

# MEMORANDUM

Agenda Item No. 8(E)(1)

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

**DATE:** April 5, 2022

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

**SUBJECT:** Resolution approving the terms of and authorizing the County Mayor's execution of a Memorandum of Agreement ("MOA") between the United States Army Garrison-Miami ("USAG-Miami") and Miami-Dade County, through the Miami-Dade Fire Rescue Department, for the provision of fire protection, fire prevention, and emergency medical services, for a term expiring no later than December 31, 2031; authorizing the County Mayor to execute amendments of the MOA and exercise the modification and termination provisions contained therein, provided that such amendments or modifications do not alter the purpose of the MOA

Resolution No. R-303-22

The accompanying resolution was prepared by the Fire Rescue Department and placed on the agenda at the request of Prime Sponsor Chairman Jose "Pepe" Diaz.

  
\_\_\_\_\_  
Geri Bonzon-Keenan  
County Attorney

GBK/uw

# Memorandum



**Date:** April 5, 2022

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

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

**Subject:** Resolution Authorizing the County Mayor or County Mayor's Designee Execution of a Memorandum of Agreement Between the United States Army Garrison-Miami and Miami-Dade County on behalf of the Miami-Dade Fire Rescue Department and Authorizing the County Mayor or County Mayor's Designee to Enter into Future Memorandum of Agreement with United States Army Garrison-Miami

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## **RECOMMENDATION**

It is recommended that the Board of County Commissioners (Board) approve the attached resolution authorizing the County Mayor or County Mayor's designee's execution of the Memorandum of Agreement (MOA), attached to the resolution as Exhibit A, between the United States Army Garrison-Miami (USAG-Miami) and Miami-Dade County on behalf of the Miami-Dade Fire Rescue Department (MDFR) expiring at midnight December 31, 2031 and authorizing the County Mayor or the County Mayor's designee to enter into future MOAs with USAG-Miami in substantially the same form as the attached MOA.

## **SCOPE**

This MOA will provide for services in County Commission District 12.

## **FISCAL IMPACT/FUNDING SOURCE**

Each party agrees to be responsible for their own costs as it relates to emergencies. USAG-Miami will be responsible for the cost for MDRF to perform annual fire prevention inspection of USAG-Miami buildings. The charges for the preventative inspection are governed by Implementing Order 4-123.

## **DELEGATION OF AUTHORITY**

The County Mayor or County Mayor's designee is authorized to execute the MOA between USAG-Miami 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 MOA, and to exercise the renewal, modification, and cancellation provisions contained therein, provided that such amendments and modifications do not alter the purpose of the MOU.

## **TRACK RECORD/MONITOR**

Fire Chief for the MDRF, will monitor this agreement.

**BACKGROUND**

The MOA outlines the roles of the parties in the event the USAG-MIAMI requires MDFR to respond in an emergency. MDFR agrees to respond upon notification and provide the following support 24 hours a day, seven days a week: fire suppression and fire equipment, fire investigation, ambulance and emergency medical services, and rescue of personnel who may have become trapped in USAG-MIAMI located in Miami-Dade County.



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JD Patterson  
Chief Public Safety Officer



## MEMORANDUM

(Revised)

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

**DATE:** April 5, 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)  
4-5-22

RESOLUTION NO. \_\_\_\_\_ R-303-22

RESOLUTION APPROVING THE TERMS OF AND AUTHORIZING THE COUNTY MAYOR’S OR COUNTY MAYOR’S DESIGNEE’S EXECUTION OF A MEMORANDUM OF AGREEMENT (“MOA”) BETWEEN THE UNITED STATES ARMY GARRISON-MIAMI (“USAG-MIAMI”) AND MIAMI-DADE COUNTY, THROUGH THE MIAMI-DADE FIRE RESCUE DEPARTMENT, FOR THE PROVISION OF FIRE PROTECTION, FIRE PREVENTION, AND EMERGENCY MEDICAL SERVICES, FOR A TERM EXPIRING NO LATER THAN DECEMBER 31, 2031; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR’S DESIGNEE TO EXECUTE AMENDMENTS OF THE MOA AND EXERCISE THE MODIFICATION AND TERMINATION PROVISIONS CONTAINED THEREIN, PROVIDED THAT SUCH AMENDMENTS OR MODIFICATIONS DO NOT ALTER THE PURPOSE OF THE MOA

