

MEMORANDUM

Agenda Item No. 8(E)(2)


TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: February 21, 2024

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving a Mutual Aid Agreement between Miami-Dade County, through the Miami-Dade Fire Rescue Department, and Homestead Air Reserve Base Fire Department for mutual emergency aid during catastrophic events, for a five-year term; and authorizing the County Mayor to execute the agreement and amendments thereto as well as exercise the modification and termination provisions contained therein, provided that any such amendments are consistent with the purpose provided herein

The accompanying resolution was prepared by the Fire Rescue Department and placed on the agenda at the request of Prime Sponsor Commissioner Juan Carlos Bermudez.



Geri Bonzon-Keenan
County Attorney

GBK/gh


MDC001

Memorandum



Date: February 21, 2024

To: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

From: Daniella Levine Cava
Mayor 

Subject: Resolution Authorizing Execution of Mutual Aid Agreement between Miami-Dade County, through the Miami-Dade Fire Rescue Department, and Homestead Air Reserve Base Fire Department

SUMMARY

This item seeks approval to execute a Mutual Aid Agreement (Agreement) between Miami-Dade County, through the Miami-Dade Fire Rescue Department (MDFR), and Homestead Air Reserve Base Fire Department (HARBFD). The Agreement authorizes MDFR and HARBFD to provide or receive emergency aid during certain catastrophic events. The Agreement authorizes the parties to seek reimbursement for certain expenses and costs incurred while providing fire protection services to the other party. Miami-Dade Fire Rescue will seek to be reimbursed for same from all available sources. The Agreement shall be for a five-year term.

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 Agreement, attached thereto as Exhibit A, between Miami-Dade County, through MDFR, and HARBFD for emergency aid during catastrophic events.

SCOPE

This Agreement, attached to the resolution as Exhibit A, authorizes the provision of emergency aid during catastrophic events, man made or natural events, such as hurricanes, tornadoes, large structural fires and/or mass casualty incidents. The Agreement authorizes MDFR and HARBFD to provide or receive assistance during catastrophic events, when the impacted jurisdiction is unable to adequately address service needs due to the magnitude of such events. The Agreement also authorizes the parties to seek reimbursement from each other or other sources for costs incurred for services provided. 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 or the MDFR Fire Chief's designee 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 the amendment and termination provisions contained therein, provided that any such amendments are consistent with the purpose provided herein.

BACKGROUND

HARBFD requested an agreement with Miami-Dade County that would be operative during certain emergencies or disasters that are too great for the impacted jurisdiction to address without assistance. MDR and HARBFD agree to respond upon notification, if necessary, resources are available, and provide aid during a catastrophic event, manmade or natural, such as hurricanes, tornadoes, large structural fires and/or mass casualty incidents that, due to the magnitude of such event, poses a hardship on the impacted jurisdiction's ability to respond with adequate service. Mutual aid shall not include ordinary events for which the responsible jurisdiction has determined it will not have adequate equipment and/or support.

Mutual aid assistance shall be requested by the MDR Fire Chief or HARBFD Fire Chief or their designee. The Agreement further outlines the roles of the parties.



James Reyes
Chief of Safety Public Safety



MEMORANDUM

(Revised)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: February 21, 2024

FROM: 
Gen. Bonzon-Keenan
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 present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____ 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)
2-21-24

RESOLUTION NO. _____

RESOLUTION APPROVING A MUTUAL AID AGREEMENT BETWEEN MIAMI-DADE COUNTY, THROUGH THE MIAMI-DADE FIRE RESCUE DEPARTMENT, AND HOMESTEAD AIR RESERVE BASE FIRE DEPARTMENT FOR MUTUAL EMERGENCY AID DURING CATASTROPHIC EVENTS, FOR A FIVE-YEAR TERM; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE AGREEMENT AND AMENDMENTS THERETO AS WELL AS EXERCISE THE MODIFICATION AND TERMINATION PROVISIONS CONTAINED THEREIN, PROVIDED THAT ANY SUCH AMENDMENTS ARE CONSISTENT WITH THE PURPOSE PROVIDED HEREIN

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:

Section 1. Approves the foregoing recital, which is incorporated herein by reference.

Section 2. Approves the Mutual Aid Agreement, in substantially the form attached hereto and incorporated herein as Exhibit A, between Miami-Dade County, through the Miami-Dade Fire Rescue Department, and Homestead Air Reserve Base Fire Department for mutual emergency aid during catastrophic events, manmade or natural, such as hurricanes, tornadoes, large structural fires or mass casualty events. The agreement shall be effective for a five-year term. The Agreement authorizes the parties to seek reimbursement for certain expenses and costs incurred while providing fire protection services to the other party. Miami-Dade Fire Rescue will seek to be reimbursed for same from all available sources.

Section 3. Authorizes the County Mayor or County Mayor's designee to execute the Mutual Aid Agreement and amendments thereto, as well as exercise the modification and termination provisions contained therein, provided that any such amendments or modifications are consistent with the purpose provided in section 2.

