

# MEMORANDUM

Agenda Item No. 8(E)(1)

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**TO:** Honorable Chairman Anthony Rodriguez  
and Members, Board of County Commissioners

**DATE:** January 21, 2026

**FROM:** Geri Bonzon-Keenan  
County Attorney

**SUBJECT:** Resolution authorizing the County Mayor to execute Memorandum of Agreement between the Florida Division of Emergency Management (FDEM) and Miami-Dade County, through the Miami-Dade Fire Rescue Department (MDFR), to, at no cost to the County, accept, receive, and allow the transfer of ownership, possession, and use of equipment to aid in disaster response efforts

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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 Roberto J. Gonzalez.



Gerri Bonzon-Keenan  
County Attorney

GBK/ks

MDC001

# Memorandum



**Date:** January 21, 2026

**To:** Honorable Chairman Anthony Rodriguez  
and Members, Board of County Commissioners

**From:** Daniella Levine Cava *Daniella Levine Cava*  
Mayor

**Subject:** Resolution Authorizing the County Mayor or County Mayor's Designee to Execute Memorandum of Agreement Between the Florida Department of Emergency Management and Miami-Dade County, through the Miami-Dade Fire Rescue Department, to Accept, Receive, and allow the Transfer of Ownership, Possession, and Use of equipment

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## **Summary**

This item is for the approval of a Memorandum of Agreement (MOA) between the Florida Division of Emergency Management (FDEM) and Miami-Dade County, through the Miami-Dade Fire Rescue Department (MDFR), to at no cost, accept, receive, and allow the transfer of ownership, possession, and use of certain equipment, including (2) Inflatable Rescue Boats, (2) motors, and accessories from the FDEM. This MOA provides for the transfer of assets from the State of Florida to MDFR to provide aid in a disaster response.

Upon the execution of the MOA by the County Mayor or County Mayor's designee, MDFR will be responsible for the maintenance, repair, and any other costs associated with the equipment received from FDEM. FDEM will transfer possession of equipment and items to MDFR at no cost and the transfer shall be finalized upon the effective date of the last signature to the MOA.

## **Recommendation**

It is recommended that the Board of County Commissioners (Board) approve the attached MOA authorizing the County Mayor or County Mayor's designee to at no cost, accept, receive and allow the transfer of ownership, possession, and use of equipment and assets from FDEM to MDFR to assist with disaster response efforts. The Board further authorizes the County Mayor or County Mayor's designee to execute the attached MOA which permits MDFR to assume responsibility for the maintenance, repair, and any other costs associated with equipment received from FDEM.

## **Scope**

This resolution has a nationwide impact as the equipment received from FDEM may be deployed by MDFR in other jurisdictions as necessary.

## **Delegation of Authority**

The County Mayor or County Mayor's designee is authorized to at no cost, accept, receive and allow the transfer of ownership, possession, and use of equipment from FDEM to MDFR for disaster response efforts. The County Mayor or County Mayor's designee is also authorized to

Honorable Chairman Anthony Rodriguez  
and Members, Board of County Commissioners

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execute amendments to said Agreement provided that such amendments do not alter the purpose of the Agreement.

**Fiscal Impact/Funding Source**

Upon the execution of the MOA, by the County Mayor or County Mayor's designee, MDFR will claim responsibility for the maintenance, repair, and any other costs associated with equipment and items received from FDEM. FDEM will transfer possession of equipment and items to MDFR at no cost.

**Track Record/Monitor**

All equipment received will be tracked and monitored by the MDFR Grants Management Bureau.

**Background**

FDEM, through its efforts to enhance the State's disaster response capabilities, acquired various equipment to support disaster recovery and emergency response operations. In particular, the two inflatable rescue boats were purchased to assist in the aftermath of Hurricanes Helene and Milton, significant events that required the State's rapid and efficient mobilization of resources. Miami-Dade Fire Rescue, as a key partner in emergency management and disaster response in Florida, has been engaged in ongoing efforts to bolster its preparedness and response capabilities.

