

MEMORANDUM

Agenda Item No. 8(E)(4)

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 ("Agreement") between the Florida Department of Corrections ("Department") and Miami-Dade County, through the Miami-Dade Fire Rescue Department, for services at Everglades Correctional Institution, for a five-year term with one five-year option to renew; authorizing the County Mayor to execute amendments to the Agreement and exercise the renewal and termination provisions contained therein, provided that such amendments do not alter the purpose of the Agreement; authorizing the County Mayor to enter future Agreements with the department for other correctional institutions, for a five-year term with one five-year option to renew; and authorizing the County Mayor to execute amendments to such future Agreements and exercise the renewal and termination provisions contained therein, provided that such amendments do not alter the purpose of the Agreements

Resolution No. R-306-22

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



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

Subject: Resolution Authorizing the County Mayor or County Mayor's Designee's Execution of a Memorandum of Agreement Between the Florida Department of Corrections and Miami-Dade Fire Rescue Department

RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) approve the attached resolution, which

- (1) approves the terms of and authorizes the County Mayor or County Mayor's designee's execution of the of Memorandum of Agreement ("Agreement") between the Florida Department of Corrections and Miami-Dade County, through the Miami-Dade Fire Rescue Department ("MDFR"), for services at Everglades Correctional Institution, 1599 SW 187th Avenue, Miami, FL 33194, for a five-year term with one five-year option to renew;
- (2) authorizes the County Mayor or County Mayor's designee to execute amendments to the Agreement and exercise the renewal and termination provisions contained therein, provided that such amendments do not alter the purpose of the Agreement;
- (3) authorizes the County Mayor or County Mayor's designee to enter future Agreements with the Florida Department of Corrections for other correctional institutions, for a five-year term with one five-year option to renew; and
- (4) authorizes the County Mayor or County Mayor's designee to execute amendments to such future Agreements and exercise the renewal and termination provisions contained therein, provided that such amendments do not alter the purpose of the Agreements

SCOPE

The impact of this item is countywide in nature.

DELEGATION OF AUTHORITY

The County Mayor or County Mayor's designee is authorized to execute the Agreement for services at Everglades Correctional Institution 1599 SW 187th Avenue, Miami, FL 33194 and enter into future agreements for other Florida Department of Corrections correctional institutions. The County Mayor or County Mayor's designee is also authorized to execute amendments of such Agreements, and to exercise the renewal, and termination provisions contained therein, provided that such amendments do not alter the purpose of the Agreements.

FISCAL IMPACT/FUNDING SOURCE

Each party agrees to be responsible for their own costs.

TRACK RECORD/MONITOR

This Agreement will be monitored by Deputy Chief Raied Jadallah, or other supervisory personnel.

BACKGROUND

MDFR currently provides emergency services to Florida Department of Corrections' six correctional facilities located in Miami-Dade County. Specifically, they are the: (1) South Florida Reception Center; (2) Dade Correctional Institution; (3) Homestead Correctional Institution; (4) Miami North Community Release Center; (5) Opa Locka Community Release Center; and (6) Everglades Correctional Institution. This Agreement outlines the roles of the parties in the event the Florida Department of Corrections requires MDFR to respond in an emergency and/or imminent escape as well as provides for education and investigation at said facilities. MDFR agrees to respond upon notification and provide the following support twenty-four hours a day, seven (7) days a week: fire suppression and fire equipment, fire investigation, ambulance and emergency medical services, and rescue of inmates/persons who may have become trapped in Florida Department of Corrections facilities located in Miami-Dade County. MDFR may also provide fire prevention, safety education and participate in simulations, exercises or other emergency training.



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)(4)

