MEMORANDUM

Agenda Item No. 8(E)(1)

TO:	Honorable Chairwoman Rebeca Sosa and Members, Board of County Commissioners	**DATE:**	October 1, 2013
FROM:	R. A. Cuevas, Jr. County Attorney	**SUBJECT:**	Resolution authorizing execution of a General Agreement between the United States Department of the Interior National Park Service, Everglades National Park and Miami-Dade County, through the Miami-Dade Fire Rescue Department

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

R. A. Cuevas, Jr.
County Attorney

RAC/smm

Memorandum

MIAMI-DADE COUNTY

Date: October 1, 2013

To: Honorable Chairperson Rebeca Sosa
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

Subject: General Agreement between the United States Department of the Interior National Park Service and Everglades National Park and Miami-Dade County through the Miami-Dade Fire Rescue Department

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RECOMMENDATION
It is recommended that the Board of County Commissioners approve the attached General Agreement between the United States Department of the Interior National Park Service and Everglades National Park and Miami-Dade County through the Miami-Dade Fire Rescue Department.

SCOPE
This General Agreement is countywide.

FISCAL IMPACT/FUNDING SOURCE
There is no fiscal impact with this General Agreement.

TRACK RECORD/MONITOR
Miami-Dade Fire Rescue's Assistant Fire Chief of Operations, Arthur L. Holmes, Jr., will monitor this General Agreement.

BACKGROUND
The objective of this Agreement is to establish the terms and conditions under which the parties will provide mutual assistance in preventing, detecting, and suppressing structural fires and wildfires and in conducting search and rescue operations on lands and waters within the Everglades National Park's boundaries and leased buildings, within Miami-Dade County, and in the immediate surrounding area.

The National Park Service is primarily responsible for conducting fire prevention, detection, and suppression of structural and wildland fire, providing emergency medical services and for conducting search and rescue operations on federally owned land within Everglades National Park and leased lands outside Everglades National Park boundaries. Miami-Dade Fire Rescue is primarily responsible for conducting fire prevention, detection, and suppression of structural and wildland fire, providing emergency medical services and for conducting search and rescue operations within the Miami-Dade County and in the immediate surrounding area as approved by Miami-Dade County.

Genaro "Chip" Iglesias
Deputy Mayor

MEMORANDUM
(Revised)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: October 1, 2013

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 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(E)(1)
10-1-13

RESOLUTION NO. _____

RESOLUTION AUTHORIZING EXECUTION OF A GENERAL AGREEMENT BETWEEN THE UNITED STATES DEPARTMENT OF THE INTERIOR NATIONAL PARK SERVICE, EVERGLADES NATIONAL PARK AND MIAMI-DADE COUNTY, THROUGH THE MIAMI-DADE FIRE RESCUE DEPARTMENT; ESTABLISHING THE TERMS AND CONDITIONS UNDER WHICH THE PARTIES WILL PROVIDE MUTUAL ASSISTANCE IN PREVENTING, DETECTING AND SUPPRESSING FIRES AND CONDUCTING SEARCH AND RESCUE OPERATIONS; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE ACTION TO EXECUTE AMENDMENTS, RENEWALS, AND EXTENSIONS AND TO EXERCISE THE 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:

Section 1. This Board finds it is in the best interest of Miami-Dade County to approve the execution of a General Agreement between the United States Department of the Interior National Park Service, Everglades National Park and Miami-Dade County, through the Miami-Dade Fire Rescue Department, in substantially the form attached hereto and made a part hereof, and authorizes the County Mayor or County Mayor's designee to execute the Agreement for and on behalf of Miami-Dade County, and to execute any amendments, renewals and extensions of same, and to exercise the cancellation provisions contained in the Agreement.

Section 2. This resolution shall become effective upon its adoption in accordance with the law.

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:

Rebeca Sosa, Chairwoman
Lynda Bell, Vice Chair

Bruno A. Barreiro	Esteban L. Bovo, Jr.
Jose "Pepe" Diaz	Audrey M. Edmonson
Sally A. Heyman	Barbara J. Jordan
Jean Monestime	Dennis C. Moss
Sen. Javier D. Souto	Xavier L. Suarez
Juan C. Zapata	

The Chairperson thereupon declared the resolution duly passed and adopted this 1st day of October, 2013. 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

Agreement between

The United States Department of the Interior
National Park Service, Everglades National Park
and
Miami-Dade County

This Agreement is entered into by and between the National Park Service (hereinafter "NPS"), United States Department of the Interior, acting through the Superintendent of Everglades National Park (hereinafter "Park"), and Miami-Dade County through the Miami-Dade Fire Rescue Department.

