

MEMORANDUM

Amended
Agenda Item No. 8(E)(2)

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

DATE: June 2, 2021

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution authorizing the
County Mayor to execute
Property Training Use
Agreements ("Agreements")
with certain property owners
or their respective designees;
and authorizing the County
Mayor to amend the use date
of such Agreements

Resolution No. R-540-21

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


Geri Bonzon-Keenan
County Attorney

GBK/smm

Memorandum



Date: June 2, 2021

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

From: Daniella Levine Cava
Mayor 

Subject: Resolution authorizing execution of Property Training Use Agreements between Miami-Dade County, through the Miami-Dade Fire Rescue Department, and Certain Property Owners

Recommendation

It is recommended that the Miami-Dade Board of County Commissioners (Board) approve the attached resolution authorizing the County Mayor or County Mayor's designee to execute Property Training Use Agreements (Agreements) with certain property owners who have demolition permits on their property. It is further recommended that this Board authorize the County Mayor or County Mayor's designee to amend the use dates of such Agreements, which is the period that property owners will authorize Miami-Dade Fire Rescue (MDFR) firefighters and emergency services personnel to utilize their properties for training activities.

Scope

This item has Countywide impact.

Delegation of Authority

The County Mayor or County Mayor's designee is authorized to execute Agreements with certain property owners that have received permits for demolition of the properties. The County Mayor or County Mayor's designee is also authorized to amend the use date of such Agreements.

Fiscal Impact/Funding Source

This item does not have any fiscal impact on the County.

Track Record/Monitor

This Agreement will be monitored by the MDFR Training Division Chief Nicholas Morgado or other supervisory personnel.

Background

The Acquired Structure Program is a successful training program in several counties in the State of Florida and throughout the United States. Training in acquired structures gives firefighters the opportunity to engage in different training scenarios every time they train. For instance, training drills and exercises in acquired structures may include search and rescue, forcible entry, Rapid Intervention Team (RIT), fire attack, vertical ventilation, safety and survival or any other type of training.

Training repeatedly in the same structures at the MDFR Training Center could result in firefighters becoming complacent in training because they become familiar with the surroundings and training drills. This could be dangerous because it does not provide opportunities for trainings that reflect the real-life experiences of firefighters who respond to calls at unfamiliar structures. By training in acquired structures, firefighters will encounter different scenarios and may develop new skills.

Further, using acquired structures for training will limit the amount of time that units are out of service. MDFR has 72 Stations spread out within a 1,904-mile radius. When a training drill is scheduled at the Training Center in Doral, the unit that is participating in the training must be taken out of service. It takes several hours for a unit in the north, south, or west part of the County to travel to the Training Center, participate in a drill, and return to its station. During that time, the area the unit serves is underserved. Training in acquired structures throughout Miami-Dade County will resolve this issue.

Additionally, MDFR will work with other entities to conduct firefighting training drills. The Miami-Dade County Internal Services and Regulatory & Economic Resources Departments have agreed to allow MDFR to conduct training drills in certain County-owned buildings slated for demolition. The Builders Association of South Florida headed by Ms. Truly Burton and its Member Organizations have also expressed interest in participating in this community service project and are waiting to learn more about the project and how they can be involved. The participation of developers and contractors in this Program who have acquired ownership of properties that have been permitted for demolition will be very helpful to MDFR training.



JD Patterson
Chief Public Safety Officer



MEMORANDUM

(Revised)

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

DATE: June 2, 2021

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Amended
Agenda Item No. 8(E)(2)

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 _____

Amended
Agenda Item No. 8(E)(2)
6-2-21

RESOLUTION NO. **R-540-21**

RESOLUTION AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE PROPERTY TRAINING USE AGREEMENTS ("AGREEMENTS") WITH CERTAIN PROPERTY OWNERS OR THEIR RESPECTIVE DESIGNEES; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO AMEND THE USE DATE OF SUCH AGREEMENTS

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:

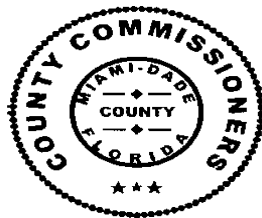
Section 1. Authorizes the County Mayor or County Mayor's designee to execute Property Training Use Agreements ("Agreements"), in substantially the form attached hereto as Attachment A and made a part hereof, with certain property owners or their respective designees in Miami-Dade County who have permits to demolish their properties. Pursuant to the Agreements, property owners will authorize MDFR firefighters and emergency services personnel to conduct training exercises in structures on said properties, at no cost, for a specified time period. The purpose of the Agreements is for MDFR firefighters and emergency services personnel to conduct training drills in unfamiliar structures.

Section 2. Authorizes the County Mayor or County Mayor's designee to amend the use date of such Agreements.

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	aye
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 2nd day of June, 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

By: **Melissa Adames**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Shanika A. Graves

MIAMI-DADE FIRE RESCUE DEPARTMENT PROPERTY TRAINING USE AGREEMENT

This Property Training Use Agreement (“**Agreement**”) is made and entered into this ____ day of _____, 202__, (“**Effective Date**”) by and between Miami-Dade County, by and through the Miami-Dade Fire Rescue Department (“**Department**”), and _____ (“**Owner**”), who is the owner or owner’s designee of the real property, together with all improvements thereon, _____ located _____ at: _____ and identified by Folio Number: _____ (“**Property**”).

The Department desires use of the Property, in whole or part, as an on-site training location for its firefighters and emergency services personnel. Owner desires to benefit the community by allowing the Department to improve the quality of fire and emergency services through specialized training opportunities at the Property.