To enhance MDFR's ability to respond to future disasters and emergencies, FDEM has agreed, at no cost to the County, to transfer ownership and possession of (2) inflatable rescue boats, (2) motors, and accessories to MDFR. This transfer will allow MDFR to incorporate the equipment into its existing fleet of resources, ensuring its readiness and availability during future events. MDFR will assume full responsibility for the maintenance, repair, and all associated costs of the equipment upon the effective date of the transfer. Additionally, the Agreement specifies that FDEM relinquishes all liability related to the equipment once the transfer is complete.

The two inflatable rescue boats, two motors, and accessories will strengthen Miami-Dade County's disaster preparedness, response, recovery, mitigation, and resilience efforts.



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James Reyes  
Chief of Public Safety



**MEMORANDUM**  
(Revised)

**TO:** Honorable Chairman Anthony Rodriguez  
and Members, Board of County Commissioners

**DATE:** January 21, 2026

**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 \_\_\_\_, majority plus one \_\_\_\_, 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) \_\_\_\_, 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)  
1-21-26

RESOLUTION NO. \_\_\_\_\_

RESOLUTION AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE MEMORANDUM OF AGREEMENT BETWEEN THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT (FDEM) AND MIAMI-DADE COUNTY, THROUGH THE MIAMI-DADE FIRE RESCUE DEPARTMENT (MDFR), TO, AT NO COST TO THE COUNTY, ACCEPT, RECEIVE, AND ALLOW THE TRANSFER OF OWNERSHIP, POSSESSION, AND USE OF EQUIPMENT TO AID IN DISASTER RESPONSE EFFORTS

**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.** Incorporates and approves the foregoing recital, as if fully set forth herein.

**Section 2.** Approves the Memorandum of 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 the Florida Division of Emergency Management, to, at no cost to the County, accept, receive, and allow the transfer of ownership, possession, and use of two Inflatable Rescue Boats, two motors, and enumerated accessories to aid in disaster response efforts. This Agreement will strengthen Miami-Dade County's disaster preparedness, response, recovery, mitigation, and resilience efforts.

**Section 3.** Authorizes the County Mayor or County Mayor designee to execute the Memorandum of Agreement, for and on behalf of Miami-Dade County. It also authorizes the County Mayor or County Mayor's designee to assume responsibility for the maintenance, repair, and any other costs associated with the equipment received from FDEM.

**Section 4.** Authorizes the County Mayor or County Mayor's designee to execute any necessary amendments to the Memorandum of Agreement, provided that the amendments do not alter the purpose of the Memorandum of Agreement.

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:

Anthony Rodriguez, Chairman	
Kionne L. McGhee, Vice Chairman	
Marleine Bastien	Juan Carlos Bermudez
Sen. René García	Oliver G. Gilbert, III
Roberto J. Gonzalez	Keon Hardemon
Danielle Cohen Higgins	Vicki L. Lopez
Natalie Milian Orbis	Raquel A. Regalado
Micky Steinberg	

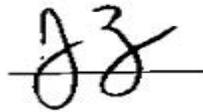
The Chairperson thereupon declared this resolution duly passed and adopted this 21<sup>st</sup> day of January, 2026. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon 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.

A handwritten signature in black ink, appearing to be 'JZ', written over a horizontal line.

Javier Zapata



STATE OF FLORIDA

## **DIVISION OF EMERGENCY MANAGEMENT**

Ron DeSantis  
Governor

Kevin Guthrie  
Director

### **MEMORANDUM OF AGREEMENT BETWEEN THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT AND MIAMI-DADE COUNTY FOR THE TRANSFER OF EQUIPMENT**

This Memorandum of Agreement ("Agreement"), effective as of the date of the last signature below ("Effective Date"), is between the STATE OF FLORIDA, DIVISION OF EMERGENCY MANAGEMENT ("FDEM") and MIAMI-DADE COUNTY ("County") to transfer ownership and possession of the EQUIPMENT ("Equipment") delineated in the attached Appendix ("Appendix") from the FDEM to the County.

WHEREAS, the FDEM purchased and acquired this Equipment to aid in the State of Florida's Disaster preparedness;

WHEREAS, the FDEM and the County must enter into this Agreement to transfer ownership and possession of this Equipment; and

NOW THEREFORE, comes the FDEM and the County, referred herein individually as "Party" and collectively as "Parties", to set forth the terms and conditions of this Agreement.

