

MEMORANDUM

Agenda Item No. 8(E)(1)

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

DATE: May 4, 2021

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution retroactively approving and authorizing the County Mayor's action of executing a Memorandum of Understanding ("MOU"), through the Miami-Dade Fire Rescue Department, with the City of Homestead for Temporary Use of the Homestead Sports Complex as a coronavirus disease 2019 (COVID-19) community vaccination site, for a term ending no later than March 31, 2022; and authorizing the County Mayor to execute amendments to the MOU for the duration of the COVID-19 state of emergency, provided that such amendments do not alter the purpose of the MOU

Resolution No. R-410-21

The accompanying resolution was prepared by the Fire Rescue Department and placed on the agenda at the request of Prime Commissioner Sally A. Heyman.



Geri Bonzon-Keenan
County Attorney

GBK/smm

Memorandum



Date: May 4, 2021

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

From: Daniella Levine Cava *Daniella Levine Cava*
Mayor

Subject: Resolution Retroactively Approving and Authorizing a Memorandum of Understanding for Temporary Use Homestead Sports Complex Facilities Between City of Homestead and Miami-Dade County, Through the Miami-Dade Fire Rescue Department, as a Coronavirus Disease 2019 Vaccination Site

Recommendation

It is recommended that the Miami-Dade County Board of County Commissioners (Board) retroactively approve and authorize the County Mayor’s or County Mayor’s designee’s action of executing a Memorandum of Understanding (“MOU”), through the Miami-Dade Fire Rescue Department, with the City of Homestead for the temporary use of the Homestead Sports Complex as a coronavirus disease 2019 (COVID-19) vaccination site. The term of the MOU began on March 8, 2021 and shall continue for the duration of the COVID-19 state or local state of emergency.

Scope

This MOU will support countywide services.

Delegation of Authority

The County Mayor or County Mayor’s designee is retroactively authorized to execute the MOU with the City of Homestead and amendments thereto, provided that such amendments do not alter the purpose of the MOU or extend beyond the duration of the COVID-19 state or local state of emergency.

Fiscal Impact/Funding Source

There is no fiscal impact to the County.

Track Record/Monitor

The MOU will be monitored by Carlos Heredia of the Miami Dade Fire Rescue Department.

Background

The Miami Dade Fire Rescue has worked diligently to assist and provide care to individuals infected with or affected by COVID-19. Among other things, it conducts testing at various sites throughout the County, which is vital to the County’s response efforts aimed at combating and containing the spread of the virus.

On December 11, 2020, the U.S. Food and Drug Administration (FDA) issued the first emergency use authorization (EUA) for a vaccine for the prevention of COVID-19. Since that time at least two other vaccines received an EUA and several others may be approved by the FDA in the coming months. On December 23, 2020, Governor Ron DeSantis issued Executive Order 20-315, which

Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners
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authorized vaccinations be administered to certain individuals. This order was subsequently amended by Executive Order 21-47, to broaden the class of individuals who are authorized to be vaccinated. Miami-Dade Fire Rescue is prepared to help vaccinate individuals who are currently eligible pursuant to Executive Order 21-47, as well as others who will be eligible in the future. This MOU is necessary to deliver critical vaccination services throughout the County.

A handwritten signature in dark ink, appearing to read "JD Patterson", is written over a horizontal line.

JD Patterson
Chief Public Safety Officer



MEMORANDUM

(Revised)

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

DATE: May 4, 2021

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)
5-4-21

RESOLUTION NO. R-410-21

RESOLUTION RETROACTIVELY APPROVING AND AUTHORIZING THE COUNTY MAYOR'S OR COUNTY MAYOR'S DESIGNEE'S ACTION OF EXECUTING A MEMORANDUM OF UNDERSTANDING ("MOU"), THROUGH THE MIAMI-DADE FIRE RESCUE DEPARTMENT, WITH THE CITY OF HOMESTEAD FOR TEMPORARY USE OF THE HOMESTEAD SPORTS COMPLEX AS A CORONAVIRUS DISEASE 2019 (COVID-19) COMMUNITY VACCINATION SITE, FOR A TERM ENDING NO LATER THAN MARCH 31, 2022; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE AMENDMENTS TO THE MOU FOR THE DURATION OF THE COVID-19 STATE OF EMERGENCY, PROVIDED THAT SUCH AMENDMENTS DO NOT ALTER THE PURPOSE OF THE MOU