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)(4)
4-5-22

RESOLUTION NO. _____ R-306-22

RESOLUTION APPROVING THE TERMS AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE'S EXECUTION OF A MEMORANDUM OF AGREEMENT ("AGREEMENT") BETWEEN THE FLORIDA DEPARTMENT OF CORRECTIONS ("DEPARTMENT") AND MIAMI-DADE COUNTY, THROUGH THE MIAMI-DADE FIRE RESCUE DEPARTMENT, FOR SERVICES AT EVERGLADES CORRECTIONAL INSTITUTION, FOR A FIVE-YEAR TERM WITH ONE FIVE-YEAR OPTION TO RENEW; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE AMENDMENTS TO THE AGREEMENT AND EXERCISE THE RENEWAL AND TERMINATION PROVISIONS CONTAINED THEREIN, PROVIDED THAT SUCH AMENDMENTS DO NOT ALTER THE PURPOSE OF THE AGREEMENT; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO ENTER FUTURE AGREEMENTS WITH THE DEPARTMENT FOR OTHER CORRECTIONAL INSTITUTIONS, FOR A FIVE-YEAR TERM WITH ONE FIVE-YEAR OPTION TO RENEW; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE AMENDMENTS TO SUCH FUTURE AGREEMENTS AND EXERCISE THE RENEWAL AND TERMINATION PROVISIONS CONTAINED THEREIN, PROVIDED THAT SUCH 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. Approves the terms of and authorizes the County Mayor's or County Mayor's designee's execution of a Memorandum of Agreement ("Agreement") between the Florida Department of Corrections ("Department") and Miami-Dade County, through the

Miami-Dade Fire Rescue Department (“MDFR”), in substantially the form attached hereto as Attachment A and made a part hereof. The purpose of the Agreement is to establish the terms and conditions upon which MDFR will provide services at Everglades Correctional Institution, 1599 SW 187th Avenue, Miami, FL 33194. MDFR’s responsibilities include but are not limited to: (1) fire suppression; (2) fire investigation; (3) being a point of contact for ambulance and emergency medical services; (4) certain rescue operations; and (5) fire prevention and safety education. The Agreement shall be in effect for a 5-year term with one option to renew, for an additional 5-year term.

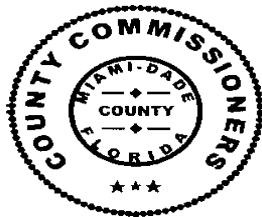
Section 2. Authorizes the County Mayor or County Mayor’s designee to execute amendments to the Agreement and exercise the renewal and termination provisions contained therein, provided that such amendments do not alter the purpose of the Agreement.

Section 3. Authorizes the County Mayor or County Mayor’s designee to enter future Agreements with the Department for the: (1) South Florida Reception Center; (2) Dade Correctional Institution; (3) Homestead Correctional Institutions; (4) Miami North Community Release Center; and (5) Opa Locka Community Release Center. Any such Agreement shall be authorized for a 5-year term with one option to renew, for an additional 5-year term. This Board also authorizes the County Mayor or County Mayor’s designee to execute amendments to such future Agreements and to exercise the renewal and termination provisions contained therein, provided that such amendments do not alter the purpose of said Agreements.

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	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 5th 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

Basia Pruna

By: _____
 Deputy Clerk

Approved by County Attorney as
 to form and legal sufficiency.

Shanika A. Graves

MEMORANDUM OF AGREEMENT**BETWEEN****THE FLORIDA DEPARTMENT OF CORRECTIONS****AND****MIAMI-DADE COUNTY**

This Memorandum of Agreement ("Agreement") is between the Florida Department of Corrections ("Department") and Miami-Dade County, by and through the Miami-Dade Fire Rescue Department ("Agency"), which are the parties hereto.

WITNESSETH

WHEREAS, the Department is responsible for the inmates and for the operation of, and supervisory and protective care, custody, and control of, all buildings, grounds, property, and matters connected with the correctional system in accordance with Section 945.04, Florida Statutes (F.S.);

WHEREAS, the purpose of this Agreement is to establish and maintain support during a fire emergency at the Department's Everglades Correctional Institution ("Institution").

NOW THEREFORE, subject to controlling law, rules, regulations, or to other governing policies and/or procedures, and in consideration of the mutual promises expressed herein, the parties agree as follows:

I. AGREEMENT TERM AND RENEWAL**A. Agreement Term**

This Agreement shall begin on February 6, 2022, or the date it is signed by both parties, whichever is later, and shall end February 5, 2027. In the event this Agreement is signed by the parties on different dates, the latter date shall control.

B. Agreement Renewal

The Department has the option to renew this Agreement, in whole or in part, for up to an additional five (5) years beyond the initial term, upon the same terms and conditions contained herein. Exercise of a renewal option is at the Department's exclusive option and shall be conditioned, at minimum, upon the Agency's performance of the Agreement. The Department, if it desires to exercise its renewal option, will provide written notice to the Agency no later than 30 calendar days prior to the Agreement's expiration date.