ARTICLE I – BACKGROUND AND PURPOSE

The purpose of this Agreement is to establish the terms and conditions under which the parties will provide mutual assistance in preventing, detecting, and suppressing structural fires and wildfires and in conducting search and rescue operations on lands and waters within the Park's boundaries and leased buildings, within the County of Miami-Dade, and in the immediate surrounding area.

The NPS is primarily responsible for conducting fire prevention, detection, and suppression of structural and wildland fire, providing emergency medical services (EMS) and for conducting search and rescue operations on federally owned land within the Park and leased lands outside the Park boundaries. Miami-Dade Fire Rescue is primarily responsible for conducting fire prevention, detection, and suppression of structural and wildland fire, providing EMS and for conducting search and rescue operations within the County of Miami-Dade and in the immediate surrounding area as approved by the County of Miami-Dade.

ARTICLE II - AUTHORITY

This Agreement is entered into under the authority of

- *16 U.S.C. § 1: There is created in the Department of the Interior a service to be called the National Park Service*
- *16 U.S.C. § 410r5-8: Establishment of Everglades National Park*
- *42 U.S.C. §1856a (1994): Authority to enter into reciprocal agreement; waiver of claims; reimbursement; ratification of prior agreements*
- *16 U.S.C. §1b(1): Rendering of emergency rescue, fire fighting, and cooperative assistance to nearby law enforcement and fire prevention agencies.*

ARTICLE III – STATEMENT WORK

A. The NPS agrees to:

1. Furnish, when requested by Miami-Dade Fire Rescue, available qualified, NPS employees, fire and EMS equipment, and rescue equipment to assist in EMS, suppression of structural fires and wildfires and in search and rescue operations within Miami-Dade County or in the immediate surrounding area whenever the furnishing of such assistance does not seriously impact maintaining normal operations of the Park. Authorized NPS employees will be deemed to be acting within the scope of their federal employment when responding to calls requested by the fire department per 16 USC 1b(1) which allows the "rendering of emergency rescue, fire fighting, and cooperative assistance to nearby law enforcement and fire prevention agencies and for related purposes outside of the National Park System."

2. Any emergency involving Park property or requests for Park assistance will immediately be made to Everglades Regional Dispatch at 305-242-7740 (primary) or 305-247-7272 (secondary).

3. Provide federal worker's compensation coverage for authorized, on-duty NPS employees who respond to calls from Miami-Dade Fire Rescue.

4. Provide to Miami-Dade Fire Rescue a familiarization tour of the Park's facilities, equipment, and access points. When feasible the parties will conduct joint training exercises. Each party is responsible for the costs incurred during the training by their participants and releases the other party for any damages to equipment that may occur, regardless of cause.

B. The County of Miami-Dade agrees to:

1. Furnish, when requested by the NPS, available qualified EMS or Fire personnel, fire equipment, and rescue equipment to assist in the suppression of structural fires and wildfires and in search and rescue operations on federally owned land within the Park and leased lands outside the Park boundaries.

2. Provide to the NPS a familiarization tour of the Miami-Dade Fire Rescue facilities and equipment. When feasible the parties will conduct joint training exercises. Each party is responsible for the costs incurred during the training by their participants and releases the other party for any damages to equipment that may occur, regardless of cause.

C. The parties further agree as follows:

1. Each party to this Agreement waives all claims against the other party for compensation for any loss, damage, personal injury, or death occurring in consequence of the performance of this Agreement.

2. At least once a year, or more often if necessary each party will provide to the other party a list of responsible persons, with telephone numbers, to be contacted in an emergency.

3. After notifying the other party of a fire's discovery through their appropriate dispatch center, either party may take immediate action to suppress a fire in the other party's area of primary responsibility in order to save life or property.

4. Each party to this Agreement will be held responsible under applicable laws and regulations for all claims against the other party for compensation for any loss, damage, personal injury, or death occurring in consequence of the performance of this Agreement.

