, Medical and First Responder evacuation centers:

- 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 sheltering areas to a clean and sanitary condition.