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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Memorandum

MIAMI-DADE COUNTY

Date: October 6, 2009

To: Honorable Chairman Dennis C. Moss and Members, Board of County Commissioners

From: George M. Burgess
County Manager

Agenda Item No. 9(A)(4)

Resolution No. R-1193-09

Subject: Resolution Authorizing an Interlocal Agreement between Miami-Dade County and the City of North Miami Beach

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Recommendation
It is recommended that the Board of County Commissioners (Board) approve the attached resolution authorizing the Miami-Dade County to enter into an interlocal agreement with the City of North Miami Beach to provide additional rescue service to the city.

Scope
This item will impact the Miami-Dade Fire Rescue Department (MDFR) and the residents of the City of North Miami Beach.

Fiscal Impact/Funding Source
The City of North Miami Beach will reimburse the County for the incremental biweekly costs associated with this rescue unit.

Track Record/Monitor
The Miami-Dade Fire Rescue Department will provide oversight of this agreement.

Background
Section 18-31 of the Miami-Dade County Code states, "Any municipality may contract with the District for the delivery of additional fire and rescue services. Any services provided by the District in accordance with any such contract shall be in addition to the fire and rescue services provided under Section 18-26."

Consistent with Section 18-31 of the Miami-Dade County Code, the City of North Miami Beach has formally requested for Miami-Dade Fire Rescue to provide additional rescue service to the Eastern Shores portion of the city currently being served by American Medical Response. To accommodate this request, the County and Metro-Dade Fire Fighters IAFF Local 1403 have agreed to amend the current collective bargaining agreement through a signed Memorandum of Agreement that was approved on February 24,2009 by the IAFFF Local 1403 Executive Board to facilitate service to the aforementioned area.

The City of North Miami Beach will, after approval by the City Council, execute the attached interlocal agreement agreeing to reimburse MDFR for the cost to upgrade standard personnel staffing on a Rescue Squad from one Paramedic Firefighter and one EMT Firefighter to one Paramedic Firefighter and one Paramedic Officer. The current cost for this upgraded service is $137,180, and the proposed agreement is for one year with five one year options to renew upon mutual consent. Renewal options will include any contractually obligated cost of living adjustments. The City of North Miami Beach will make the current facility utilized by the Eastern Shores AMR unit available to the County at no cost. The County will be responsible for routine maintenance and utilities.

Assistant County Manager

MEMORANDUM
(Revised)

TO: Honorable Chairman Dennis C. Moss and Members, Board of County Commissioners

DATE: October 6, 2009

FROM: R. A. Cuevas, Jr. County Attorney

SUBJECT: Agenda Item No. 9(A)(4)

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. 9(A)(4)

10-6-09

RESOLUTION NO. R-1193-09

RESOLUTION AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE CITY OF NORTH MIAMI BEACH TO PROVIDE ADDITIONAL FIRE RESCUE SERVICE TO THE EASTERN SHORES REGION OF THE CITY OF NORTH MIAMI BEACH, IN ACCORDANCE WITH THE PROVISIONS IN SECTION 18-31 OF THE MIAMI-DADE COUNTY CODE

WHEREAS, the City of North Miami Beach wishes for Miami-Dade Fire Rescue to provide services to the Eastern Shores area currently being served by American Medical Response; and

WHEREAS, the City of North Miami Beach is willing to reimburse the Miami-Dade County Fire Rescue Department for the additional personnel expense to upgrade a Rescue Squad from one Firefighter Paramedic and one Firefighter Emergency Medical Technician (EMT), to one Firefighter Paramedic and one Paramedic Officer; and

WHEREAS, the City of North Miami Beach has, after approval by the City Council, executed the attached interlocal agreement; and

WHEREAS, the Miami-Dade County Board of County Commissioners 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 Interlocal Agreement between Miami-Dade County and the City of North Miami Beach to provide additional fire rescue services to the Eastern Shores region of the City of

North Miami Beach; and authorizes the County Mayor or his designee to execute the agreements and to exercise the provisions contained therein.

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

Dennis C. Moss, Chairman aye
Jose "Pepe" Diaz, Vice-Chairman aye

Bruno A. Barreiro	absent	Audrey M. Edmonson	aye
Carlos A. Gimenez	aye	Sally A. Heyman	aye
Barbara J. Jordan	aye	Joe A. Martinez	absent
Dorrin D. Rolle	aye	Natacha Seijas	aye
Katy Sorenson	aye	Rebeca Sosa	aye
Sen. Javier D. Souto	aye		

The Chairperson thereupon declared the resolution duly passed and adopted this 8th day of October, 2009. 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: **DIANE COLLINS**
Deputy Clerk

Approved by County Attorney as to form and legal sufficiency. D.F.