**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:

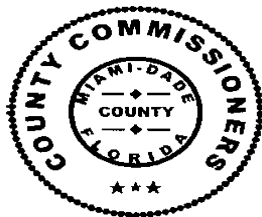
**Section 1.** Approves the terms of and authorizes the County Mayor’s or County Mayor’s designee’s execution of a Memorandum of Agreement (“MOA”), in substantially the form attached hereto as Exhibit A and made a part hereof, between the United States Army Garrison-Miami (“USAG-Miami”), the Executive Agent for United States Southern Command (“USSOUTHCOM”), and Miami-Dade County, through the Miami-Dade Fire Rescue Department (“MDFR”). The purpose of the MOA is for MDFR to provide fire protection, fire prevention, and emergency medical services to USSOUTHCOM Headquarters located at 9301 NW 33rd Street, Miami, Florida 33172, other locations as may be acquired by the United States for USSOUTHCOM’s use in Miami-Dade County, and all USSOUTHCOM/USAG-Miami personnel. The term of the MOA shall expire no later than December 31, 2031.

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

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

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

The Chairperson thereupon declared this resolution duly passed and adopted this 5<sup>th</sup> day of April, 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: **Basia Pruna**  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.

Shanika A. Graves

**MEMORANDUM OF AGREEMENT**  
**BETWEEN**  
**MIAMI-DADE COUNTY**  
**AND**  
**THE UNITED STATES ARMY GARRISON-MIAMI (USAG-MIAMI)**  
**FOR**  
**FIRE AND EMERGENCY SERVICES**  
**AGREEMENT NUMBER IM-W58CGZ-21-008-MOA**

This is a Memorandum of Agreement (MOA) between the United States Army Garrison-Miami and Miami-Dade County through its Miami-Dade Fire Rescue Department (MDFR), collectively referred to as the “Agencies.”

**1. BACKGROUND:**

1.1. This MOA establishes a cooperative connection between Miami-Dade County and the United States Department of the Army, which has designated the Installation Management Command through the USAG-Miami as the Executive Agent for U.S. Southern Command (USSOUTHCOM). The MOA covers USSOUTHCOM's Headquarters (HQ), any other locations in Miami-Dade County that the US may acquire for USSOUTHCOM's use, and all USSOUTHCOM/USAG-Miami personnel.

1.2. The USAG-Miami and USSOUTHCOM HQ are located at 9301 NW 33rd Street, Miami, Florida 33172. The HQ is located on state land and was acquired by lease under the cognizance of the U.S. Army Corps of Engineers. The HQ, adjoining real estate, and other locations acquired in the future, hereinafter USAG-Miami "facilities," will be used by the USAG-Miami for military purposes as authorized by federal law. USAG-Miami does not have the capability to provide its own fire and medical response or fire inspection services.

**2. REFERENCES:**

2.1. 15 U.S. Code § 2210 Reimbursements for costs of firefighting on Federal property, 3 January 2012

2.2. Department of Defense Instruction 4000.19, Support Agreements, 16 December 2020

2.3. DoD Financial Management Regulation (FMR) Volume 11A, Reimbursable Operations Policy

2.4. Army Regulation 5-9, Installation Agreements, 17 April 2018

2.5. Implementing Order 4-123, Miami-Dade County Fire Prevention Fee Schedule, 1 October 2021

**3. PURPOSE:**

3.1. MDFR will provide fire protection, fire prevention, and emergency medical services to USAG-Miami sites on state-owned property under the terms of this MOA. The USAG-Miami facilities listed in Attachment A, as well as any future acquired locations, are covered by this MOA.

3.2. Detailed services provided under this MOA and cost information are shown in Attachment B - Implementing Order 4-123, MDFR Fee Schedule. All rates expressing the unit cost of services provided in this agreement are based on current rates which may be subject to change. The USAG-Miami will be notified immediately of such rate changes.

**4. AGREEMENT OF THE AGENCIES:**

4.1. USAG-Miami Responsibilities – USAG-Miami shall:

4.1.1. Staff its Directorate of Emergency Services (DES) Control Center 24 hours a day, seven days a week. Using contemporary alarm systems connected to the USAG-Miami DES Control Center, provide fire protection alarm monitoring. All alarm activations shall be forwarded to MDFR for physical response. Alarm response to USAG-Miami facilities, shall be limited to notifying internal USAG-Miami security staff of the alarm activation/location via land line and providing patrol response if needed/required.

4.1.2. Repair, sustain, and maintain its alarm system and ensure that any private vendors providing fire alarm system repair, maintenance, or sustainment services are licensed, certified, or otherwise permitted to work on the proprietary fire alarm system.

4.1.3. Provide the MDFR a copy of the Garrison's emergency evacuation SOP and updates as they occur.

4.1.4. Coordinate fire protection program services, including annual documented facility fire inspections in compliance with National Fire Protection Association guidelines. The National Fire Protection Association is recognized as the governing standard for fire protection standards by Department of Defense components.

