

MEMORANDUM

Agenda Item No. 8(E)(1)

TO: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

DATE: July 7, 2022

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving the terms of and authorizing the County Mayor to execute a Memorandum of Agreement between the United States Coast Guard and Miami-Dade County through the Miami-Dade Fire Rescue Department for the provision of fire protection and emergency medical services at certain United States Coast Guard locations in Miami-Dade County, for a five-year term with two options to renew, each for an additional five-year term, at no cost to the County; and authorizing the County Mayor to modify the agreement and exercise the renewal and termination provisions contained therein, provided that such modifications do not alter the purpose of the agreement

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


Geri Bonzon-Keenan
County Attorney

GBK/ks

Memorandum



Date: July 7, 2022

To: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

From: Daniella Levine Cava *Daniella Levine Cava*
Mayor

Subject: Resolution approving the Execution of a Memorandum of Agreement between the United States Coast Guard and Miami-Dade County, through the Miami-Dade Fire Rescue Department

RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) approve the attached resolution approving a Memorandum of Agreement (MOA), attached to the Resolution as Attachment A, between the United States Coast Guard and Miami-Dade County, through the Miami-Dade Fire Rescue Department (MDFR) for the provision of fire and emergency medical services to the following Coast Guard locations:

- a) Coast Guard Base Miami Beach, and Detached Maintenance Facility, 100 MacArthur Causeway, Miami Beach, Florida, 33139;
- b) Detached Richmond Heights facility, located at 15608 SW 117th Avenue, Miami, Florida, 33177, including Coast Guard Civil Engineering Unit Miami and Coast Guard Remote Communications Facility Miami; and
- c) Coast Guard Card Sound DGPS Site, 1 Old Card Sound Road, Florida City, Florida 33034.

The MOA shall be for a five-year term with two options to renew, each for an additional five-year term at no cost to the County. In addition, the County Mayor or County Mayor's designee is authorized to modify the MOA and exercise the renewal and termination provisions contained therein, provided that such modifications do not alter the purpose of the MOA.

SCOPE

The impact of this item is countywide in nature.

FISCAL IMPACT/FUNDING SOURCE

This MOA shall not have any fiscal impact on the County. In the event that costs are incurred, the County shall be reimbursed by the United States Coast Guard. Said costs shall be governed by 12 U.S.C § 2210 and the implementing regulations set forth in 44 C.F.R. Part 151.

TRACK RECORD/MONITOR

Melanie Adams, Division Chief of MDFR, Fire Prevention Division, will monitor this MOA.

DELEGATED AUTHORITY

The County Mayor or County Mayor's designee is authorized to execute the MOA between the United States Coast Guard and Miami-Dade County, through the Miami-Dade Fire Rescue Department. The County Mayor or County Mayor's designee is also authorized to modify the MOA, and to exercise the renewal, and termination provisions contained therein, provided that such modifications do not alter the purpose of the MOA.

BACKGROUND

MDFR shall provide emergency medical services and fire protection to the above-referenced United States Coast Guard locations. Pursuant to the MOA MDFR agrees to respond, upon notification, subject to the availability resources, and provide the following services and support 24 hours a day, seven days a week: fire suppression and fire equipment, fire investigation, ambulance and emergency medical services, and rescue of persons who may have become trapped in United States Coast Guard facilities located in Miami-Dade County.