Daniel Frastai

CITY OF NORTH MIAMI BEACH INTERLOCAL AGREEMENT
FOR PROVISION OF SERVICE TO THE EASTERN SHORES REGION

This **AGREEMENT**, made and entered into this ___ day of _____, 2009, by and between the ***CITY OF NORTH MIAMI BEACH, ("the City")*** a municipal corporation of the STATE OF FLORIDA, and ***MIAMI-DADE COUNTY ("the County")***, a political subdivision of the STATE OF FLORIDA,

WITNESSETH

WHEREAS, the City approached the County to provide rescue services to the Eastern Shores region of North Miami Beach, based in the facility located in the Intracoastal Mall, currently covered by American Medical Response; and

WHEREAS, the agreed upon unit is beyond the scope of normal services provided by the current Miami-Dade Fire and Rescue Service District for this area; and

WHEREAS, the County and Metro-Dade Fire Fighters IAFF Local 1403, have amended the current collective bargaining agreement through a signed Memorandum of Agreement that was approved by the IAFF Local 1403 Executive Board to facilitate service to the aforementioned area; and

NOW, THEREFORE, in consideration of the promises and covenants contained herein, the parties agree: the County will upgrade standard staffing levels for a Rescue Squad from one Paramedic Firefighter and one EMT Firefighter to one Paramedic Firefighter and one Paramedic Officer to serve the Eastern Shores region of North Miami Beach. The City will reimburse the County for the incremental cost difference between an EMT Firefighter and a Paramedic Officer associated with this service upgrade. The current cost for this upgraded service is $137,180.00 per year, but any future personnel adjustments will remain subject to this agreement.

1 **PAYMENT:** The City shall reimburse the County for the bi-weekly incremental cost of providing the Paramedic Officer on a monthly basis. The County will provide 12 invoices to the City for $11,431.66 beginning October 2009 through September 2010. The City shall pay the invoices within 45 days.

2 **TERM OF AGREEMENT:** This agreement shall be valid for one year and upon consent of both parties renewed annually.

3 **OBLIGATIONS OF COUNTY:** Miami-Dade Fire Rescue Service shall provide rescue and paramedic services based at the Fire Rescue facility (the Facility) located at the Western side of the Intracoastal Mall at 16435 Northeast 35th Avenue, in the City of North Miami Beach, Florida 33160. The facility shall be staffed seven days a week, 24 hours a day, by both a Paramedic Firefighter and a Paramedic Officer and maintain the appropriate rescue vehicle(s) on site. Routine maintenance of the facility and necessary utilities services for the operation of the facility shall be the obligation of the County.

4 **COMPLIANCE WITH LAWS:** The parties shall comply with applicable federal, state, and local laws, codes, ordinances, rules and regulations in performing their respective duties, responsibilities, and obligations pursuant to this Agreement.The parties shall not unlawfully discriminate in the performance of their respective duties under this Agreement.

5 **APPLICABLE LAW:** This Agreement shall be governed by the laws of the State of Florida. Venue in any proceedings shall be in Miami-Dade, Florida.

6 **ENTIRE AGREEMENT, AMENDMENTS:** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject

matter of this agreement that are not contained in the documents. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms contained herein shall be effective unless set forth in writing in accordance with this section. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the parties.

7 **JOINT PREPARATION:** The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties from the other.

8 **SEVERANCE:** In the event a portion of this Agreement is found to be invalid by a court of competent jurisdiction, the remaining provisions shall continue to be effective unless the City or County elect to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

9 **INDEMNIFICATION**

9.1 **INDEMNIFICATION BY CITY:** Subject to the limitations of section 768.28, Florida Statutes, the City shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense and appeal, resulting from

the negligent performance of this Agreement by City or its employees and agents. This provision shall survive the expiration or termination of this agreement.

9.2 **INDEMNIFICATION BY COUNTY:** Subject to the limitations of section 768.28, Florida Statutes, the County shall indemnify and hold harmless the City and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense and appeal, resulting from the negligent performance of this Agreement by County or its employees and agents. This provision shall survive the expiration or termination of this agreement.

10 **BREACH OF AGREEMENT: COUNTY REMEDIES:** A breach by the City shall have occurred under this Agreement if the City does not reimburse the County within 45 days of the invoice date.

10.1 **County Remedies:** If the City breaches this Agreement, the County may pursue any or all of the following remedies:1) The County may terminate this Agreement by giving written notice to the City of such termination and specifying the effective date thereof at least five (5) days before the effective date of termination. In the event of termination, the City shall reimburse the County for all County funds allocated to the City and expended by the County in the performance of this agreement; 2) The County may seek enforcement of this Agreement including but not limited to filing an action with a court of appropriate jurisdiction, and any other remedy available at law or equity.