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:

Oliver G. Gilbert, III, Chairman	
Anthony Rodríguez, Vice Chairman	
Marleine Bastien	Juan Carlos Bermudez
Kevin Marino Cabrera	Sen. René García
Roberto J. Gonzalez	Keon Hardemon
Danielle Cohen Higgins	Eileen Higgins
Kionne L. McGhee	Raquel A. Regalado
Micky Steinberg	

The Chairperson thereupon declared this resolution duly passed and adopted this 21st day of February, 2024. 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

JUAN FERNANDEZ-BARQUIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Shanika A. Graves



**AGREEMENT FOR MUTUAL AID IN FIRE AND EMERGENCY SERVICES
BETWEEN
HOMESTEAD AIR RESERVE BASE FIRE DEPARTMENT
AND
MIAMI-DADE COUNTY**

This Mutual Aid Agreement (the “Agreement”), is made and entered into this ____ day of _____ 2024, between the Secretary of the Air Force (the “Air Force”) acting by and Commander of Homestead Air Reserve Base ("ARB") pursuant to the authority of 42 U.S.C. § 1856a and Miami-Dade County through the Miami-Dade Fire Rescue Department (“MDFR”). Together the Air Force and Miami-Dade County are hereinafter individually referred to as a “Party” and collectively referred to as the “Parties.”

WITNESSETH:

WHEREAS, the Parties hereto maintain equipment and personnel for the suppression of fires and the management of other emergency incidents occurring within the areas under their respective jurisdictions; and

WHEREAS, as set forth in 42 U.S.C § 1856 the term ‘fire protection’ includes personal services and equipment required for fire prevention, the fire protection of life and property from fire, firefighting, and emergency services, including basic medical support, basic and advanced life support, hazardous material containment and confinement, and special rescue incidents involving vehicular and water mishaps, and trench, building and confined space extractions; and

WHEREAS, the Parties hereto desire to augment the fire protection capabilities available in their respective jurisdictions by entering into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, obligations, and agreements herein established, the Parties hereby agree as follows:

- a. The authority to enter into this Agreement is set forth in 42 U.S.C § 1856a, and Title 15 United States Code Section 2210, the regulations implementing same at Title 44 Code of Federal Regulations Part 151 *Emergency Management and Assistance* and DAFI 32-2001, *F&ES Program*.
- b. This Agreement establishes the terms the Parties will comply with in the event either requires mutual aid in fire protection services as defined above.

EXHIBIT A

- c. On request to a representative of the Homestead ARB fire department by a representative of the MDFR, fire protection equipment and personnel of the Homestead ARB fire department will be dispatched to any point within the area for which MDFR normally provides fire protection services as designated by the representatives of the MDFR.
- d. On request to a representative of MDFR by a representative of the Homestead ARB fire department, fire protection equipment and personnel of MDFR will be dispatched to any point within the jurisdiction of the Homestead ARB as designated by the representatives of the Homestead ARB fire department.
- e. Any dispatch of equipment and personnel by the Parties pursuant to this Agreement is subject to the following conditions:
 - 1. Any request for aid hereunder will include a statement of the amount and type of equipment and personnel requested and will specify the location to which the equipment and personnel are to be dispatched, but the amount and type of equipment and the number of personnel to be furnished will be determined by the responding organization. The requesting organization will ensure access to site for the responding organization.
 - 2. The responding organization will report to the officer in charge of the requesting organization at the location to which the equipment is dispatched and will be subject to the orders of that official.
 - 3. The responding organization will be released by the requesting organization when the services of the responding organization are no longer required or when the responding organization is needed within the area for which it normally provides fire protection.
 - 4. Sharing of non-encrypted Radio Frequencies/INTEROPERABILITY capability between agencies specifically during Mutual Aids for accountability of personnel and assets, including sharing of valuable information between Incident Command and firefighters.
 - 5. HAZMAT incident response will include the response to, and control and containment of any release or suspected release of any material suspected to be or known to be hazardous. Where the properties of a released material are not known, it will be considered hazardous until proven otherwise by the requesting organization using all technical resources available. Cleanup and removal of contained HAZMAT will be the responsibility of the requesting organization.
 - 6. In the event of a crash of an aircraft owned or operated by the United States or military aircraft of any foreign nation within the area for which the MDFR normally provides

EXHIBIT A

fire protection services, the chief of the Homestead ARB fire department or his or her representative may assume full command on arrival at the scene of the crash.

