

Office of Superintendent of Schools
Board Meeting of May 20, 2009

May 8, 2009

Office of School Facilities
Jaime G. Torrrens, Chief Facilities Officer

SUBJECT: AUTHORIZATION TO ENTER INTO A CONTRACTUAL AGREEMENT WITH THE AMERICAN RED CROSS TO UTILIZE SCHOOLS AS GENERAL POPULATION 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 American Red Cross to utilize schools as general population emergency evacuation centers.

The American Red Cross is the agency responsible for operating general population evacuation centers 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. The Red Cross 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 the American Red Cross to utilize schools as General Population Emergency Evacuation Centers.

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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 the American Red Cross Greater Miami & Keys (hereinafter referred to as "Red Cross"), on this 1st day of June, 2009.

WITNESSETH

Whereas, pursuant to terms of federal statutes, The Red Cross provides emergency services on behalf of individuals and families who are victims of disaster or a potential disaster, and

WHEREAS, the Red Cross provides these services to large numbers of people, and

WHEREAS, the School Board wishes to cooperate with the Red Cross for such purposes and has authorized the Superintendent of the Miami-Dade County Public Schools to permit the Red Cross to use school buildings, grounds, and equipment to conduct Red Cross disaster services activities, and

WHEREAS, the School Board and Red Cross desire to enter into this Agreement to establish the terms and conditions under which school facilities will be utilized for Red Cross disaster services activities.

NOW, THEREFORE, it is mutually agreed between the parties as follows:

1. The School Board agrees that, after meeting its responsibilities to pupils, it will permit, to the extent of its ability and upon request by the Red Cross, the use of its public school facilities by the Red Cross as mass shelters and service centers for the victims of disasters immediately after emergency has struck or in event of a potential emergency. 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 in the attached Addendum A, incorporated herein by reference.
2. The Red Cross agrees that it shall exercise reasonable care in the conduct of its activities in and upon school facilities and further agrees to replace or reimburse the School Board for any and all foods or supplies that may be used by the Red Cross in the conduct of its activities.
3. Notwithstanding any other agreements to the contrary, the Red Cross 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 Red Cross during its use of school facilities belonging to the School Board. Furthermore the Red Cross shall reimburse reasonable legal fees incurred by the School Board, arising from action taken against the School Board related to the aforementioned negligence of the Red Cross.
4. The Red Cross shall reimburse the School Board for mutually identified and inventoried items that are stolen or missing following the Red Cross' 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. The Red Cross will reimburse the School Board for wages incurred by the School Board as stipulated in the attached Addendum B, Labor Agreement and for food not covered by FEMA.
6. This agreement shall be construed in accordance with the laws of the State of Florida. Any dispute with respect to this agreement is subject to the laws of Florida, venue in Miami-Dade County. Each party shall be responsible for its own attorneys' fees and costs incurred as result of any action or proceeding under this agreement.
7. The Red Cross and School Board agree to abide by the Standard Operating Procedures outlined in the attached Addendum C, incorporated herein by reference.
8. The Red Cross and School Board agree to provide staff as depicted in the Shelter Organizational Chart in the attached Addendum D, incorporated herein by reference.

9. The term of this Agreement is for ten (10) years, commencing on June 1, 2009, and ending May 31, 2019.

10. 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.

This Agreement may be terminated by either party giving sixty (60) days written notice to the other party at its office address of 1450 N.E. 2nd Avenue, Miami, Florida 33132 for the School Board and 335 S.W. 27th Avenue, Miami, Florida 33135 for the Miami Headquarters of the Red Cross.

In Witness Whereof, the School Board and Red Cross have caused this Agreement to be executed by the Superintendent of Schools for the School Board, and the Chief Executive Officer of the Greater Miami & Keys Chapter, said agreement to become effective and operative upon the date stated in the first paragraph above.

The School of Miami-Dade County, Florida

By: _____
Alberto M. Carvalho Superintendent of Schools

Witness:

American Red Cross Greater Miami & Keys

By: _____
Sam Tidwell, Chief Executive Officer

Witness:

ADDENDUM A
DEFINITION

Emergency

The term emergency when used in this Agreement shall be defined as follows:

The threat of a hurricane or tropical storm to the residents of Miami-Dade County.