11 **BREACH OF AGREEMENT: CITY REMEDIES:** A breach by the County shall have occurred under this Agreement if the County does not staff the facility seven days a week, 24 hours a day, with both a Paramedic Firefighter and a Paramedic Officer and maintain the appropriate rescue vehicle(s) on site.

11.1 **City Remedies:** If the County breaches this Agreement, The City may pursue any or all of the following remedies: (1) The City may seek enforcement of this Agreement, including but not limited to, filing an action with a court of appropriate jurisdiction, and any other remedy available at law or equity.

12 **TERMINATION BY EITHER PARTY:** Both parties agree that this Agreement may be terminated for cause by either party hereto by written notice to the other party of such intent to terminate at least five (5) days prior to the effective date of such termination.

13 **NOTICES:** Any and all notices required to be given under this agreement shall be sent by first class mail and electronically, addressed as follows

To the County:

Attention: Herminio Lorenzo
Herminio.Lorenzo@miamidade.gov
Director, Miami-Dade Fire Rescue Department
Miami-Dade County
9300 NW 41st Street
Doral, FL 33178
786-331-5122

To the City:

Attention: Kelvin L. Baker
Kelvin.Baker@citynmb.com
City Manager, City of North Miami Beach
North Miami Beach City Hall, 4th Floor
17011 NE 19th Avenue
North Miami Beach, FL 33162-3100
305-948-2900

IN WITNESS WHEREOF, the parties hereto set their hands and official seals the day and year first above written.

ATTEST:
HARVEY RUVIN
CLERK OF THE BOARD

By:_____
Deputy Clerk

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

By:_____
County Mayor or Designee

Approved by County Attorney
as to form and legal sufficiency _____
County Attorney

CITY OF NORTH MIAMI BEACH,
a municipal corporation of the
State of Florida

By:_____
City Manager

ATTEST:
City Clerk:

By:_____

(Affix City Seal)

Approved by City Attorney
as to form and legal sufficiency _____
City Attorney

RESOLUTION NO. R2009-56

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY TO PROVIDE FIRE RESCUE SERVICE AT THE EASTERN SHORES RESCUE FACILITY.

WHEREAS, the City of North Miami Beach (NMB) wishes to maintain fire rescue service for the Eastern Shores area at the facility located at 16435 Northeast 35th Avenue, North Miami Beach, Florida 33160; and

WHEREAS, Miami-Dade County Fire Rescue is willing to provide services if reimbursed for additional personnel upgrade expenses to the Eastern Shores area at this location currently being served by American Medical Response; and

WHEREAS, the City of NMB has determined that the best and most cost-effective way to achieve this is for Miami-Dade County Fire Rescue to provide service at this location as provided in the Interlocal Agreement attached hereto as *Exhibit A*.

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of North Miami Beach

Section 1. The foregoing recitals are true and correct.

Section 2. The Mayor and Council of the City of North Miami Beach approves the Interlocal Agreement between The City of North Miami Beach and Miami-Dade County; and authorizes the City Manager to execute the agreement and to exercise the provisions contained therein, a copy of which is attached hereto and incorporated herein by reference.

APPROVED AND ADOPTED by the City of North Miami Beach City Council at the regular meeting assembled this **22nd day of September, 2009**.

ATTEST:

SUSAN A. OWENS
CITY CLERK

MYRON ROSNER
MAYOR

(CITY SEAL)

APPROVED AS TO FORM:

DARCEE S. SIEGEL
CITY ATTORNEY

SPONSORED BY: Mayor and City Council

RESOLUTION R2009-56

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)
CITY OF NORTH MIAMI BEACH)

OFFICE OF THE CITY CLERK

RECORDS CERTIFICATION
CITY OF NORTH MIAMI BEACH
CERTIFICATE OF AUTHENTICITY

I, Susan A. Owens, the duly appointed City Clerk of the City of North Miami Beach, and keeper of the records of the City of North Miami Beach, do hereby certify:

That the hereto attached and foregoing is a fully, true, complete and correct copy of **Resolution No. R2009-56 and a signed copy of the Interlocal Agreement for Provision of Service to the Eastern Shores Region**, consisting of **eight (8)** pages, as passed and adopted by the City Council of the City of North Miami Beach, Florida at their regular meeting held on the 22nd day of September, 2009, which is now on file in the office of the City Clerk in the City of North Miami Beach, and, which said Resolution is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of North Miami Beach, Florida this 24th day of September, A.D., 2009.

(SEAL)

Susan A. Owens
SUSAN A. OWENS, CMC, CITY CLERK
CITY OF NORTH MIAMI BEACH