

MEMORANDUM

Agenda Item No. 8(E)(2)

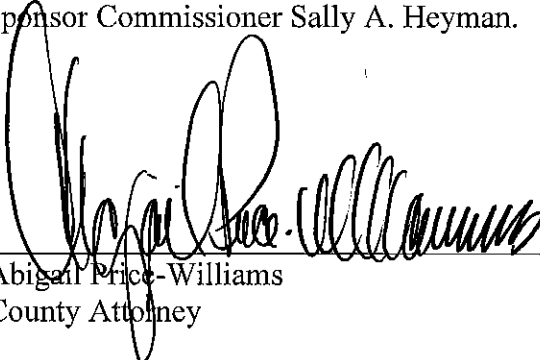
TO: Honorable Chairman Esteban L. Bovo, Jr.
and Members, Board of County Commissioners

DATE: November 7, 2017

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Resolution approving Mutual Aid Agreement between Miami-Dade County, through the Miami-Dade Fire Rescue Department, and Key Largo Fire Rescue and Emergency Medical Services District for mutual emergency aid during catastrophic events; and authorizing the County Mayor to execute the Agreement and to exercise the termination provision contained therein

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



Abigail Price-Williams
County Attorney

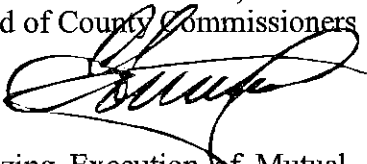
APW/smm

Memorandum



Date: November 7, 2017

To: Honorable Chairman Esteban L. Bovo, Jr.
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor 

Subject: Resolution Authorizing Execution of Mutual Aid Agreement between Miami-Dade County, through the Miami-Dade Fire Rescue Department, and Key Largo Fire Rescue and Emergency Medical Services District

RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) approve the attached resolution authorizing the County Mayor or County Mayor's designee to execute the attached Mutual Aid Agreement (Agreement) between Miami-Dade County, through the Miami-Dade Fire Rescue Department (MDFR), and Key Largo Fire Rescue and Emergency Medical Services District for mutual emergency aid during catastrophic events.

SCOPE

This Agreement will provide mutual aid during a catastrophic event, manmade or natural, that poses a hardship on the ability of the jurisdiction having authority to respond with adequate service due to the magnitude of the event, such as hurricanes, tornadoes, large structural fires and/or mass casualty incidents. Mutual aid shall not include ordinary events for which the responsible jurisdiction has determined it will not have adequate equipment and/or support.

FISCAL IMPACT/FUNDING SOURCE

There is no fiscal impact to the County.

TRACK RECORD/MONITOR

The MDFR Fire Chief, Dave Downey, will monitor this agreement.

DELEGATION OF AUTHORITY

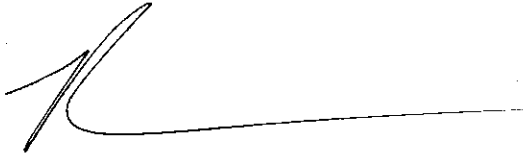
Upon approval by the Board, the County Mayor or County Mayor's designee will have the authority to execute the agreement, and exercise cancellation provisions contained therein.

BACKGROUND

The Key Largo Fire Rescue District requested that an agreement be entered into for their mutual benefit in times of emergency or disaster too great to be dealt with unassisted. MDFR agrees to respond upon notification and provide mutual aid during a catastrophic event, manmade or natural, that poses a hardship on the ability of the jurisdiction having authority to respond with adequate service due to the magnitude of the event, such as hurricanes, tornadoes, large structural fires and/or mass casualty incidents. Mutual aid shall not include ordinary events for which the responsible jurisdiction has determined it will not have adequate equipment and/or support.

Honorable Chairperson Esteban L. Bovo, Jr.
and Members, Board of County Commissioners
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Mutual aid assistance shall be requested by the Fire Chief of Key Largo Fire Rescue and/or his designee to the Fire Chief of the Responding Party or his designee. The request shall be initiated through the Monroe County Fire Rescue Department dispatch office. The Agreement included in this item further outlines the roles of the parties in an event requiring MDFR to respond to an emergency.

A handwritten signature in black ink, consisting of a stylized 'R' followed by a long horizontal line extending to the right.