Alfredo Ramirez, III
Interim Public Safety Officer



MEMORANDUM

(Revised)

TO: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

DATE: July 7, 2022

FROM: 
Gen Bonzon-Keenan
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
- ☐ 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)(1)
7-7-22

RESOLUTION NO. _____

RESOLUTION APPROVING THE TERMS OF AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE A MEMORANDUM OF AGREEMENT BETWEEN THE UNITED STATES COAST GUARD AND MIAMI-DADE COUNTY, THROUGH THE MIAMI-DADE FIRE RESCUE DEPARTMENT, FOR THE PROVISION OF FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES AT CERTAIN UNITED STATES COAST GUARD LOCATIONS IN MIAMI-DADE COUNTY, FOR A FIVE-YEAR TERM WITH TWO OPTIONS TO RENEW, EACH FOR AN ADDITIONAL FIVE-YEAR TERM, AT NO COST TO THE COUNTY; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO MODIFY THE AGREEMENT AND EXERCISE THE RENEWAL AND TERMINATION PROVISIONS CONTAINED THEREIN, PROVIDED THAT SUCH MODIFICATIONS DO NOT ALTER THE PURPOSE OF THE AGREEMENT

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 terms of and authorizes the execution of the Memorandum of Agreement, ("MOA"), in substantially the form attached hereto as Attachment A and made a part hereof, between United States Coast Guard and Miami-Dade County, through the Miami-Dade Fire Rescue Department, for the provision of fire protection and emergency medical services at the following United States Coast Guard locations: (1) Coast Guard Base Miami Beach, Detached Maintenance Facility, 100 MacArthur Causeway, Miami Beach, Florida, 33139; (2) Detached Richmond Heights facility, located at 15608 SW 117th Avenue, Miami, Florida, 33177, including

Coast Guard Civil Engineering Unit Miami and Coast Guard Remote Communications Facility Miami; and (3) Coast Guard Card Sound DGPS Site, 1 Old Card Sound Road, Florida City, Florida 33034. The MOA shall be for a five-year term with two options to renew, each for an additional five-year term, at no cost to the County.

Section 2. Authorizes the County Mayor or County Mayor's designee to modify the MOA and exercise the renewal and termination provisions contained therein, provided that such modifications do not alter the purpose of the MOA.

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:

Jose "Pepe" Diaz, Chairman	
Oliver G. Gilbert, III, Vice-Chairman	
Sen. René García	Keon Hardemon
Sally A. Heyman	Danielle Cohen Higgins
Eileen Higgins	Joe A. Martinez
Kionne L. McGhee	Jean Monestime
Raquel A. Regalado	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared this resolution duly passed and adopted this 7th day of July, 2022. 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.

A handwritten signature in black ink, appearing to be 'SG' followed by a horizontal line.

Shanika A. Graves

ATTACHMENT A

**MEMORANDUM OF AGREEMENT
BETWEEN
UNITED STATES COAST GUARD
AND
MIAMI-DADE COUNTY, REGARDING FIRE PROTECTION AND
EMERGENCY MEDICAL SERVICES FOR THE UNITED STATES COAST
GUARD BASE MIAMI BEACH, DETACHED RICHMOND HEIGHTS**

1. **PARTIES.** The parties to this Memorandum of Agreement ("MOA") are the United States Coast Guard and Miami-Dade County through the Miami-Dade Fire Rescue Department (MDFR).
2. **AUTHORITY.** This MOA is primarily authorized under Title 14, United States Code, Section 141, 14 U.S.C. § 141. Secondary authorization is available pursuant to the Safety and Environmental Health Manual, COMDTINST M5100.47, Section 9(F)(3)(d).
3. **PURPOSE.** The purpose of this MOA is MDFR to provide fire protection and emergency medical services to United States Coast Guard at the following locations:
 - a. Coast Guard Base Miami Beach, and Detached Maintenance Facility, 100 MacArthur Causeway, Miami Beach, Florida, 33139.
 - b. 15608 SW 117th Avenue, Miami, Florida, 33177, to include Coast Guard Civil Engineering Unit Miami and Coast Guard Remote Communications Facility Miami.
 - c. Coast Guard Card Sound DGPS Site, 1 Old Card Sound Road, Florida City, FL 33034.
4. **RESPONSIBILITIES.**
 - a. On request made to MDFR via 911 by a representative of the Coast Guard, and to the extent that resources are available, firefighting and/or emergency medical services equipment and personnel shall be dispatched to Coast Guard Base Miami Beach, Detached Richmond Heights, as determined and directed by MDFR. The determination of available resources under this paragraph shall be at MDFR's sole discretion.
 - b. Any dispatch of equipment and personnel pursuant to this MOA is subject to the following conditions:
 - i. All requests for fire, rescue, or emergency medical services shall be made by telephone, unless that number is inoperative or unavailable for any reason.