4.2. The MDFR Responsibilities – MDFR shall provide:

4.2.1. Trained staff to respond to any fire or emergency upon request and notification of emergency conditions.

4.2.2. Basic medical support, hazardous material containment and confinement, and special rescue events involving vehicular and water mishaps, trench, building, and confined space extractions, fire prevention, training, and life and property protection from fire.

4.2.3. Fire suppression, fire equipment, and fire investigation services.

4.2.4. Contact for ambulance and emergency medical services.



4.2.5. Rescue of persons who may have become trapped.

4.2.6. Biological, chemical, radioactive, or explosive responses may be used for support functions that offer less danger, such as further decontamination of the site or materials at the site once the hazard has been reduced.

4.2.7. Non-emergency services.

4.2.7.1. Support and participate in the Installation Annual Antiterrorism and Force Protection Exercise as allowed by mission and capability.

4.2.7.2. Annual Fire Warden training.

4.2.7.3. Annual fire inspections services in accordance with Implementing Order 4-123 for the following buildings:

4.2.7.3.1. Building 1, US Southern Command HQ 416,862 sq. ft. (\$417.22, \$625.83 with Hazardous Materials fee)

4.2.7.3.2. Building 2, Conference Center of the Americas 46,239 sq. ft. (\$160.39, \$240.59 with Hazardous Materials fee)

4.2.7.3.3. Building 3, Installation Services Center 156,639 sq. ft. (\$353.28, \$529.92 with Hazardous Materials fee)

4.2.7.3.4. Building 4, East Guard House 408 sq. ft. (\$30.35, \$45.53 with Hazardous Materials fee)

4.2.7.3.5. Buildings 5/6, West Guard House and Welcome Center 1,624 sq. ft. (\$60.69, \$91.04 with Hazardous Materials fee)

4.2.7.3.6. Based on the listed fees, the estimated annual inspection fees total \$1,532.91.

#### 4.3. Joint Responsibilities –

4.3.1. The MDFR Senior Officer and the USAG-Miami Incident Commander will work together under a unified command system outlined in the National Incident Management System, dated 10 October 2017 or the most recent version. Each organization determines which critical employees will be assigned to the unified command.

4.3.2. Visit each other's activities for guided familiarization tours consistent with local security requirements and, as feasible, to jointly conduct pre-fire planning inspections and emergency drills.

## EXHIBIT A

4.3.3. On advance notification to the Director of Emergency Services, or designee, arrangements will be made for the MDFR's key employees to tour the USAG-Miami facilities or otherwise acquaint themselves with potential emergency scenarios at the USAG-Miami facilities.

4.3.4. The parties to this agreement are permitted and directed to meet and write any specific operational plans and procedures required to carry out this agreement efficiently. The signed parties must ratify such operational plans and processes before they become effective.

4.3.5. The MDFR, USAG-Miami Directorate of Operations staff, Directorate of Emergency Services staff, and the Garrison/Installation Safety Manager will train together as needed to gain a better understanding of the MDFR's equipment and response process.

4.3.6. Personnel accountability will be confirmed using established recall rosters. Each party is responsible for verifying the identity of its own employees.

4.3.7. Determine the location of external staging areas.

4.3.8. MDFR personnel will be invited to engage in relevant simulations, exercises, or other emergency training at the USAG-Miami.

**5. PERSONNEL:** Each Agency is responsible for all costs of its personnel, including pay and benefits, support, as it relates to the emergency response. Each Agency is responsible for supervision and management of its personnel.

## **6. GENERAL PROVISIONS:**

6.1. POINT OF CONTACT: The Agencies will communicate through the following point of contact (POC) during the implementation of this MOA. Upon sufficient notice to the other Agency, each Agency may modify its point of contact. All correspondence and notices to be given pursuant to this MOA will be addressed as follows:

### 6.1.1. MDFR —

6.1.1.1. Primary POC: Fire Chief, Alan R. Cominsky, 786-331-5109 or 786-331-5100, alan.cominsky@miamidade.gov.

6.1.1.2. Alternate POC: Deputy Fire Chief, Raied Jadallah, 786-331-5106, raied.jadallah@miamidade.gov.

### 6.1.2. USAG-Miami —

6.1.2.1. Primary POC: Garrison/Installation Safety Manager, Mr. Jose Melendez, 305-437-1143, jose.r.melendez6.civ@mail.mil.

6.1.2.2. Alternate POC: Director of Emergency Services, Mr. Edward Weeks, 305-437-2175 or 305-437-2677edward.f.weeks2.civ@mail.mil.