#### **I) PURPOSE OF THIS AGREEMENT**

The purpose of this Agreement is to memorialize the transfer of ownership and possession of the Equipment from the FDEM to the County. This Agreement shall be finalized upon the Effective Date of the last signature.

#### **II) EQUIPMENT TRANSFERRED**

The FDEM will transfer ownership and possession of the Equipment listed in the attached Appendix to the County.

#### **III) COUNTY'S RESPONSIBILITIES**

- a. The FDEM shall deliver the Equipment in "as-is" condition, and the County shall accept the Equipment in such condition.
- b. The County expressly agrees to be fully responsible for the maintenance, repair, and any other costs associated with the Equipment upon the Effective Date of this Agreement. Upon the Effective Date of this Agreement, the FDEM hereby relinquishes any responsibility, financial or otherwise, for the Equipment.
- c. The County will have the Equipment readily available for deployment when requested by the FDEM and shall be deployed using best practices.

#### **IV) WARRANTY AND LIMITATION OF LIABILITY**

**THE FDEM MAKES NO WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, OR FOR ANY PARTICULAR RESULT.**

In no event shall the FDEM be liable to the County for any indirect, incidental, special, punitive, or consequential damages, arising from or in connection with this Agreement and regardless of the cause of action or theory of law asserted.

#### **V) INDEMNIFICATION**

The County agrees to indemnify and hold the FDEM harmless to the extent and within the limitations of section 768.28, Florida Statutes, subject to the provisions of that Statute whereby the County shall not be held liable to pay a person injury or property damage claim or judgement by any on person which exceeds the sum of \$200,000, or any claim or judgements of portions thereof, which, when totaled with all other occurrences, exceeds the sum of \$300,000, from any and all personal injury or property damage claims, liabilities, losses and causes of action which may arise solely as a result of the negligence of the County. However, nothing herein shall be deemed to indemnify the FDEM from any liability or claim arising out of the negligent performance or failure of performance of the FDEM or any unrelated third party.

#### **VI) COMPLIANCE WITH LAWS**

The Parties agree to comply with all laws and regulations applicable to the performance of their respective obligations under this Agreement. Each Party is responsible for its own compliance with this Agreement.

#### **VII) MISCELLANEOUS**

- a. This Agreement shall be governed by the laws of the State of Florida and venue shall be in Leon County, Florida.
- b. The Parties agree that nothing in this Agreement serves to create an employer-employee and/or an agency relationship between the FDEM and the County.
- c. This Agreement creates neither a partnership nor a joint venture, and neither Party has the authority to bind the other.
- d. Any modification of this Agreement or additional obligation assumed by either Party with regard to this Agreement shall be binding only if evidenced in writing signed by an authorized representative of each Party.
- e. Either Party may request changes to this Agreement. Any changes, modifications, revisions, or amendments to this Agreement that are mutually agreed upon by and between the Parties to this Agreement, shall be incorporated by written instrument and effective when executed and signed by all Parties to this Agreement.
- f. This Agreement shall not be construed against either Party and shall be deemed to have been drafted by both Parties.

- g. Nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of Section 768.28, F.S. Nothing herein shall be construed as consent by either Party to be sued by third parties.
- h. This Agreement, upon the Effective Date, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of this Agreement.
- i. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same Agreement.

***INTENTIONALLY LEFT BLANK***

IN WITNESS WHEREOF, the terms and conditions of this Agreement are accepted by both Parties.

**MIAMI-DADE COUNTY**

**FLORIDA DIVISION OF  
EMERGENCY MANAGEMENT**

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**APPENDIX  
EQUIPMENT TO BE TRANSFERRED TO MIAMI-DADE COUNTY**

<b>Make/Model/Description</b>	<b>Serial Number/VIN</b>
Mercury Marine 30hp - Model # ME30MLHGA EFI 4S	1R252478
R ONE i Series® - Model OB-430-R	OBC43R21F424
Mercury Marine 30hp - Model # ME30MLHGA EFI 4S	1R252479
R ONE i Series® - Model OB-430-R	OBC43R30F424