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. Retroactively approves the Memorandum of Understanding ("MOU") for Temporary Use of Homestead Sports Complex attached hereto as Attachment A and made a part hereof for use of the facilities located at 1601 SE 28th Avenue, Homestead, FL 33035, at no cost, for a term ending no later than March 31, 2022. The purpose of the MOU is for the Miami-Dade Fire Rescue Department to use the location as a coronavirus disease 2019 ("COVID-19") vaccination site.

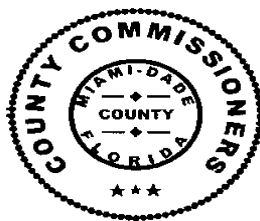
Section 2. Retroactively authorizes the County Mayor's or County Mayor's designee's action of executing the MOU with the City of Homestead.

Section 3. Authorizes the County Mayor or County Mayor’s designee to execute amendments to the MOU for the duration of the COVID-19 state or local state of emergency, provided that such amendments do not alter the purpose of the MOU as provided in section 1 above.

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

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

The Chairperson thereupon declared this resolution duly passed and adopted this 4th day of May, 2021. 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

Melissa Adames
By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Shanika A. Graves

MEMORANDUM OF UNDERSTANDING
BETWEEN MIAMI-DADE COUNTY
AND CITY OF HOMESTEAD

THIS MEMORANDUM OF UNDERSTANDING ("**MOU**") is entered into by and between the **MIAMI-DADE COUNTY** ("**COUNTY**"), by and through its Miami-Dade Fire Rescue Department and **CITY OF HOMESTEAD** ("**Facility Owner**") and jointly with the County, referred to herein as the ("**Parties**") in order to outline and memorialize the obligations and responsibilities of the parties with respect to staging areas for emergency response activities.

WHEREAS, Florida is vulnerable to a variety of natural and manmade emergencies including, but not limited to, hurricanes, which can lead to the Governor of the State of Florida issuing an Executive Order declaring a "state of emergency" as a result; and,

WHEREAS, on March 9, 2020, the Governor of the State of Florida entered Executive Order 20-52 declaring a state of emergency for the entire State of Florida as a result of COVID-19; and,

WHEREAS, Executive Order 20-52 has been extended by the Governor several times, most recently on February 26, 2021 by Executive Order 21-45, which extends the declaration of emergency in the entire State of Florida for an additional 60 days; and,

WHEREAS, County is authorized by chapter 252 Florida Statutes to prepare for and respond to states of emergency, including the provision of supplies to local areas affected by the emergency; and,

WHEREAS, the Facility Owner owns or has control of the facility, Homestead Sports Complex, 1601 S.E. 28th Avenue, Homestead, Florida 33035 ("**Facility**"), which has been identified by the County as a "Vaccination Site" ("**VS**") for inoculating individuals against COVID-19;

NOW THEREFORE, in consideration of the mutual promises and conditions contained herein, the parties agree to the following terms:

1. The purpose of this MOU is to provide the framework regarding the VS for March 8, 2021 through March, 31, 2022 between the County and the Facility Owner.
2. The Facility Owner hereby gives the County a license to operate a VS at no cost to County in the Facility parking lot or largest parking lot located on the Facility and generally shown on Attachment A ("**License Area**"). The initial term of use for the VS shall be a minimum of 60 days with the exclusive right of County to extend the term of use until the County no longer needs the VS for emergency response activities ("**Term**"), subject to the provisions of Section 13. The County shall provide the Facility Owner with 72 hours of advance notice for term extensions and requests for term extensions shall be in 30-day increments.
3. The County will be permitted to install and operate within the paved portion of the License Area diesel powered generators with secondary containment supporting its VS operations within the License Area. Any liquid chemicals stored in the License Area will be stored with secondary containment protection. The specific locations within the License Area within which the generator(s) will be installed and method of installation are subject to Facility Owner's approval prior to installation. In connection with County's operations at the License Area, the County will comply with all applicable Federal, State, and local laws, code, rules and

