

MEMORANDUM

Agenda Item No. 8(E)(2)

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

DATE: July 20, 2021

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution authorizing the County Mayor to execute General Agreements between the United States Department of the Interior National Park Service and Miami-Dade County, through the Miami-Dade Fire Rescue Department for a seven-year term with two seven-year options to renew; and authorizing the County Mayor to execute amendments and exercise the renewal, modification and termination provisions contained therein, provided that such modifications or amendments do not alter the purpose of the agreements

Resolution No. R-708-21

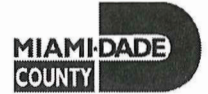
The accompanying resolution was prepared by the Fire Rescue Department and placed on the agenda at the request of Prime Sponsor Commissioner Sally A. Heyman.



Geri Bonzon-Keenan
County Attorney

GBK/uw

Memorandum



Date: July 20, 2021

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

From: Daniella Levine Cava
Mayor 

Subject: Resolution approving the General Agreements between the United States Department of the Interior National Park Service and Miami-Dade County through the Miami-Dade Fire Rescue Department

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 the General Agreements (Agreements) between the United States Department of the Interior National Park Service (NPS), through the (a) Superintendent of Biscayne National Park and (b) Superintendent of Everglades National Park, and Miami-Dade County, through the Miami-Dade Fire Rescue Department. It is further recommended that this Board authorize the County Mayor or County Mayor's designee to execute amendments of said Agreements, and to exercise the renewal, modification, and termination provisions contained therein, provided that such amendments and modifications do not alter the purpose of the Agreements. The Agreements provide for two options to renew for seven years.

Scope

This item has Countywide impact.

Delegation of Authority

The County Mayor or County Mayor's designee is authorized to execute the General Agreements between the NPS, through the (a) Superintendent of Biscayne National Park and (b) Superintendent of Everglades National Park, and Miami-Dade County, through the Miami-Dade Fire Rescue Department. The County Mayor or County Mayor's designee is also authorized to execute amendments of said Agreements, and to exercise the renewal, modification, and termination provisions contained therein, provided that such amendments and modifications do not alter the purpose of the Agreements.

Fiscal Impact/Funding Source

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

Track Record/Monitor

These Agreements will be monitored by Assistant Chief Raied Jadallah, or other supervisory personnel.

Background

The objective of the Agreements is to establish the terms and conditions under which the parties will provide mutual assistance in preventing, detecting, and suppressing structural fires and wildfires, providing emergency medical services, and in conducting search and rescue operations on lands and waters within the Biscayne National Park's boundaries and the Everglades National Park's boundaries, including leased buildings inside such boundaries, within Miami-Dade County or in the immediate surrounding areas.

The County and NPS have executed agreements to collaborate and provide services at Biscayne and Everglades National Parks in the past. Specifically, on October 1, 2013, this Board approved Resolution No. R-798-13, which authorized agreements between the County and the NPS for the same services identified in the attached resolution. The parties recognize the benefit of and desire to reestablish their partnership through the Agreements.



JD Patterson
Chief Public Safety Officer



MEMORANDUM

(Revised)

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

DATE: July 20, 2021

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: 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 _____

Agenda Item No. 8(E)(2)
7-20-21

RESOLUTION NO. R-708-21

RESOLUTION AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE GENERAL AGREEMENTS BETWEEN THE UNITED STATES DEPARTMENT OF THE INTERIOR NATIONAL PARK SERVICE AND MIAMI-DADE COUNTY, THROUGH THE MIAMI-DADE FIRE RESCUE DEPARTMENT, FOR A SEVEN-YEAR TERM WITH TWO SEVEN-YEAR OPTIONS TO RENEW; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE AMENDMENTS AND EXERCISE THE RENEWAL, MODIFICATION AND TERMINATION PROVISIONS CONTAINED THEREIN, PROVIDED THAT SUCH MODIFICATIONS OR AMENDMENTS DO NOT ALTER THE PURPOSE OF THE 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 General Agreements ("Agreements"), in substantially the form attached hereto as Attachment A and made a part hereof, with the United States Department of the Interior National Park Service, through the (a) Superintendent of Biscayne National Park and (b) Superintendent of Everglades National Park, and Miami-Dade County, through the Miami-Dade Fire Rescue Department. The purpose of the Agreements is to establish the terms and conditions under which the parties will provide mutual assistance in preventing, detecting, and suppressing structural fires and wildfires, providing emergency medical services, and in conducting search and rescue operations on lands and waters within the Biscayne National Park's boundaries and the Everglades National Park's

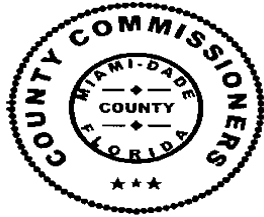
boundaries, including leased buildings inside such boundaries, within Miami-Dade County or in the immediate surrounding areas. The Agreements provide for two options to renew for seven years.

Section 2. Authorizes the County Mayor or County Mayor’s designee to the County to execute amendments and exercise the renewal, modification and termination provisions contained therein, provided that such modifications or amendments do not alter the purpose of the Agreements.