Russell Benford
Deputy Mayor



MEMORANDUM

(Revised)

TO: Honorable Chairman Esteban L. Bovo, Jr.
and Members, Board of County Commissioners

DATE: November 7, 2017

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 8(E)(2)

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 ____, 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)(2)

11-7-17

RESOLUTION NO. _____

RESOLUTION APPROVING OF MUTUAL AID AGREEMENT BETWEEN MIAMI-DADE COUNTY, THROUGH THE MIAMI-DADE FIRE RESCUE DEPARTMENT, AND KEY LARGO FIRE RESCUE AND EMERGENCY MEDICAL SERVICES DISTRICT FOR MUTUAL EMERGENCY AID DURING CATASTROPHIC EVENTS; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE AGREEMENT AND TO EXERCISE TERMINATION PROVISION CONTAINED THEREIN

WHEREAS, the Key Largo Fire Rescue and Emergency Medical Services District ("District") and Miami-Dade Fire Rescue have established and maintain Fire Departments with firefighting equipment, emergency medical equipment and firefighting personnel; and

WHEREAS, the boundaries of Miami-Dade Fire Rescue and the District are adjacent; and

WHEREAS, the parties deem it desirable that an agreement be entered into for their mutual benefit in times of emergency or disaster too great to be dealt with unassisted; and

WHEREAS, this Board also 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 approves the Mutual Aid Agreement between Miami-Dade County, through the Miami-Dade Fire Rescue Department, and Key Largo Fire Rescue and Emergency Medical Services District for mutual emergency aid during catastrophic disaster events, and authorizes the County Mayor, or County Mayor's designee to execute the Mutual Aid Agreement for and on behalf of Miami Dade County, and to exercise the termination provisions 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:

Esteban L. Bovo, Jr., Chairman	
Audrey M. Edmonson, Vice Chairwoman	
Bruno A. Barreiro	Daniella Levine Cava
Jose "Pepe" Diaz	Sally A. Heyman
Barbara J. Jordan	Joe A. Martinez
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 7th day of November, 2017. 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

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

GKS

Gerald Sanchez

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**MUTUAL AID AGREEMENT
FOR
FIRE PROTECTION AND RESCUE SERVICES
BETWEEN THE MIAMI-DADE COUNTY, THROUGH ITS
MIAMI-DADE COUNTY
FIRE RESCUE DEPARTMENT,
AND
KEY LARGO FIRE RESCUE AND
EMERGENCY MEDICAL SERVICES DISTRICT**

THIS AGREEMENT is by and between MIAMI-DADE COUNTY (the "County" or "COUNTY"), a political subdivision existing under the laws of the State of Florida, through its MIAMI-DADE COUNTY FIRE RESCUE DEPARTMENT (hereinafter referred to as Miami-Dade Fire Rescue), and the KEY LARGO FIRE RESCUE AND EMERGENCY MEDICAL SERVICES DISTRICT (hereinafter referred to as "the District").

WITNESSETH

WHEREAS, the District and Miami-Dade Fire Rescue have established and maintain Fire Departments with firefighting equipment, emergency medical equipment and firefighting personnel; and

WHEREAS, the boundaries of the Miami-Dade Fire Rescue Department and the District are adjacent, and

WHEREAS, the parties deem it desirable that an agreement (the "Agreement") be entered into for their mutual benefit in times of emergency or disaster too great to be dealt with unassisted,

NOW, THEREFORE, it is agreed by and between the parties to this Agreement (the "Parties") hereto that each shall assist the other under the following stipulations, provisions and conditions:

1. DEFINITIONS:

For the purpose of this Agreement, the following definitions shall apply.

A. *Mutual Aid* means assistance that may be rendered during a catastrophic event, manmade or natural, that because of the magnitude of the event, poses a hardship on the ability of the jurisdiction having authority to respond with adequate services, (e.g., hurricanes, tornadoes, large structural fires, mass casualty incidents). Mutual Aid shall not include ordinary events for which the responsible jurisdiction has determined it will not have adequate equipment and/or support.

B. *Requesting Party* means the jurisdiction having the authority and responsibility to

respond to the disaster for which Mutual Aid is being sought.

C. *Responding Party* means the jurisdiction being contacted by the Requesting Party to provide Mutual Aid assistance.

2. MUTUAL AID ASSISTANCE

Mutual Aid assistance shall be requested by the Fire Chief of the Requesting Party or his designee, or the Fire Chief of the Responding Party or his designee.

If available, equipment shall be dispatched as requested by the Requesting Party. The number of such pieces and the amount of personnel dispatched shall be at the sole discretion of the Responding Party.