regulations. Specifically, the County will comply with all laws, codes, rules and regulations relating to the environment, or to emissions, discharges, or releases of Hazardous Substances (defined below) into the environment, including, without limitation, ambient air, soil, surface water, and ground water. "Hazardous Substances" shall mean any chemical or other hazardous or toxic substances or materials, including pollutants and other petroleum products, asbestos, radioactive materials, and any regulated substances under applicable environmental laws. The County must maintain all equipment installed within the License Area and must undertake all of its operations and use of the License Area in compliance with all applicable laws and exercising such a degree of care as is reasonable and necessary for the protection of the Facility and the life, safety and welfare of all persons entering the License Area (e.g., monthly inspections of all equipment).

4. The County shall inform Facility Owner in advance and conduct a joint walk through before moving any equipment onto the License Area and a second joint walkthrough shall take place within 3 days following moving equipment into the License Area. The County shall provide to Facility Owner contact information of the local site supervisor in charge of the site. Facility Owner reserves the right throughout the Term to inspect County's operations at the License Area, including but not limited to operation of the generators and all maintenance records pertaining to the same. The County shall secure all required governmental permits and approvals prior to installation of, generators or other equipment at the License Area. Any emissions, discharges or releases of Hazardous Substances shall be immediately reported by the County to Facility Owner.
5. Except as provided in Section 3 above, the County will not make any alterations, installations, or improvements to the License Area. All generators, equipment, and personal property installed within the License Area shall be removed by the County at its sole cost prior to the expiration of the Term and the License Area shall be returned by the County to Facility Owner at expiration of the Term in the same or better condition as it was immediately prior to the parties executing this MOU. All damage to the License Area resulting from County's installation of generators, and other equipment shall be restored by County at its sole cost prior to the expiration of the Term.
6. The Facility Owner will permit ingress and egress to County, its agents, contractors, and employees to the VS in order for County, its agents, contractors, and employees to perform emergency relief work and other work as needed at the VS. In addition, the Facility Owner will permit access to the VS to local, state, and federal regulatory agencies for inspection or such other legal purposes as are deemed appropriate by County. Information about VS operation, its location, and other information deemed sensitive shall not be shared with anyone aside from the County and its designated agents, except as otherwise required to comply with chapter 119, Florida Statutes commonly known as the "Florida Public Records Act." Ingress and egress shall be from 1601 S.E. 28th Avenue, Homestead, Florida only. The County shall take all necessary actions to provide for and to protect the safety of its agents, contractors, and employees on or within the License Area. Access to the VS shall be provided by the Facility Owner or its designee Monday through Sunday on a 24-hour basis or at other reasonable times as mutually agreed upon by the parties.
7. No utilities or services shall be provided to the License Area by Facility Owner. **The License Area is being provided in "as is" condition with all faults.**

8. In no event will the Facility Owner be liable for any loss or damage to persons or property including but not limited to third party claims, resulting from the use of the License Area by the County, its agents and contractors, and its and their employees and invitees.
9. Use of the License Area by the County, its agents and contractors, and its and their employees and invitees shall be at the sole risk and expense of the County. Facility Owner makes no representations or warranties to the County regarding the suitability or safety of the License Area for the County's intended use.
10. The County and Facility Owner acknowledge that this Agreement is being entered into as part of the efforts to address the State of Emergency pursuant to Executive Order 20-52.
11. The Facility Owner shall indemnify and hold harmless the County, its officers, employees, agents, servants, agencies and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County and its officers, employees, agents, servants, agencies or instrumentalities may incur as a result of any and all claims, demands, suits, causes of action or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Facility Owner or the Facility Owner's officers, employees, agents, servants, partners, principals or subcontractors or any other individual performing work on the Facility Owner's behalf under this Agreement. The Facility Owner shall pay all claims and losses of any kind in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon, subject to the extent of, and within the limitations of section 768.28, Florida Statutes. Further, this indemnification shall only be to the extent and within the limitations of, section 768.28 Florida Statutes, whereby the Facility Owner shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$200,000.00, or any claim or judgment or portions thereof, which, when totaled with all other claims or judgments paid by the Facility Owner or any other governmental entity covered under section 768.28 arising out of the same incident or occurrence which exceeds the sum of \$300,000.00 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise as a result of the negligence of the Facility Owner or the Facility Owner's officers, employees, servants, agents, partners, principals or subcontractors.
12. The County shall indemnify and hold harmless the Facility Owner, its officers, employees, agents, servants, agencies and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Facility Owner and its officers, employees, agents, servants, agencies or instrumentalities may incur as a result of any and all claims, demands, suits, causes of action or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the County or the County's officers, employees, agents, servants, partners, principals or subcontractors or any other individual performing work on the County's behalf under this Agreement. The County shall pay all claims and losses of any kind in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Facility Owner, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon, subject to the extent of, and within the limitations of section 768.28, Florida Statutes. Further, this indemnification shall only be to the extent and within the limitations of, section 768.28 Florida Statutes, whereby the County shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which

