

## MEMORANDUM

Agenda Item No. 8(E)(1)

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**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

Resolution No. R-798-13

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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.



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R. A. Cuevas, Jr.  
County Attorney

RAC/smm

# Memorandum



**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.

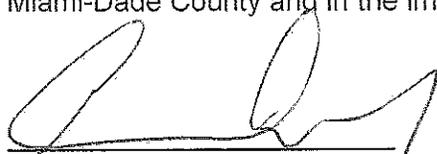
## TRACK RECORD/MONITOR

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. R-798-13

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 **Esteban L. Bovo, Jr.**, who moved its adoption. The motion was seconded by Commissioner **Rebeca Sosa** and upon being put to a vote, the vote was as follows:

	Rebeca Sosa, Chairwoman	<b>aye</b>
	Lynda Bell, Vice Chair	<b>absent</b>
Bruno A. Barreiro	<b>absent</b>	Esteban L. Bovo, Jr. <b>aye</b>
Jose "Pepe" Diaz	<b>aye</b>	Audrey M. Edmonson <b>aye</b>
Sally A. Heyman	<b>absent</b>	Barbara J. Jordan <b>aye</b>
Jean Monestime	<b>aye</b>	Dennis C. Moss <b>absent</b>
Sen. Javier D. Souto	<b>aye</b>	Xavier L. Suarez <b>aye</b>
Juan C. Zapata	<b>absent</b>	

The Chairperson thereupon declared the resolution duly passed and adopted this 1<sup>st</sup> 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: **Christopher Agrippa**  
Deputy Clerk



Approved by County Attorney as to form and legal sufficiency.

Daniel Frastai

**GENERAL AGREEMENT**  
**FIREFIGHTING/SEARCH AND RESCUE/EMS ASSISTANCE**  
Agreement Number EVER-2013-001  
Page 1 of 6

**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.*

**GENERAL AGREEMENT**  
**FIREFIGHTING/SEARCH AND RESCUE/EMS ASSISTANCE**  
**Agreement Number EVER-2013-001**  
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**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.

**GENERAL AGREEMENT  
FIREFIGHTING/SEARCH AND RESCUE/EMS ASSISTANCE  
Agreement Number EVER-2013-001  
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**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.

**GENERAL AGREEMENT  
FIREFIGHTING/SEARCH AND RESCUE/EMS ASSISTANCE  
Agreement Number EVER-2013-001  
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**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 1<sup>st</sup> 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.

**ARTICLE 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.

**GENERAL AGREEMENT**  
**FIREFIGHTING/SEARCH AND RESCUE/EMS ASSISTANCE**  
**Agreement Number EVER-2013-001**  
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**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

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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: \_\_\_\_\_