7. Regardless of local agencies assigning an incident safety officer, an Air Force representative will be assigned to act as the incident safety officer for Homestead ARB to observe Air Force support and operation at an incident. Local agencies are encouraged to assign a safety officer to observe the agencies' support and operations at an incident on the installation.
- f. Each Party hereby agrees that its intent with respect to the rendering of assistance to the other Party under this Agreement is not to seek reimbursement from the Party requesting such assistance.
 1. Notwithstanding the above, the Parties hereby recognize that pursuant to the Section 11 of the Federal Fire Prevention and Control Act of 1974 (15 U.S.C. § 2210) and Federal regulations issued there under (44 Code of Federal Regulations Part 151), MDFR is permitted to seek reimbursement for all or any part of its direct expenses and losses (defined as additional firefighting costs over normal operational costs) incurred in fighting fires on property under the jurisdiction of the United States. Furthermore, under the authority of 42 U.S.C. § 1856a, and pursuant to any applicable state or local IAW each Party hereby reserves the right to seek reimbursement from the other for all or any part of the costs (defined as additional firefighting costs over normal operational costs) incurred by it in providing fire protection services to the other Party in response to a request for assistance.
 2. Furthermore, subject to the limitations of section 768.28, Florida Statutes, Miami-Dade County agrees to indemnify and hold harmless the United States from any liability that may arise from the use of firefighting foams, chemicals, or other materials by the Air Force in providing fire protection services to MDFR, which the agreement to indemnify and hold harmless includes, but is not limited to, such uses that may result in hazardous substance exposure or pollution of or contamination to air, land, water, person or property or such uses that may result in response actions under CERCLA, RCRA, or any other federal, state, or local laws. Notwithstanding any other provision of this Agreement, termination of this Agreement shall in no way affect Miami-Dade County's obligation under this paragraph to indemnify and hold harmless the United States from any liability that may arise from the use of firefighting foams, chemicals, or other materials by the Air Force in providing fire protection services to the MDFR, which obligation shall survive such termination.

EXHIBIT A

- g. Both Parties agree to implement the National Incident Management System during all emergency responses on and off Installations IAW *National Fire Protection Association Standard 1561*.
- h. Each Party waives all claims against the other Party for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement. This provision does not waive any right of reimbursement pursuant to paragraph f.
- i. All equipment used by MDRF in carrying out this Agreement will, at the time of action hereunder, be owned by it; and all personnel acting for MDRF under this Agreement will, at the time of such action, be an employee or volunteer member of MDRF.
- j. The rendering of assistance under the terms of this Agreement will not be mandatory; however, the Party receiving a request for assistance will endeavor to immediately inform the requesting Party if the requested assistance cannot be provided and, if assistance can be provided, the quantity of such resources as may be dispatched in response to such request.
- k. Neither Party will hold the other Party liable for at fault for failing to respond to any request for assistance or for failing to respond to such a request in a timely manner or with less than optimum equipment and/or personnel, it being the understanding of the Parties that each is primarily and ultimately responsible for the provision of fire protection services needed within their own jurisdictions.
- l. Disputes Parties to Negotiate. If a dispute should arise, the Parties agree to first attempt to resolve the dispute using unassisted negotiation techniques (i.e., without the assistance of a neutral third party). Either Party may request in writing that unassisted negotiations commence. As part of the unassisted negotiation, the Parties shall consider employing joint fact-finding, if material factual disputes are involved, and shall use other early resolution techniques appropriate to the circumstances. If the dispute involves material issues of fact, the Parties may employ a neutral third party to provide a confidential evaluation of the issues of fact.
- m. All notices, requests, demands, and other communications which may or are required to be delivered hereunder will be in writing and will be delivered by messenger, by a nationally recognized overnight mail delivery service or by certified mail, return receipt requested, at the following addresses:

Homestead Air Reserve Base
Colonel Joshua G. Padgett
482d Fighter Wing Commander
29050 Coral Sea Blvd
Homestead ARB, FL 33039

And

Department of the Air Force
Air Force Civil Engineer Center/CXF
139 Barnes Dr., Suite 1
Tyndall AFB, FL 32403-5319

And:

Homestead Air Reserve Base
Ariel Ginjauma, Fire Chief
12449 Ploesti Rd
Homestead ARB, FL 33039

And

Miami-Dade County
Miami-Dade Fire Rescue
Raied “Ray” Jadallah, Fire Chief
9300 NW 41st St
Miami, FL 33178

TERMS OF THE AGREEMENT

- n. This Agreement will become effective on the date of the last signature to the Agreement and will remain in effect for five years from that date (the “Term”). The Parties to this Agreement shall conduct an annual review for currency to respective regulatory and policy guidance and shall acknowledge review by cover letter signature from both Parties’ senior fire officers.

Either Party may unilaterally terminate this Agreement during the Term by sending notification of its intent to terminate to the other Party at 180 days or other agreed upon time in advance of the proposed date of termination. Such notification will be in the form of a written submission to the other Party that complies with section (m) of this agreement.

- o. Upon becoming effective, this Agreement will supersede and cancel all previous agreements between the Parties concerning the rendering of assistance from one to the other for the purposes stated in this Agreement.
- p. The modification or amendment of this Agreement, or any of the provisions of this Agreement, will not become effective unless executed in one or more counterparts, each of which will be deemed an original.
- q. This Agreement may be executed in one or more counterparts, each of which will be deemed in an original.

EXHIBIT A

IN WITNESS WHEREOF, The Parties have caused this Agreement to be executed by their duly authorized representatives on the dates shown below:

THE UNITED STATES OF AMERICA

MIAMI-DADE COUNTY

by the Secretary of the Air Force

JOSHUA G. PADGETT, Colonel, USAF
COMMANDER, Homestead ARB

Daniella Levine Cava
Mayor or Mayor's Designee

Date: _____

Date: _____