Memorandum

MIAMI-DADE COUNTY

Agenda Item No. 8(E)(1)

Date: May 1, 2012

To: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

Subject: Resolution Authorizing Execution of a Helicopter Landing Agreement Between Miami-Dade County Fire Rescue Department and the Federal Reserve Bank of Atlanta, Miami Branch

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RECOMMENDATION

It is recommended that the Board of County Commissioners approve the attached resolution authorizing execution of a Helicopter Landing Agreement between Miami-Dade County and the Federal Reserve Bank of Atlanta, Miami Branch, and allow the Miami-Dade County Fire Rescue Department to utilize a designated helicopter landing pad on bank premises.

OWNER:	Federal Reserve Bank of Atlanta, Miami Branch, a Corporation organized and existing under the laws of the State of Florida
COMPANY PRINCIPAL:	Paul W. Graham, Assistant Vice President
LOCATION:	9100 NW 36 Street, Doral, Florida
SIZE:	Approximately 4,000 square feet
COMMISSION DISTRICT:	12
COMMISSION DISTRICT IMPACTED:	12
USE:	A helicopter landing pad containing approximately 4,000 square feet
BACKGROUND:	On August 4, 2000, the Miami-Dade Fire Rescue Department entered into a Helicopter Landing Agreement with the Federal Reserve Bank of Atlanta, Miami Branch. It was agreed that the agreement would remain effect for a period of one (1) year and upon the expiration of the one year term, parties may renegotiate any of the terms of the agreement or renew the agreement for a subsequent year. The agreement has been subsequently renewed administratively by Miami-Dade Fire Rescue Department and Federal Reserve Bank of Atlanta, Miami Branch on an annual basis. In 2011, it was recommended that Miami-Dade Fire Rescue Department seek approval from the Board of County Commissioners for subsequent approvals of the agreement.

JUSTIFICATION:	The helicopter landing pad will provide the Miami-Dade Fire Rescue Department with an adequate location to land air rescue helicopters during emergencies. The location of the landing pad is secured and will allow emergency personnel to establish a safe landing zone 24 hours a day, 7 days a week. Furthermore, the landing pad is adjacent to the Miami-Dade Fire Rescue Headquarters which will allow non-emergency landings without the need to establish landing zones on private or public properties.
LEASE TERM:	Ten years and shall automatically renew for two additional ten-year renewal periods followed by a third automatic ten year renewal period.
EFFECTIVE DATES:	Commencing upon the effective date of the resolution of the Board of County Commissioners approving this helicopter landing agreement and as of date of execution by the County and the Landlord.
RENTAL RATE:	The Federal Reserve Bank agrees that no landing fee will be imposed for use of the helicopter landing pad when Miami-Dade Fire Rescue is responding to an emergency. However, a $40.00 landing fee will be imposed for each non-emergency landing by Miami-Dade Fire Rescue.
LEASE CONDITIONS:	The Miami-Dade Fire Rescue Department agrees to abide by all applicable conditions of the subject Helicopter Landing Agreement.
CANCELLATION:	County may cancel at any time by giving Landlord 30 days prior written notice.
FUNDING SOURCE:	Fire District. This item has been budgeted in the Fire District funding budget.
MONITOR:	Scott W. Mendelsberg, Assistant Director Miami-Dade Fire Rescue Department
COUNTY ATTORNEY:	Daniel Frastai County Attorney's Office

Deputy Mayor

MEMORANDUM

(Revised)

TO: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

DATE: May 1, 2012

FROM: R. A. Cuevas, Jr.
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**

_____ **Ordinance creating a new board requires detailed County Manager'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(E)(1)
5-1-12