A declared emergency by local, state or federal government.

Other severe weather events, flooding or environmental hazards that cause large numbers of Miami-Dade County residents to be displaced from their homes.

Initials: School Board _____

Red Cross _____

ADDENDUM B
LABOR AGREEMENT

The Red Cross may request the activation of hourly cafeteria, custodial, security monitors, M-DCPS police officers and zone mechanic to provide essential feeding, maintenance and security services (primary shelters only) in schools being used as a disaster facility. Facility staff and residents are also expected to assist with food service and maintenance.

The Red Cross will reimburse wages not covered by FEMA for Miami-Dade County Public Schools (M-DCPS) hourly cafeteria, custodial, security monitors, M-DCPS police officers, and zone mechanic for their services provided during disaster ARC operations or extended feeding operations. This reimbursement will include payment at the normal hourly rate for a number of workers if the workers were not scheduled to work those hours. It shall also include overtime pay for hours worked in excess of the normal forty (40) hour work week after the normal 40 hour work week has been completed. The Red Cross agrees to reimburse the cafeteria, custodial staff, security monitors, M-DCPS police officer primary shelters only and zone mechanics only. Reimbursement will include benefits, if necessary, and will comply with all current labor agreements between M-DCPS and its unions. The number of paid M-DCPS staff must be proportionate to the number of disaster victims in the facility and the number of meals prepared. Detailed itemized accounts prepared in accordance with Red Cross procedures must be provided to allow for reimbursement. The Red Cross will not reimburse salaried employees or employees utilized without Red Cross approval.

Upon activation of a facility by the Red Cross, it agrees to provide reimbursement as follows:

1. Start-up team/facilities: The school principal, the cafeteria manager, the head custodian, and one (1) M-DCPS police officer (primary shelters only) until the shelter population size is reasonably known or expected.
2. Ongoing team/facilities: In addition to the start-up team, two (2) cafeteria workers (one for each 8 hours shift) and three (3) custodial workers (one each for three 8 hours shifts) and one (1) M-DCPS police officer (primary shelters only) and three (3) security monitors (one for each shift) for approximately 100 people per facility. This may increase incrementally not to exceed the school principal, the cafeteria manager, one (1) M-DCPS police officer (primary shelters only) three cafeteria staff, three custodial staff, three security monitors per shift per facility with a population of 500 people. Zone mechanic may be called at the discretion of the shelter principal or Red Cross Shelter Manager.
3. Staffing may increase upon request and/or with approval from the Emergency Services Director or their Designee, 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 Red Cross Shelter Manager and the School Principal shall have the authority to acquire the human and material resources needed to support operations until such time as communications are restored.

M-DCPS Agrees to:

1. Activate and schedule the cafeteria, custodial and security monitor workers, M-DCPS school police, and zone mechanic as requested by the Red Cross not to exceed the parameters described.
2. Maintain an accurate system of records for each shelter:
 - a. Provide daily reports on the number of food items (snacks & meals) prepared and served at the shelter.
 - b. Provide weekly summary of the number of staff and their hours in each facility.
3. Submit a request for reimbursement of labor costs worked that include name, employee number, regular hourly pay rate indicating regular hours worked, overtime hourly pay rate indicating overtime hours worked, total hours, school name, and dates worked by personnel staffing the Red Cross shelter during the activation.