## EXHIBIT A

6.1.2.3. Alternate POC: Mr. David Markley, Director of Operations, 305-437-3152, david.s.markley2.civ@mail.mil.

6.1.2.4. Alternate POC: Emergency Manager, Mr. Jaret Mats, 305-437-2570 jaret.c.mats.civ@mail.mil.

6.1.2.5. Emergency Contact including 24-hour contact numbers, are as follows: Department of Emergency Services Desk Sergeant: (305) 437-2347 or (305) 437-2677.

6.2. CORRESPONDENCE: All correspondence to be sent and notices to be given pursuant to this MOA will be addressed, as applicable, to —

6.2.1. MDRF: 9300 NW 41st Street, Doral, Florida 33178

6.2.2. USAG-Miami: 9301 NW 33rd Street, Doral, Florida 33172

6.3. REVIEW OF AGREEMENT: This MOA will be reviewed annually to ensure current year actual costs are identified for accurate customer billing and invoices on or around the anniversary of its effective date and at mid-point in its entirety by both agencies. Mid-Point Review Due Date: December 31, 2027.

6.4. MODIFICATION OF AGREEMENT: This MOA may only be modified by the written agreement of the Agencies, duly signed by their authorized representatives.

6.5. DISPUTES: Any disputes relating to the MOA will, subject to any applicable law, Executive Order, Directive, or Instruction, be resolved by consultation between the Agencies or in accordance with Department of Defense Instruction 4000.19 and Army Regulation 5-9.

6.6. TERMINATION OF AGREEMENT: This MOA may be terminated in writing at will by either Agency.

6.7. TRANSFERABILITY: This MOA is not transferable except with the written consent of the Agencies.

6.8. ENTIRE AGREEMENT: It is expressly understood and agreed that this MOA embodies the entire Agreement between the Agencies regarding the MOA's subject matter; thereby merging and superseding all prior agreements and representations by the Agencies with respect to such subject matter.

6.9. EFFECTIVE DATE: This MOA takes effect beginning on the day after the last Agency signs.

6.10. EXPIRATION DATE: This MOA expires on 31 December 2031.

## EXHIBIT A

6.11. NO THIRD AGENCY BENEFICIARIES. Nothing in this MOA, express or implied, is intended to give to, or will be construed to confer upon, any person or entity not an agency any remedy or claim under or by reason of this MOA. This MOA will be for the sole and exclusive benefit of the Agencies.

6.12. SEVERABILITY. If any term, provision, or condition of this MOA is held to be invalid, void, or unenforceable by a governmental authority and such holding is not or cannot be appealed further, then such invalid, void, or unenforceable term, provision, or condition shall be deemed severed from this MOA and all remaining terms, provisions, and conditions of this MOA shall continue in full force and effect. The Agencies shall endeavor in good faith to replace such invalid, void, or unenforceable term, provision, or condition with valid and enforceable terms, provisions, or conditions which achieve the purpose intended by the Agencies to the greatest extent permitted by law.

6.13. OTHER FEDERAL AGENCIES. This MOA does not bind any federal agency, other than the Agencies, nor waive required compliance with any law or regulation.

### 7. FINANCIAL DETAILS.

7.1. AVAILABILITY OF FUNDS. This MOA does not document the obligation of funds between the Agencies. The obligation of funds by the Agencies, resulting from this MOA, is subject to the availability of funds pursuant to the DoD Financial Management Regulation. No provision in this MOA will be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, Section 1341 of Title 31, United States Code.

7.2. This MOA does not document nor provide for the exchange of funds between the Agencies, nor does it make any commitment of funds or resources as it relates to an emergency. However, the cost for MDRF to perform annual fire prevention inspection of USAG-Miami buildings will be the responsibility of USAG-Miami. The charges for the preventative inspection are governed by Implementing Order 4-123 (Attachment B).

#### 7.3. BILLING AND PAYMENT OF BILLS.

7.3.1. The MDRF will bill the USAG-Miami on an annual basis in accordance with the procedures of the Billing Agency. A record of the transaction will be sent to the USAG-Miami within 30 calendar days after the month in which the transaction occurred.

7.3.2. Payments will be rendered via Government Purchase Card transactions upon receipt of invoice.

### 8. LIST OF ATTACHMENTS:

8.1. Attachment A: Emergency Response/Evacuation Map

8.2. Attachment B: Implementing Order 4-123 MDRF Fee Schedule

**9. AGREED:**

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

**MIAMI DADE COUNTY**

**UNITED STATES ARMY GARRISON-MIAMI**

\_\_\_\_\_  
DANIELLA LEVINE CAVA  
Miami-Dade County Mayor

\_\_\_\_\_  
GRETA M. BUCCELLATO  
Garrison Manager

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

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

Attest: \_\_\_\_\_(SEAL)



## Emergency Response/Evacuation



As of: 24 January 2022