II. SCOPE OF AGREEMENT**A. Definitions**

The capitalized terms used in this Agreement, unless the context otherwise clearly requires a different construction and interpretation, have the following meanings:

1. **Agreement Administrator:** The Department employee, or his/her designee, who will maintain the official Agreement Administration file, develop and maintain the Agreement

and all amendments, and maintain the official records of all formal correspondence between the Department and the Agency.

2. **Agreement Manager:** The Department or Agency employee, or his/her designee, responsible for performance oversight and operational management of the Agreement.
3. **Warden:** The Department employee designated as responsible for supervising the governance, discipline, and policy of their assigned correctional institution and to enforce all orders and rules.

B. Agency's Responsibilities

1. The Agency shall contact the Department by the following emergency contact methods:
Warden: (305) 480-4201 or switchboard: (305) 228-2000.
2. In the event the Institution has reason to believe that a fire emergency is imminent, the Agency agrees to respond, upon the Department's notification, 24 hours a day, seven (7) days a week, with the following resources:
 - a. Fire suppression and fire equipment;
 - b. Fire investigation;
 - c. Contact for the ambulance and emergency medical services; and
 - d. Rescue of inmates/persons who may have become trapped.

In addition, the Agency agrees to provide fire prevention and safety education.

3. When participating in applicable simulations, exercises, or other emergency training at the Institution, the Agency's staff shall always be supervised by the Agency's staff in command. At no time shall the Agency's staff be considered to be operating under the supervision, direction, or control of the Institution or the Department.

C. Department's Responsibilities

1. The Department will contact the Agency by the following emergency contact methods:
Fire Chief: telephone: (786) 331-5000 or 911.
2. The Department will provide to the Agency the Institution's site plan reflecting all fire hydrants, sprinkler system, water lines and gas lines.
3. Upon prior notification to the Warden, the Department will make arrangements for the Agency's key staff to tour the Institution, or otherwise familiarize themselves with potential emergency scenarios at the Institution. All the staff responding from both parties will be appropriately trained.
4. The Department will invite the Agency's staff to participate in applicable simulations, exercises, or other emergency training at the Institution.
5. The Department will furnish as much requested support as the Institution is legally and administratively capable of providing; in turn, the Agency agrees to the same.
6. The Department will provide the Agency with a copy of the Department's procedure that address the handling of individuals in the case of an emergency or riot.

D. Joint Responsibilities

1. The Institution and the Agency's command staff will cooperatively manage an emergency on the Institution's property and the Institution and the Agency's command staff will directly supervise their own participating staff.
2. The Institution and Agency staff will report to the Institution's Administration Building which will serve as the external staging area.
3. Each party shall be responsible for verifying the identification of its own staff.

III. FINANCIAL OBLIGATIONS

The parties acknowledge that this Agreement does not create financial obligations between the parties. If costs are incurred as a result of either, or both of the parties performing their duties or responsibilities under this Agreement, each party agrees to be responsible for their own costs.

IV. AGREEMENT MANAGEMENT

A. Agreement Administrator

The title, address, and telephone number of the Agreement Administrator are:

Contract Administrator
Bureau of Procurement
Florida Department of Corrections
501 South Calhoun Street, Suite 328
Tallahassee, Florida 32399-2500
Telephone: (850) 717-9773

B. Agreement Managers

The parties have identified the following individuals as Agreement Managers.

FOR THE DEPARTMENT

Warden
Everglades Correctional Institution
1599 SW 187th Avenue
Miami, Florida 33194
Telephone: (305) 228-2000
Email:
EvergladesCI.WardenOffice@fdc.myflorida.com

FOR THE AGENCY

Alan R. Cominsky, Fire Chief
Miami-Dade Fire Rescue Department
9300 NW 41st Street
Miami, Florida 33178-2414
Telephone: (786) 331-5000
Email: alanrc@miamidade.gov

V. REVIEW AND MODIFICATION

Upon request of either party, both parties will review this Agreement in order to determine whether its terms and conditions are still appropriate. The parties agree to renegotiate terms and conditions hereof if it is mutually determined that significant changes in this Agreement are necessary. There are no obligations for either party to agree to amend the Agreement terms.

Upon execution of this Agreement, with the exception of changes to Section IV. AGREEMENT MANAGEMENT, modifications shall be valid only through the execution of a formal written amendment to the Agreement. Any changes in the information contained in Section IV.

AGREEMENT MANAGEMENT, may be provided to the other party, in writing, and a copy of the written notification shall be maintained in the official Agreement record.