Initials: School Board _____
Red Cross _____

ADDENDUM C
STANDARD OPERATING PROCEDURES

A. SHELTER PRINCIPAL'S RESPONSIBILITIES AND DUTIES

1. The shelter principal or designee will be charge of the facility operation at the school. The Red Cross 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 a Red Cross service or shelter facility. 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. If the shelter is required to open without a Red Cross shelter manager present, the shelter principal or designee shall have the authority to open the shelter and use appropriate personnel as stated in this agreement to safely house those seeking shelter, until such time as the Red Cross can provide proper staffing.
3. The shelter principal or designee will remain on site throughout the emergency or until relieved by another shelter principal or designee.
4. The shelter principal Red Cross 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 Red Cross 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. All unsecured expensive equipment shall be recorded by the shelter principal and the Red Cross shelter manager.
5. All Shelter Principals or back up shelter principals will successfully complete the Red Cross Shelter Operation Workshop and every subsequent year participates in a refresher workshop and update(s). Any new staff that are designated as potential shelter principals will be required to take the Shelter Operations Workshop.
6. Staff structure is enumerated in Addendum D.
7. The closing of a Red Cross facility will be a decision reached by Red Cross Headquarters in cooperation with M-DCPS, and will be communicated jointly through the Red Cross shelter manager and school principal to the occupants. As the need for large numbers of shelters diminishes, the Red Cross will attempt in good faith to consolidate the remaining facilities, in compliance with our regulations, to further minimize the impact on M-DCPS.

B. ASSIGNMENT OF PERSONNEL FROM OTHER AGENCIES

The Red Cross and School Board will request specially trained personnel from the Miami-Dade Office of Emergency Operations Management (OEM) to carry out certain functions as needed.

A M-DCPS police officer will be in charge of security and all security requirements necessary to operate the shelter in a safe and efficient manner.

C. SHELTERS

1. Structures to be used for emergency shelters:
 - a. Hurricane Evacuation Centers are designated by the OEM, in cooperation with the Red Cross and School Board.
 - b. Surveys of the facilities will be performed jointly with staff from OEM and Red Cross. M-DCPS Department of Safety, Environment and Hazards Management will act as liaison between schools and survey teams.

- c. The American Red Cross by special agreement with The School Board of Miami-Dade County, Florida, determines the facilities to be occupied during any type of emergency operations.
 - d. In addition, shelters must be inspected and approved according to strict established guidelines.
2. Shelter Capacities:
- The Red Cross in cooperation with the School Board shall determine shelter capacities. The Red Cross is responsible for providing this information to the Red Cross shelter manager. A mandatory walkthrough shall be completed prior to establishing shelter capacities. The Red Cross shall communicate the final capacity numbers to the shelter principal and the Department of Safety, Environment and Hazards Management.
3. Registration of Shelterees:
- It is the responsibility of the Red Cross shelter staff, assigned to the shelter, to handle the registration of shelterees.
4. Shelter Regulations:
- a. Animals
Pets are not permitted in shelters. This is a health requirement that must be followed. Service animals are permitted in shelters.
 - b. Smoking/Drugs/Alcohol/Firearms
All Red Cross facilities prohibit smoking, drugs, alcohol and firearms. Provisions of School Board rules regarding the drug-free/tobacco-free work place have been determined to apply to all School Board-owned and leased properties. Accordingly, emergency shelters are governed by such provisions. Illegal drugs, alcohol, and the abuse of prescription medications are not permitted in emergency shelters.
5. Construction: Prior to March 1st of each year, School Board will provide a list of schools to the Red Cross which will include: facilities undergoing construction and facilities that have been constructed or renovated under the Hurricane Enhanced Protection Areas regulations.

D. 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 Red Cross personnel.
2. Radio: Two-way radio communications shall be provided as follows:
 - a. 2-meter HAM radio provided and operated by Red Cross volunteers(s) for communications with other facilities.
 - b. Hand-held radios to access the School Board District Emergency Communications Network (DECON). The Red Cross shelter manager shall be assigned a hand-held (inter facility) radio, in order to maintain constant contact to other school staff.
 - c. Police and paramedic units assigned to each shelter have their own radio systems.
3. Reasonable access will be granted to Red Cross staff members to office areas, to facilitate the operation of the shelter.