5. Neither party to this Agreement will reimburse the other party for all or any part of the cost incurred by such party in providing fire protection pursuant to this Agreement.

6. Nothing in this Agreement will be construed as obligating the NPS to expend in any one fiscal year any sum in excess of the monies appropriated by Congress and allocated by the NPS for the performance of this Agreement.

ARTICLE IV – TERM OF AGREEMENT

This Agreement will be effective for a period of five years from the date of final signature, unless it is terminated earlier by one of the parties pursuant to Article X that follows. An annual evaluation and review of the contract will be conducted by the Superintendent or his designee for the Park and the Fire Chief or his designee for Miami-Dade Fire Rescue.

ARTICLE V – KEY OFFICIALS

A. Key officials are essential to ensure maximum coordination and communications between the parties and the work being performed. They are:

1. **For the NPS:**
   Superintendent
   Everglades National Park
   40001 State Road 9336
   Homestead, FL
   (305) 242-7710

   NPS EVER Designees:
   Justin Kingston
   305-282-5554
   Justin_Kingston@nps.gov

   Robert Gantt
   Park Structural Fire Coordinator
   305-242-7731
   Robert_Gantt@nps.gov

2. **For the County of Miami-Dade, Florida:**
   Carlos A. Gimenez, Mayor
   Miami-Dade County
   111 NW 1st Street
   Miami, FL, 33128
   305-375-5071

B. **Changes in Key Officials** - Neither the NPS nor the County may make any permanent change in a key official without notice to the other party. Any permanent change in key officials will become part of this Agreement.

ARTIVLE VI – FUNDING

Funds **will not be exchanged** under this Agreement. In-kind services will be exchanged as set forth in Article III.

ARTICLE VII – PRIOR APPROVAL

Not applicable.

ARTICLE VIII – REPORTS AND/OR OTHER DELIVERABLES

Upon request and to the full extent permitted by applicable law, the parties will share with each other final reports of incidents involving both parties.

ARTICLE IX – PROPERTY UTILIZATION

Unless otherwise agreed to in writing by the parties, any property furnished by one party to the other will remain the property of the furnishing party. Any property furnished by the NPS to the County of Miami-Dade during the performance of this Agreement will be used and disposed of as set forth in NPS Property Management Regulations.

ARTICLE X – MODIFICATION AND TERMINATION

A. This Agreement may be modified only by a written instrument executed by the parties.

B. Either party may terminate this Agreement by providing the other party with thirty (30) days advance written notice..

ARTICLE XI – STANDARD CLAUSES

A. Civil Rights

During the performance of this Agreement, the participants will not discriminate against any person because of race, color, religion, sex, or national origin. The participants will take affirmative action to ensure that applicants are employed without regard to their race, color, sexual orientation, national origin, disabilities, religion, age, or sex.

B. Promotions

The County of Miami-Dade will not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts, or other publications) which states or implies Governmental, Departmental, Bureau, or government employee endorsement of a product, service, or position which the County of Miami-Dade represents. No release of information relating to this Agreement may state or imply that the Government approves of the County of Miami-Dade work product or considers the County of Miami-Dade work product to be superior to other products or services.

C. Public Information Release

Publications of Results of Studies

No party will unilaterally publish a joint publication or press release without consulting the other party. This restriction does not apply to popular publication of previously published technical matter. Publications pursuant to this Agreement

may be produced independently or in collaboration with others; however, in all cases proper credit will be given to the efforts of those parties contributing to the publication. In the event no agreement is reached concerning the manner of publication or interpretation of results, either party may publish data after due notice and submission of the proposed manuscripts to the other. In such instances, the party publishing the data will give due credit to the cooperation but assume full responsibility for any statements on which there is a difference of opinion.

ARTICLE XII – SIGNATURES

IN WITNESS HEREOF, the parties hereto have executed this Agreement on the date(s) set forth below.

FOR THE NATIONAL PARK SERVICE:

Signature:_____

Name:_____

Title: Superintendent, Everglades National Park

Date:_____

FOR THE COUNTY OF MIAMI-DADE, FLORIDA:

Signature:_____

Name:_____

Title: Mayor, Miami-Dade County

Date:_____

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