

Office of Superintendent of Schools  
Board Meeting of June 18, 2008

May 27, 2008

Office of School Facilities  
Jaime G. Torr ns, Chief Facilities Officer

**SUBJECT: AUTHORIZATION TO ENTER INTO A CONTRACTUAL AGREEMENT WITH MIAMI-DADE COUNTY TO UTILIZE SCHOOLS AS SPECIAL NEEDS, PET FRIENDLY AND FIRST RESPONDER EMERGENCY EVACUATION CENTERS**

**COMMITTEE: FACILITIES AND CONSTRUCTION REFORM**

**LINK TO STRATEGIC PLAN: GENERAL OPERATIONS**

Authorization is requested to enter into a contractual agreement (see attached) with the Miami-Dade Office of Emergency Management to utilize schools as Special Needs, Pet Friendly and First Responder emergency evacuation centers.

The Miami-Dade Office of Emergency Management and Homeland Security is the agency responsible for preparing, responding and coordinating information and resources in response to disasters and potential catastrophic incidents in Miami-Dade County. The Board will seek reimbursement from the Federal Emergency Management Agency (FEMA) Public Assistance Program for food and wages expenditures incurred during the operation of the shelter schools. Miami-Dade County will reimburse the School Board for expenditures not covered by FEMA.

**RECOMMENDED:** That The School Board of Miami-Dade County, Florida, authorize the Superintendent to enter into a contractual agreement with Miami-Dade County to utilize schools as Special Needs, Pet Friendly and First Responder Emergency Evacuation Centers.

JGT:jsd

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## AGREEMENT

THIS AGREEMENT is made and entered into between The School Board of Miami-Dade County, Florida (hereinafter referred to as "School Board"), and Miami-Dade County, Florida (hereinafter referred to as "County") on this 1 day of June, 2008.

## WITNESSETH

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreement herein contained, the payment by the County to the School Board of agreed reimbursement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the School Board and the County agree as follows:

1. The School Board agrees that, after meeting its responsibilities to its students and employees, it will permit, to the extent of its ability and upon request by the County, the use of its school facilities as specialized 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: pet-friendly evacuation center, special needs evacuation center or evacuation center for first responders' families. The decision to allow Miami-Dade County Public Schools to be used as emergency shelters is contingent upon the approval of the Superintendent of Schools. 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, a declared emergency by local, state, or federal government, or other severe weather events, flooding or environmental hazards that cause large numbers of Miami-Dade County residents to be displaced from their homes.
2. The County agrees that it shall exercise reasonable care in the conduct of its activities in and upon school 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 facilities belonging to the School Board. Furthermore, the County shall reimburse reasonable legal fees incurred by the School Board, arising from any legal action taken against the School Board related to the aforementioned negligence of the County.
4. 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.
5. The School Board shall seek reimbursement from the Federal Emergency Management Agency's (FEMA) Public Assistance Program for expenditures for

food and wages incurred by the School Board. The County will reimburse the School Board for expenditures not covered by FEMA.

6. The County and the School Board agree to abide by the Standard Operating Procedures outlined in the attached Addendum B, Standard Operating Procedures.

7. The term of this Agreement is for ten (10) years, commencing on June 1, 2008 and ending November 30, 2018.

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

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

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

The School Board of Miami-Dade County, Florida

By: \_\_\_\_\_  
Superintendent of Schools

Witness:

\_\_\_\_\_

Miami-Dade County

By: \_\_\_\_\_  
George Burgess, County Manager

Witness:

\_\_\_\_\_

## ADDENDUM A LABOR AGREEMENT

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

Upon activation of a facility by the County, with the School Board's approval, the School Board agrees to provide:

1. **Start-up team:** The school principal, the cafeteria manager, the head custodian, and one (1) School Board police officer until the shelter population size is reasonably known or expected.
2. **Ongoing team:** In addition to the start-up team, two (2) cafeteria workers (one for each 8 hour shift) and three (3) custodial workers (one each for three 8 hours shifts) and one (1) School Board police officer and three (3) security monitors. Zone mechanic may be called at the discretion of the shelter principal or Shelter Manager.
3. Staffing may increase upon request and/or with approval from the County or the Shelter Manager during the day a tropical storm/hurricane passes by to allow 24 hour coverage to be located at the facility during the storm.
4. In the event of a complete communications outage, the Shelter Manager and the school principal shall have the authority to acquire the human and material resource needed to support operations until such time as communications are restored.