E. FOOD SERVICE REQUIREMENTS

1. Prior to April 15 of each year, the Red Cross 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). In addition, the Department of Food and Nutrition will schedule a meeting for all food service managers assigned to an emergency shelter to review emergency shelter procedures with a representative from the Red Cross.
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 Red Cross and/or food service manager may also request volunteer assistance from those who have sought shelter in the school. Red Cross will only reimburse the cost of wages for food service workers for the time they are working in support of the disaster operation.
3. The Red Cross will coordinate the delivery of milk, bread, and juice for all hurricane shelters. If the shelter remains open, the Red Cross manager shall contact Red Cross headquarters to make arrangements to activate and deliver a standing order of food, including these items and non-food items as determined by the Red Cross. The food items supplied by the Red Cross must be a standard institutional pack.
4. If the Red Cross is unable to send additional food and/or supplies, the Red Cross shelter manager and shelter principal shall have the authority to obtain food and supplies from the closest local store, within the established Red Cross guidelines.
5. The Red Cross shall also assume responsibility to deliver any items required for shelter operations that are not normally supplied to the food service department, such as diapers, flashlights, special dietary and medical needs, baby food and formula, and appropriate beverages.
6. The school food service manager, or approved designee, shall follow these procedures:
 - a. The food service manager will prepare food orders based on the number of shelterees assigned by the Red Cross. These food and non-food items will be marked "for hurricane use only" from June 1 through November 30. After the hurricane season, the food service manager will utilize leftover stock in the regular school lunch and breakfast programs.
 - b. When a school is opened as a shelter, the food service manager or approved designee is responsible for organizing food service in the shelter and for serving a meal for each meal served to shelteree. (Exception: the Red Cross has assumed responsibility for providing food for schools which receive food from another school under the satellite program.) The Red Cross may request an open school shelter with cooking capabilities to support schools which normally receive food from another school under the satellite program. If the Red Cross makes such a request, the Red Cross will provide bulk food stocks to the requested school after reporting to the shelter, the food service manager should take inventory of all food supplies on hand prior to any meal service. If the shelter is opened in between meal services, the food service manager may offer hot tea, coffee and/or juice, and cracker or cookies.
 - c. Commodity foods will be a part of the emergency inventory, to the degree that is practical, under an agreement between the United States Department of Agriculture and the Red Cross. Reimbursement of replacement of USDA commodities will be requested through the Department of Agriculture and Consumer Services following USDA food request procedures.
 - d. In the event of widespread damage, the food service manager/designee will continue food service, using food and non-food supplies from the regular inventory until additional Red Cross food and supplies arrive.

- e. A complete, accurate record of food and other supplies used shall be prepared as soon as stipulated in this agreement.
 - f. Red Cross invoices should be submitted to the facility shelter manager to forward to the Red Cross Headquarters. In the event the facility manager is unavailable, invoices should be submitted to the Department of Food and Nutrition within fifteen (15) working days of closing each facility.
7. The Red Cross headquarters will be notified of additional supplies to be picked up after the shelter is closed. The Red Cross will make a reasonable effort to pick up these additional supplies within fifteen (15) days of notification unless the Red Cross has notified the School Board of circumstances that will prevent such pick up from occurring in that time period.

F. REIMBURSEMENT BY THE RED CROSS

The School Board of Miami-Dade County, Florida, shall be reimbursed for:

1. Any foods (except USDA foodstuffs) based upon an itemization of food supplies utilized. The Red Cross will supply juice, milk, and bread as contracted. The projected food requirements for the coming hurricane season shall be determined each Spring and shall be based on current prices of food items.
2. The Red Cross is not responsible for damage to the facility or its contents, furnishings, or equipment caused by the disaster; again, the Red Cross shall be responsible for the cost of any items that are used or damaged by the Red Cross.
3. Actual salaries of M-DCPS personnel who work in the shelters, including their fringe benefits pursuant to salary schedules and provisions of various labor contracts and Board Rules for staffing ratios stipulated in the agreement.
4. In the event the Red Cross personnel do not report as assigned, and the shelter principal has made all reasonable efforts to communicate with the ARC headquarters, the shelter principal with concurrence of the Red Cross Emergency Services Director or their designee may recruit additional personnel, specifically, teachers at a ratio of one per every 500 shelterees, to be reimbursed by the Red Cross.
5. Facility cleanup costs for those activities relating directly to the use of the facility by the Red Cross according to the pre-inspection report as set forth herein, including salaries of custodians, excessive waste disposal fees, and materials. The Red Cross is not responsible for the cleanup of the facility caused by the disaster, such as tree debris on property.
6. The Red Cross will not be responsible for any expenses not specifically described in the signed agreement or addendum, except and to the extent that additional expenses are incurred as a result of the request by the Red Cross Emergency Services Director or their designee.