ATTACHMENT A

- ii. Any request for aid under this MOA will include a description by the Coast Guard representative of the type or nature of the fire or emergency to which response is requested, and will specify the location to which the equipment and personnel are to be dispatched. The amount and type of equipment and number of personnel to be furnished will be determined by MDRF.
- c. If able, the Coast Guard may provide an escort to meet MDRF equipment and personnel at the main gate and guide MDRF personnel to the location where emergency services are to be rendered. If after 1700 on weekdays and weekends MDRF access is available via a knox box. If possible, the first arriving fire officer will be briefed remotely via phone by the Base Miami Beach Officer of the Day (OOD). This briefing will include the location and status of the emergency, Coast Guard ability to assist, and any special circumstances that could impact firefighting operations or endanger the lives of the firefighters. All actions of the MDRF, fire and rescue equipment, and fire personnel responding to the emergency shall be at the sole direction of the MDRF.

5. OTHER PROVISIONS.

- a. Reimbursement to MDRF for cost of firefighting on the Coast Guard Base Miami Beach, Detached Richmond Heights, is governed by Section 2210 of Title 15, United States Code, 15 U.S.C. § 2210, and the implementing regulations set forth at Part 151, Title 44, Code of Federal Regulations, 44 C.F.R. Part 151. Any such claim for reimbursement for firefighting expenses may also include costs associated with emergency medical services to the extent normally rendered by a fire service in connection with a fire.
- b. As an aid to implementing this MOA, members of MDRF, with prior arrangement with the Coast Guard Base Miami Beach Commanding Officer or his designated representative, are invited to tour the facility for the purpose of preparing a pre-fire/pre-emergency plan. This plan may be reviewed biennially or whenever deemed necessary by the parties to this MOA.
- c. Nothing in this MOA is intended to conflict with current law, regulation or directives of the United States Coast Guard or MDRF. If a term of this MOA is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.

ATTACHMENT A

6. POINTS OF CONTACT.

FOR THE U.S. COAST GUARD:	FOR MIAMI-DADE FIRE RESCUE:
CWO Garrett Pearsall, USCG Facilities Engineer, USCG Base Miami Beach (BMB) 100 MacArthur Causeway Miami Beach, FL 33139-5199 Phone: (305) 535-4547 Garrett.W.Pearsall@uscg.mil	Alan R. Cominsky Fire Chief Miami-Dade County Fire Rescue 9300 NW 41 Street Doral, FL 33178 Phone: (786) 331-5112 Alan.cominsky@miamidade.gov

7. **EFFECTIVE DATE AND TERMINATION.** This MOA shall become effective upon the date subscribed by the last signatory and shall remain in effect until cancelled upon 30 days written notice by either party involved. The MOA may be extended by mutual written agreement of the parties.

8. **TERM & RENEWAL(S).** This MOA will be in effect for a 5-year term with two options to renew, each for an additional 5-year term. Following the two renewals no further MOAs will be executed unless authorized by the Miami-Dade Board of County Commissioners.

9. **MODIFICATION.** This agreement shall be reviewed annually. This MOA may only be modified in writing and upon the mutual written consent by the original signatories or their successors.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their undersigned officials as duly authorized.

FOR MIAMI-DADE COUNTY

SIGNED
BY: _____

PRINT
NAME: Daniella Levine Cava

TITLE: Mayor

DATE: _____

FOR THE U.S. COAST GUARD

SIGNED
BY: _____

PRINT
NAME: _____

TITLE: Coast Guard Base Miami Beach
Commanding Officer

DATE: _____