RESOLUTION NO. _____

RESOLUTION AUTHORIZING EXECUTION OF A HELICOPTER LANDING AGREEMENT WITH THE FEDERAL RESERVE BANK OF ATLANTA, MIAMI BRANCH, FOR PREMISES TO BE UTILIZED BY THE MIAMI-DADE FIRE RESCUE DEPARTMENT, FOR THE PURPOSE OF ALLOWING THE DEPARTMENT TO UTILIZE A DESIGNATED HELICOPTER LANDING PAD ON BANK PREMISES; AND AUTHORIZING THE COUNTY MAYOR AND/OR THE COUNTY MAYOR'S DESIGNEE TO EXERCISE ANY AND ALL OTHER RIGHTS CONFERRED 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 Helicopter Landing Agreement between the Federal Reserve Bank of Atlanta, Miami Branch, a Corporation organized and existing under the laws of the United States, for the purpose of allowing the Miami-Dade Fire Rescue Department to utilize a designated helicopter landing pad on bank premises, in substantially the form attached hereto and made a part thereof; authorizes the County Mayor and/or County Mayor's designee to exercise any and all other rights conferred contained therein.

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

Joe A. Martinez, Chairman
Audrey M. Edmonson, Vice Chairwoman

Bruno A. Barreiro	Lynda Bell
Esteban L. Bovo, Jr.	Jose "Pepe" Diaz
Sally A. Heyman	Barbara J. Jordan
Jean Monestime	Dennis C. Moss
Rebeca Sosa	Sen. Javier D. Souto
Xavier L. Suarez	

The Chairperson thereupon declared the resolution duly passed and adopted this 1st day of May, 2012. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

HARVEY RUVIN, CLERK

By:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency. DF

Daniel Frastai

Helicopter Landing Agreement

This Agreement is made by and between Miami-Dade County for the benefit of the Miami-Dade Fire Rescue Department, a political subdivision of the State of Florida an organization existing under the laws of the State of Florida (hereinafter called "Miami-Dade Fire Rescue Department") and the Federal Reserve Bank of Atlanta, Miami Branch, located at 9100 N.W. 36th Street, Miami Florida, a corporation organized and existing under the laws of the United States (hereinafter called "Reserve Bank"). Now, therefore, in consideration of the mutual covenants and agreements herein contained and hereinafter mentioned, the parties agree as follows:

1. Permission to Land

a. Miami-Dade Fire Rescue Department seeks and Reserve Bank grants permission for Miami-Dade Fire Rescue Department to use the designated landing space on Reserve Bank's premises, hereinafter called "Helicopter Pad".

b. Reserve Bank agrees that no landing fee will be imposed for use of the Helicopter Pad when Miami-Dade Fire Rescue Department is responding to an emergency. However, a $40.00 landing fee will be imposed for each landing in where Miami-Dade Fire Rescue Department is not responding to an emergency.

2. Warranty

Miami-Dade Fire Rescue Department covenants and warrants that in the performance of services under this agreement, it will furnish and retain modern and suitable equipment, employ adequately trained, and efficient personnel, and in all other respects use its best efforts to promote maximum safety when arriving at or departing from, or otherwise on Reserve Bank's premises.

a. Miami-Dade Fire Rescue Department agrees to coordinate communications and operational procedures with the Chief, Air Traffic Control Tower, Miami International Airport. Miami-Dade Fire Rescue Department further agrees to communicate and coordinate, at an assigned helicopter frequency, arrival and departure procedures with other helicopters arriving at, departing from, or otherwise in the vicinity of the Reserve bank during Miami-Dade Fire Rescue Department operations. Miami-Dade Fire Rescue Department will furnish all communication equipment to the Federal Reserve Bank, in order to coordinate arrivals and departures.

b. Miami-Dade Fire Rescue Department agrees that pilots engaged in Helicopter Operator's flights to and from, Helicopter Pad or otherwise on Reserve Bank's premises will have a minimum of one thousand (1,000) hours of total logged Rotor Craft time, and shall be authorized to engage in Helicopter flights and from, Helicopter Pad or otherwise on Reserve Bank premises when authorized by the Reserve Bank.

c. Miami-Dade Fire Rescue Department further agrees to immediately furnish Reserve Bank written or wire notice of any F.A.A. citation for safety or maintenance infractions.