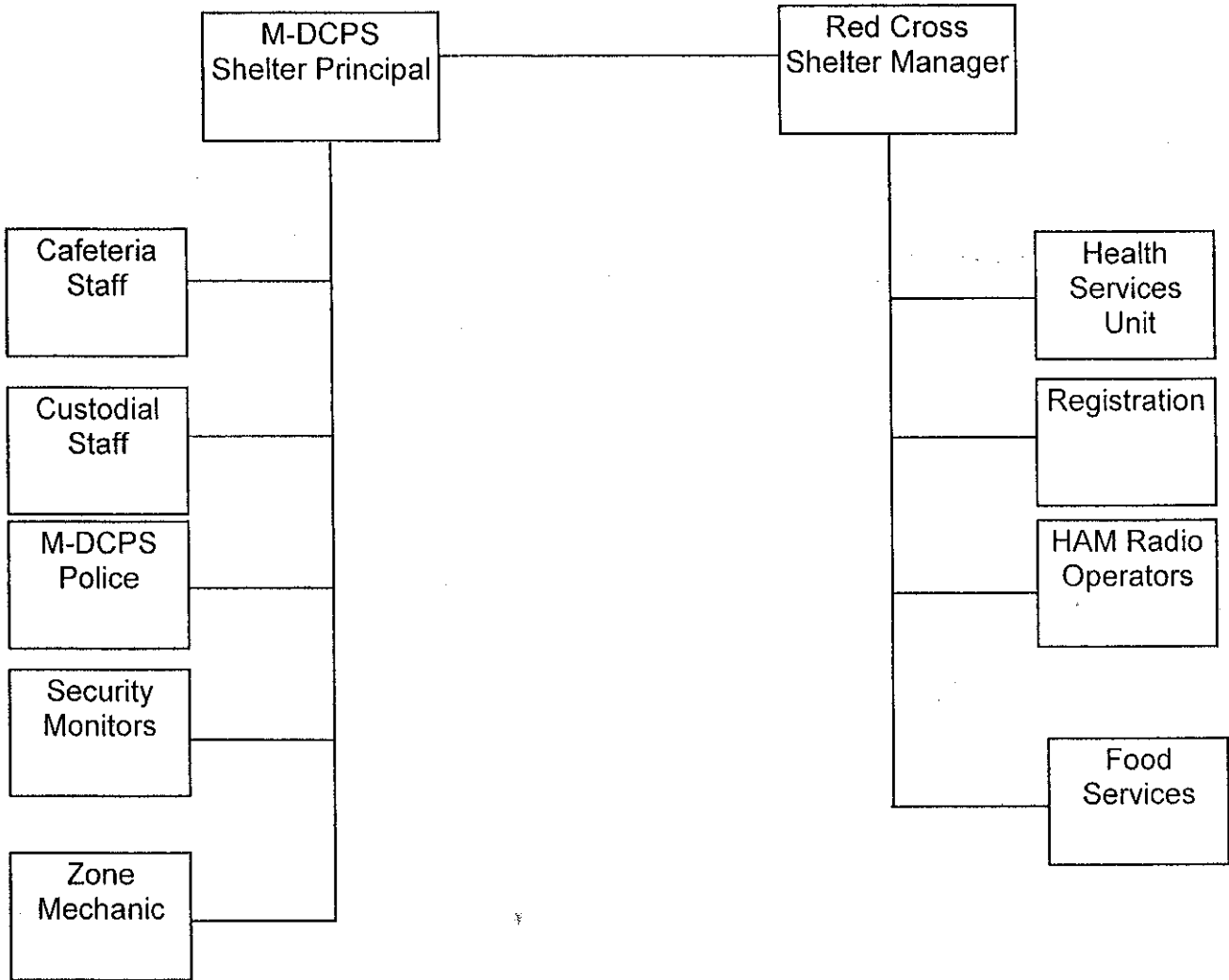
To determine and document any amount owed to M-DCPS, the following shall be used:

- official shelter registration forms
- official computer printouts of M-DCPS payrolls by shelter
- site inspection completed by the shelter principal and shelter manager pre and post event

Initials: School Board _____

Red Cross _____

ADDENDUM D
SHELTER ORGANIZATIONAL CHART



Initials: School Board _____
 Red Cross _____