NOW, THEREFORE, the parties agree as follows:

1. PROPERTY

Owner agrees to allow the Department use of the Property for the purposes stated: (initial all appropriate boxes)

- ☐ Non-Destructive Training (area searches, Rapid Intervention Team, building construction, apparatus placement, Incident Command System, tactics & strategy, etc.)
- ☐ Destructive Training (breaching walls, cutting holes in roofs, knocking out windows, forcible entry, damaging furniture or appliances, etc.).

2. TERMS OF AGREEMENT

a) Use

- The Department's use of the Property shall comply with all applicable federal, state, and local laws and regulations. Notwithstanding anything herein, the Department is not under any obligation to use the Property and shall determine whether to proceed with such use identified in section 1 above, in its sole and absolute discretion.
- The Department must advise Owner within 24 hours of the beginning use date by email if they are cancelling training at the Property. Owner has the right to rescind this Agreement, but must advise the Department in writing, either by email or hand delivered letter to 9300 N.W. 41 Street, Doral, Florida 33178, no later than 24 hours before the beginning use date.

b) Use Date

The date(s) scheduled for the use of the Property is this _____ day of _____, 202__ through the _____ day of _____, 202__.

c) Access

Forty-eight hours before the commencement of the Use Date, the Department shall have reasonable access to the Property for inspection, set- up, use, removal of equipment, debriefing, and otherwise. Such access shall include keys, codes, or any other information necessary for entry onto and into the Property.

d) Title

Owner represents and warrants that:

- He, she, or it is the owner of all right, title and interest in the Property;
- There are no unsatisfied judgments against Owner nor any liens or encumbrances against the Property;
- All necessary consents related to use of the Property have been obtained from any party having any security or other legal interest in the Property; and
- All owners of the Property have consented to this use and to the terms and conditions of this Agreement.

3. HISTORIC SIGNIFICANCE

Owner represents and warrants that the Property is not a locally designated historic site, a contributing property in a locally designated historic district, a locally designated archaeological site, or otherwise subject to other historic regulations, protections, or designations under state or federal law.

4. ASBESTOS AND OTHER ENVIRONMENTAL HAZARDS

Owner represents that there is no asbestos in the Property or the asbestos in the Property have been abated or is in an area that will not be open to the Department or made available for destructive training. Before the Use Date, Owner shall identify all known environmental hazards, including hazardous materials, enclosed vessels (such as water heaters, refrigeration equipment or air conditioning equipment) or all other appliances within the Property or any designated area(s) therein.

5. CONDITIONS ON PROPERTY/REMOVAL OF PERSONAL PROPERTY

Owner shall give the Department a written list of all known conditions on the Property prior to the Use Date. Such disclosure shall include all latent, dangerous, or unusual conditions on the Property that are either known by Owner or that could be discovered by Owner upon reasonable inspection. Owner shall remove all personal items, furnishings and appliances from the Property unless Owner has no objection to such items being damaged or demolished. Each party shall do a walk-through of the Property no later than two days before the Use Date to identify hazardous conditions or areas of concern for either party. Notwithstanding any other provisions herein, if hazardous conditions are identified, either or both parties have the right to rescind this Agreement.

6. **CLEAN-UP**

- If Owner approved Non-Destructive Training, the Department shall clean the property after Training, if necessary, and leave the Property in the same condition it was in prior to the Training.
- If Owner approved Destructive Training, after the Training the Department shall only be required to remove all property, equipment and other items it transported to the Property. The Department is not required to restore the Property to its pre-training condition after Destructive Training and is expressly authorized to leave the Property in the condition it is then in at the conclusion of such training.

7. **HOLD HARMLESS AND INDEMNIFICATION**

Owner shall defend and hold harmless Miami-Dade County and its officers, employees, agents, and instrumentalities from any and all liability and losses, or damages which Miami-Dade County or its officers, employees, agents, or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature brought by a third party against Owner arising out of, relating to or resulting from the Department's use of the Property.

8. **INSURANCE**

The Department warrants that it is self-insured and provides workers compensation coverage for all firefighters and emergency services personnel participating in training or on the Property in connection with training activities.

9. **GOVERNING LAW AND VENUE**

This Agreement shall be construed and enforced in accordance with the laws of the State of Florida. Venue for any action arising from the terms herein shall be exclusively in Miami-Dade County, Florida.

10. **SURVIVAL**

The respective rights and obligations of the parties hereto shall survive the termination of this Agreement.

11. **REVIEW OF THIS AGREEMENT**

- The parties hereto represent and warrant that they have consulted with counsel or an advisor of their choosing concerning the terms and conditions contained herein. No inference, assumption, or presumption shall be drawn from the fact that one party or its attorney prepared this Agreement. It shall be conclusively presumed that each party participated in the drafting, preparation, and review of this Agreement.
- This Agreement contains all the terms and conditions agreed upon by the parties. This Agreement shall be governed by the laws of the State of Florida and the venue shall be in Miami-Dade County, Florida, to the exclusion of all others.

- This Agreement 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 Agreement may be executed on separate pages, and when attached to this Agreement shall constitute one complete document.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by duly authorized individuals or officials as of the Effective Date.

OWNER OR OWNER’S DESIGNEE:
BY:

MIAMI-DADE COUNTY:
BY: County Mayor or County Mayor’s
Designee

Signature

Signature

Printed Name

Printed Name

Title

Title

E-Mail Address

E-Mail Address

Date

Date