exceeds the sum of \$200,000.00, or any claim or judgment or portions thereof, which, when totaled with all other claims or judgments paid by the County or any other governmental entity covered under section 768.28 arising out of the same incident or occurrence which exceeds the sum of \$300,000.00 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise as a result of the negligence of the County or the County's officers, employees, servants, agents, partners, principals or subcontractors.

13. The Parties agree that all notices provided under or pursuant to this Memorandum of Understanding shall be in writing, either by hand delivery, or first class, certified mail, return receipt requested, or nationally recognized overnight delivery service (by way of example, Federal Express) to the contract representative identified below at the address set forth below and said notification shall be attached to the original of this Memorandum of Understanding: The names, title, address, and phone number of the County representative for this MOU is:

Primary:

Chief Alan Cominsky, Fire Chief
Miami-Dade Fire Rescue
9300 NW 41st Street
Doral, Florida 33178
786-331-5112; alan.cominsky@miamidade.gov

Secondary:

Carlos Heredia, Real Estate Manager
Miami-Dade Fire Rescue
9300 NW 41st Street
Doral, Florida 33178
305-322-9742; carlos.heredia@miamidade.gov

The names, titles, address, and phone numbers of the Facility Owner representatives responsible for the administration of this MOU are:

Primary:

Cate McCaffrey, City Manager
City of Homestead
100 Civic Court
Homestead, FL 33030
305-224-4401; cmccaffrey@cityofhomestead.com

Secondary:

Stephen Taylor, Emergency Manager
City of Homestead
100 Civic Court
Homestead, FL 33030
305-224-4519; staylor@cityofhomestead.com

utilized for VS, notice of intent to terminate this MOU by the Facility Owner must be provided at least 24 hours in advance of the termination date. Notwithstanding and prevailing over anything contained in this MOU to the contrary, this MOU shall expire March 31, 2022, unless an extension is mutually agreed to in writing by the Facility Owner and the County.

15. This MOU contains all the terms and conditions agreed upon by the Parties. This MOU shall be governed by the laws of the State of Florida and the venue shall be in Miami-Dade County, Florida.
16. This MOU may be executed electronically and in two (2) or more counterparts, each of which shall be deemed an original. The signatures, including electronic signatures, to this MOU may be executed on separate pages, and when attached to this MOU shall constitute one complete document.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed by their undersigned officials as duly authorized.

CITY OF HOMESTEAD:

BY: [Signatory Information]



Signature

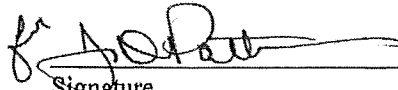
Kate McCaffrey
Printed Name

CITY MANAGER
Title

3-1-21
Date

MIAMI-DADE COUNTY:

BY: Mayor or Designee



Signature

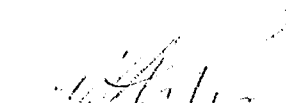
J.D. PATTERSON
Printed Name

Chief Public Safety Officer
Title

3/2/21
Date

Approved as to form and legal sufficiency

City of Homestead



City Attorney
Name: Matthew Noel

Miami-Dade County Attorney



County Attorney
Name: Shanika A. Graves



Attachment "A"