VI. TERMINATION

This Agreement may be terminated at any time upon the mutual consent of both parties, or unilaterally by either party, upon no less than 30 calendar days' written notice. Notice shall be delivered by express mail or other method whereby a receipt of delivery may be obtained.

In addition, this Agreement may be terminated with 24 hours' written notice by the Department or the Agency for any failure of either party to comply with the terms of this Agreement or any applicable Florida law.

VII. OTHER CONDITIONS

A. Public Records Law

The Agency agrees to allow the Department and the public access to any documents, papers, letters, or other materials subject to the provisions of Chapter 119 and Section 945.10, F.S., made or received by the Agency in conjunction with this Agreement. The Parties agree to exchange information and records as permitted by law, policy, and procedure. The Agency's refusal to comply with this provision shall constitute sufficient cause for termination of this Agreement.

B. Sovereign Immunity

The Agency and the Department are State agencies or political subdivisions as defined in Section 768.28, F.S., and agree to be fully responsible for acts and omissions of their own agents or employees to the extent permitted by law. Nothing herein serves as a waiver of sovereign immunity by either party to which sovereign immunity may be applicable. Further, nothing herein constitutes consent by a State agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement.

C. Confidentiality

The Agency shall ensure all staff assigned to this Agreement maintain confidentiality with reference to individuals receiving services in accordance with applicable local, State, and federal laws, rules, and regulations. The Department and the Agency agree that all information and records obtained in the course of providing services under this Agreement shall be subject to confidentiality and disclosure provisions of applicable federal and State statutes and regulations adopted pursuant thereto.

The Agency agrees to keep all Department personnel information (i.e., Department staff telephone numbers, addresses, etc.) strictly confidential and shall not disclose said information to any person, unless released in writing, by the Department.

D. Disputes

Any dispute arising from this Agreement shall be resolved informally by the Agreement Managers. Any dispute that cannot be resolved informally shall be reduced to writing and delivered to the Assistant Deputy Secretary of Institutions. The Assistant Deputy Secretary of Institutions shall decide the dispute, reduce the decision to writing, and deliver a copy to the Agreement Managers and Contract Administrator.

E. Notices

All notices required or permitted by this Agreement shall be given, in writing, and by hand-delivery or email, to the respective addresses of the parties as set forth in Section IV. AGREEMENT MANAGEMENT, above. All notices by hand-delivery shall be deemed received on the date of delivery, and all notices by email shall be deemed received when they are transmitted and not returned as undelivered or undeliverable. Either party may change the names, addresses, or telephone numbers set forth in Section IV. AGREEMENT MANAGEMENT, above by written notice given to the other party as provided above.

F. Prison Rape Elimination Act (PREA)

The Agency shall report any violations of the Prison Rape Elimination Act (PREA), Federal Rule 28 C.F.R. Part 115, to the Agreement Manager.

G. No Third-Party Beneficiaries

Except as otherwise expressly provided herein, neither this Agreement, nor any amendment, addendum, or exhibit attached hereto, nor term, provision, or clause contained therein, shall be construed as being for the benefit of, or providing a benefit to, any party not a signatory hereto.

H. Cooperation with Inspector General

In accordance with Section 20.055(5), F.S., the Agency understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing.

I. Force Majeure

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under this Agreement or interruption of performance resulting directly or indirectly from acts of God, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, pandemics, strikes, or labor disputes.

J. Americans with Disabilities Act

The Agency shall comply with the Americans with Disabilities Act. In the event of the Agency's noncompliance with the nondiscrimination clauses, the Americans with Disabilities Act, or with any other such rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended, in whole or in part, and the Agency may be declared ineligible for further Agreements.

K. Cooperation with the Florida Senate and the Florida House of Representatives

In accordance with Florida law, the Agency agrees to disclose any requested information, relevant to the performance of this Agreement, to members or staff of the Florida Senate or the Florida House of Representatives, as required by the Florida Legislature. The Agency is strictly prohibited from enforcing any nondisclosure clauses conflictive with this requirement.

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

AGENCY:
MIAMI-DADE COUNTY

SIGNED
BY: _____

NAME: _____

TITLE: _____

DATE: _____

FEIN: _____

FLORIDA DEPARTMENT OF CORRECTIONS **Approved as to form and legality, subject to execution.**

SIGNED BY: _____	SIGNED BY: _____
NAME: Trueby K. Bodiford	NAME: Dorothy M. Burnsed
TITLE: Procurement Director	TITLE: Deputy General Counsel
DATE: _____	DATE: _____