3. **Insurance**

a. Miami-Dade Fire Rescue Department will supply certificates of insurance to the Reserve Bank prior to any use of the helicopter pad.

b. The amount of the insurance obtained to cover bodily injury and property damage resulting from activities under this Agreement shall not be less than fifteen million dollars ($15,000,000.00) per occurrence.

c. Miami-Dade Fire Rescue Department further agrees to name Reserve Bank as an additional insured party on the insurance policy. Miami-Dade Fire Rescue Department agrees to give Reserve Bank notice of any material modification or change in insurance within thirty (30) days after such modifications or changes are made.

d. Miami-Dade Fire Rescue Department agrees to abide by applicable state and federal agency insurance requirements.

4. **Indemnification**

To the extent of the limitations of the liability provided by Florida Statutes Annotated section 768.28 and to the extent of any applicable insurance coverage, the Miami-Dade Fire Rescue Department agrees to indemnify and hold Reserve Bank harmless from any claims or damages, death, personal injury or property damage arising out of or in connection with the acts or omissions of Miami-Dade Fire Rescue Department and its employees or agents in its use of the Reserve Bank's helicopter pad and under this Agreement.

5. **Terms of Agreement**

a. This Agreement shall be effective as of the date it is signed by both an authorized officer of the Reserve Bank and an authorized representative of Miami-Dade Fire Rescue Department and shall remain in effect for ten (10) years, and shall automatically renew for two additional ten year renewal periods followed by a third automatic ten year renewal period.

b. Upon the expiration of the terms in paragraph (a), parties may renegotiate any of the terms of this Agreement or renew this Agreement.

c. The parties reserve the right to terminate this agreement at any time by giving at least thirty (30) day written notice of such termination.

6. This Agreement supersedes all proposals, oral or written, and all negotiations, conversations or discussions heretofore had between the parties related to this Agreement.

7. Except as in paragraph 5(b), this Agreement shall not be deemed or construed to be modified, amended, rescinded, cancelled or waived, in whole or in part, except by written amendment signed by the parties hereto.

8. This Agreement only grants Miami-Dade Fire Rescue Department permission to land on Bank's Helicopter Pad. No other right or control over Bank's property is granted. At all times the Reserve Bank will remain in exclusive control of its property.

9. Miami-Dade Fire Rescue Department agrees that it will abide by the instructions of Bank's law enforcement officers when arriving, departing, and conducting activities on Reserve Bank property.

10. By entering into this contract, the Miami-Dade Fire Rescue Department confirms its commitment to equal opportunity in employment and contracting. To implement this commitment, the Miami-Dade Fire Rescue Department shall, to the maximum extent possible consistent with applicable law, provide for the fair inclusion of minorities and women in its workforce. If requested by the Reserve Bank, a Miami-Dade Fire Rescue Department shall provide documentation, satisfactory to the Reserve Bank, of the actions it has undertaken to verify its good faith compliance with this requirement. To the maximum extent possible consistent with applicable law, the contractor shall comply with this policy in the awarding of subcontracts and shall require its subcontractors, if applicable, to provide, to the maximum extent possible consistent with applicable law, for the fair inclusion of women and minorities in each of their respective workforces. The Miami-Dade Fire Rescue Department understands and agrees that a breach of this section constitutes a material breach of the contract.

By signing below, each party to this Agreement warrants that they have read, understood and now agree to all the terms of this agreement. Further, each party warrants that the undersigned is an authorized representative duly authorized to execute contracts to this nature on behalf of such party.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officers this _____day of _____, 2012.

ATTEST:
HARVEY RUBIN
CLERK OF THE BOARD

_____
Deputy Clerk

MIAMI-DADE COUNTY, FLORIDA
BY IT'S BOARD OF
COUNTY COMMISSIONERS

By: _____
Carlos A. Gimenez, Mayor

Approved by County Attorney
as to form and legal sufficiency _____

FEDRAL RESERVE BANK OF
ATLANTA, MIAMI BRANCH

By: _____
Paul W. Graham
Assistant Vice President