The foregoing resolution was offered by Commissioner **Sally A. Heyman** , who moved its adoption. The motion was seconded by Commissioner **Kionne L. McGhee** 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 20th day of July, 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.

A handwritten signature in black ink, appearing to be "SAG", with a horizontal line extending to the right.

Shanika A. Graves

ATTACHMENT A
GENERAL AGREEMENTS
WITH
UNITED STATES DEPARTMENT ON THE INTERIOR
NATIONAL PARK SERVICE
THROUGH THE
BISCAYNE NATIONAL PARK
EVERGLADES NATIONAL PARK

**GENERAL AGREEMENT
FIREFIGHTING / SEARCH AND RESCUE / EMS ASSISTANCE
Agreement Number BISC-2021-001**

Agreement between

**The United States Department of the Interior
National Park Service, Biscayne 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 Biscayne 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. § 410gg-1-5: Establishment of Biscayne 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, firefighting, and cooperative assistance to nearby law enforcement and fire prevention agencies.*

**GENERAL AGREEMENT
FIREFIGHTING / SEARCH AND RESCUE / EMS ASSISTANCE
Agreement Number BISC-2021-001**

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 maintain 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, firefighting, 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 of request for Park assistance will immediately be made to South Florida 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 cost 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 BISC-2021-001**

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 – TERMS OF AGREEMENT AND RENEWAL

This Agreement shall be effective for a period of seven years from the date of final signature, unless it is terminated earlier by one of the parties pursuant to Article X. The parties shall have two options to renew the Agreement. Each option to renew shall be for a term of seven years. An annual evaluation and review of the Agreement will be conducted by the Superintendent or his designee for the Park and Fire Chief or his designee for Miami-Dade Fire Rescue.

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**GENERAL AGREEMENT
FIREFIGHTING / SEARCH AND RESCUE / EMS ASSISTANCE
Agreement Number BISC-2021-001**

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:

For the National Park Service:

Superintendent
Biscayne National Park
9700 328th Street
Homestead, Florida 33033
786-335-3634

NPS BISC Designees:
William Gorney
786-572-7980
William_Gorney@nps.gov

Bradon Falls
Chief Ranger
786-335-3655
Bradon_Falls@nps.gov

For the County of Miami-Dade, Florida:

Daniella Levine Cava, Mayor
111 N.W. 1st Street
Miami, Florida 33128
(305) 375-5071

Alan Cominsky, Fire Chief
9300 NW 41st Street
Doral, Florida 33178
(786) 331-5112
Alan.cominsky@miamidade.gov

- 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 service 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 BISC-2021-001**

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 advanced 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 may be produced independently or in collaboration with others; however, in all cases

**GENERAL AGREEMENT
FIREFIGHTING / SEARCH AND RESCUE / EMS ASSISTANCE
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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 THE WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) set forth below.

THE NATIONAL PARK SERVICE

MIAMI-DADE COUNTY

Signature

Signature

Printed Name and Title

Printed Name and Title

Date

Date

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____

By: _____
Assistant County Attorney

Date: _____

Date: _____

GENERAL AGREEMENT
FIREFIGHTING / SEARCH AND RESCUE / EMS ASSISTANCE
AGREEMENT NUMBER EVER-2021-001

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 (MDFR).

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.

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- *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, firefighting, and cooperative assistance to nearby law enforcement and fire prevention agencies.*

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2. Any emergency involving Park property of request for Park assistance will immediately be made to South Florida 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 cost 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-2021-001

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 – TERMS OF AGREEMENT AND RENEWAL

This Agreement shall be effective for a period of seven years from the date of final signature, unless it is terminated earlier by one of the parties pursuant to Article X. The parties shall have two options to renew the Agreement. Each option to renew shall be for a term of seven years. An annual evaluation and review of the Agreement will be conducted by the Superintendent or his designee for the Park and Fire Chief or his designee for Miami-Dade Fire Rescue.

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FIREFIGHTING / SEARCH AND RESCUE / EMS ASSISTANCE
AGREEMENT NUMBER EVER-2021-001

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:

For the National Park Service:

Superintendent
Everglades National Park
40001 State Road 9336
Homestead, Florida 33034
305-242-7700

NPS EVER Designees:
Robert Gantt
305-242-7731
Robert_Gantt@nps.gov

Michael Michener
Chief Ranger
305-242-7739
Michael_Michener@nps.gov

For the County of Miami-Dade, Florida:

Daniella Levine Cava, Mayor
111 N.W. 1st Street
Miami, Florida 33128
(305) 375-5071

Alan Cominsky, Fire Chief
9300 NW 41st Street
Doral, Florida 33178
(786) 331-5112
Alan.cominsky@miamidade.gov

- 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 service 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-2021-001

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** advanced 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 may be produced independently or in collaboration with others; however, in all cases

GENERAL AGREEMENT
FIREFIGHTING / SEARCH AND RESCUE / EMS ASSISTANCE
AGREEMENT NUMBER EVER-2021-001

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 THE WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) set forth below.

THE NATIONAL PARK SERVICE

MIAMI-DADE COUNTY

Signature

Signature

Printed Name and Title

Printed Name and Title

Date

Date

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____

By: _____
Assistant County Attorney

Date: _____

Date: _____