Upon activation, the County will provide:

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

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

2. Security: Miami-Dade County will provide additional police officers while the shelter is open or make arrangements with police of the corresponding municipality in which a school is located to fulfill this obligation. If additional security support is needed, the County will hire additional security guards from private vendors.
3. Personnel: The County will provide County employees to assist with the overall operations of the shelter including one person to serve as Shelter Manager. The Shelter Manager will oversee shelter operations:

**ADDENDUM B  
STANDARD OPERATING PROCEDURES**

**A. SHELTER PRINCIPAL'S RESPONSIBILITIES AND DUTIES**

- 1: The School Board Shelter Principal or designee will be in charge of the facility operation at the school. The County Shelter Manager will be in charge of the shelter operation at the school. Both individuals will work in cooperation to carry out the successful operation of an evacuation center or shelter. School buildings that have been designated as shelters or designated in an emergency will be made available upon notification from the Superintendent or designee. It is the principal's responsibility to open the building at the hour designated.
- 2: The Shelter Principal or designee will remain on site throughout the emergency or until relieved by another shelter principal or designee.
- 3: The Shelter Principal and County Shelter Manager shall develop a complete property inventory of all Board-owned items housed in the spaces designated as shelter areas, as well as an inventory of the pre-existing condition of the building. The Shelter Principal and County Shelter Manager shall review this inventory before and after the emergency. The Shelter Principal will ensure that all expensive equipment is secured prior to the shelter opening. Areas with high value equipment (e.g. computer labs and media centers) are prohibited from being used for shelter purposes, unless a determination is made by both the Shelter Principal and the County Shelter Manager that its use is necessary to protect the life, safety and welfare of the citizens of Miami-Dade County; however, any unsecured equipment in the shelter area shall be recorded by the Shelter Principal and the County Shelter Manager.
- 4: The closing of a shelter facility will be a decision reached by the County in cooperation with the School Board and will be communicated jointly through the County Shelter Manager and Shelter Principal to the evacuees. As the need for of shelter space diminishes, the County will attempt in good faith to consolidate the remaining facilities and to the extent possible transfer evacuees to non-school facilities, in compliance with regulations, permitting the School Board to ready its facilities for receiving students and staff.

**B. SHELTERS**

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

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

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

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

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

4. Shelter Regulations:

a. Animals: Pets will only be permitted at schools designated as pet-friendly. The decision to designate a school as pet-friendly will be made jointly between the County and the School Board. Service animals are permitted in all shelters. In the pet-friendly shelters, the following animals are allowed:

- 1) Dogs
- 2) Cats
- 3) Ferrets
- 4) Pocket Pets, limited to the following: gerbils, guinea pigs, hamsters, and rabbits (under 10 pounds)
- 5) Birds (common house-hold varieties, does not include exotics)

b. Smoking/Drugs/Alcohol/Firearms

- 1) All facilities shall prohibit smoking, drugs, alcohol and firearms.
- 2) Evacuees violating this policy can be removed from the facility by police.

5. Construction:

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

#### C. COMMUNICATIONS:

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

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

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

#### D. FOOD SERVICE REQUIREMENTS

1. Prior to April 15<sup>th</sup> of each year, the Division of Safety Emergency Management shall supply the Department of Food and Nutrition with an updated list of shelter schools. Upon receipt, the Department of Food and Nutrition will prepare a menu to cover a two day period (6 meals & 4 snacks). This two days menu will be submitted to the DEM&HS. In addition, the Department of Food and Nutrition will schedule a meeting for all food service managers assigned to an emergency shelter to review shelter procedures.
2. When a school is designated as an emergency shelter, the school food service program shall provide emergency meals for persons seeking shelter in the school. The school food service manager, or designee approved by the principal, shall be on duty as long as the shelter is open. The County and/or food service manager may also request volunteer assistance from evacuees.

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

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



- i. The County shall be responsible for restoring the areas utilized and adjacent to pet sheltering areas to a clean and sanitary condition. The County will ultimately be responsible for any required and unforeseen clean-up activities as a result of an area being used as a pet shelter, and shall be solely responsible for the costs of any additional clean-up.
- ii. The County shall ensure the areas utilized and adjacent to pet shelter areas are thoroughly inspected and determined to be free from fleas, ticks and other pests consistent with the animals listed in section B number 4 of this addendum.
- d. In the event pests related to sheltered animals are discovered by the School Board after closure of the shelter, the County will be responsible for any necessary remediation activities and is solely responsible for the costs of said remediation.

2. Special needs evacuation center:

- a. The County shall promptly remove any medical or hazardous waste.
- b. The County shall be responsible for restoring the areas utilized and adjacent to special needs sheltering areas to a clean and sanitary condition, and shall solely be responsible for the costs of any additional required clean-up of the shelter.