Notwithstanding any provision of this Agreement to the contrary, the Fire Department of any signatory may decline to provide assistance if, for example, by doing so its own jurisdiction would not be afforded adequate coverage. Each department shall advise the other immediately if such a condition exists.

3. LIABILITY/INDEMNIFICATION

The COUNTY and the District do not assume any liability for the acts, omissions or negligence of the other party.

To the extent permitted by law and as limited by Section 768.28, Florida Statutes, whereby the COUNTY shall not be held liable to pay a personal injury or property damage claim or judgment by any one person, which exceeds the sum of \$200,000, or any claim or judgment paid by the COUNTY arising out of the same incident or occurrence, which exceeds the sum of \$300,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action, which may arise as a result of the COUNTY's negligence, the COUNTY shall indemnify the District, its officers, agents and employees for any and all liability, losses or damages, including attorney's fees and costs of defense, which the District, its officers, agents and employees may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, or relating to, or resulting solely from the negligence of the COUNTY, its officers, agents or employees in the performance of this Agreement.

The District shall indemnify and hold harmless the COUNTY and its officers, employees, agents, and instrumentalities from any and all liability, losses, or damages, including attorneys' fees and costs of defense, which the COUNTY or its officer, employees, agents, or instrumentalities may incur as a result of claims, demands, suits, causes of action or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the District or its employees, agents, servants, partners, principals or subcontractors. The District shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the COUNTY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees that may issue thereon. Provided, however, this indemnification shall only be

to the extent and within the limitations of Section 768.28, Florida Statutes, to the extent said provision is applicable to the District.

Nothing contained in this section shall be construed to be a waiver by the County or the District of any protections under sovereign immunity, Section 768.28, Florida Statutes, or any other similar provision of law. Further, nothing contained herein shall be construed to be a consent by either the COUNTY or the District to be sued by third parties in any matter arising out of this Agreement or any other agreement.

4. REIMBURSEMENT

No party to this Agreement will receive payment or be reimbursed by any other party for any expenses or the like incurred in connection with services provided under this Agreement. Nothing herein prevents any party from receiving reimbursements from FEMA or any other state or federal reimbursement programs.

5. TERM

This Agreement shall be effective on the date of execution hereof and remain in effect until terminated by any party or superseded by a new agreement. This Agreement may be cancelled by any party after providing a minimum of thirty (30) days' written notice of intent to cancel said Agreement.

6. MISCELLANEOUS

(a) **Officer in Charge, Service Standard** - While providing Mutual Aid in the area where the emergency exists, the Responding Party personnel shall be subject to the orders and directions of the officer in charge of the operations for the Requesting Party. The Requesting Party shall utilize National Fire Protection Standard 1500 to ensure that the Incident Command System, the Personnel Accountability System and the 2-in/2-out standards are adhered to.

(b) **Application of Agreement** - This Agreement shall apply only to emergencies existing within the areas of protection of Miami-Dade County and the District.

(c) **Conflict Resolution** - Any disputes between the Parties arising from this Agreement shall be resolved by the Miami-Dade Fire Rescue Fire Chief and the District's authorized representative.

(d) **Totality of Agreement** - This Agreement incorporates and includes all prior negotiations, correspondence, agreements or understandings between the parties, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document.

(e) **Amendment** - No modification, amendment or alteration in the terms or

conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

(f) **Severability** - In the event any provision of this Agreement shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any breach of any provision, term, condition or covenant shall not be construed as a waiver of a subsequent breach by a party.

7. EFFECTIVE DATE

This Agreement shall take effect upon execution by the parties.

IN WITNESS WHEREOF, the County and the District have caused this Agreement to be executed this 26 day of JUNE, 2017.

FOR MIAMI-DADE COUNTY, a political
Subdivision of the State of Florida, by
And through its Board of County
Commissioners:

Dave Downey, Fire Chief
Miami-Dade Fire Rescue Department
9300 N.W. 41 Street
Doral, Florida 33178

Date: _____

FOR THE DISTRICT

Tony Allen, Chairman
Key Largo Fire, Rescue and Emergency
Medical Services District

Date: 6/26/17

Carlos A. Gimenez, Mayor, Miami-Dade
County

ATTEST:

By: _____
Miami-Dade Deputy Clerk

Date: _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

Miami-Dade County Attorney

ATTEST:

By: *Wickie Gray*
_____, District Clerk

Date: 6/26/17