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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA**

MEMORANDUM

Agenda Item No. 8(E)(1)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: July 6, 2023

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving Mutual Aid Agreement between Miami-Dade County, through the Miami-Dade Fire Rescue Department, and Ocean Reef Volunteer Fire-Rescue Department for Mutual Emergency Aid during catastrophic events, for a 10-year term, at no cost to the County; and authorizing the County Mayor to execute the agreement and exercise amendment and termination provisions contained therein, provided that any such amendments are consistent with the purpose provided herein

Resolution No. R-591-23

The accompanying resolution was prepared by the Fire Rescue Department and placed on the agenda at the request of Prime Sponsor Commissioner Juan Carlos Bermudez.


Geri Bonzon-Keenan
County Attorney

GBK/uw

Memorandum



Date: July 6, 2023

To: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

From: Daniella Levine Cava
Mayor 

Subject: Resolution Authorizing Execution of Mutual Aid Agreement between Miami-Dade County, through the Miami-Dade Fire Rescue Department, and Ocean Reef Volunteer Fire-Rescue Department

SUMMARY

This item seeks approval to execute a Mutual Aid Agreement (Agreement) between Miami-Dade County, through the Miami-Dade Fire Rescue Department (MDFR), and Ocean Reef Volunteer Fire-Rescue Department (Ocean Reef). The Agreement authorizes MDFR and Ocean Reef to provide or receive emergency aid during certain catastrophic events. There is currently no agreement with Ocean Reef for mutual aid. The Agreement shall be for a ten-year term, at no cost to the County. Miami-Dade County has a similar agreement with Key Largo Fire Rescue and Emergency Medical Services District.

RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) approve the attached resolution authorizing the County Mayor or County Mayor's designee to execute the Agreement, attached thereto as Exhibit A, between Miami-Dade County, through MDFR, and Ocean Reef for emergency aid during catastrophic events.

SCOPE

This Agreement, attached to the resolution as Exhibit A, authorizes the provision of emergency aid during catastrophic events, manmade or natural, such as hurricanes, tornadoes, large structural fires and/or mass casualty incidents. The Agreement authorizes MDFR and Ocean Reef to provide or receive assistance during catastrophic events, when the impacted jurisdiction is unable to adequately address service needs due to the magnitude of such events. Mutual aid shall not include ordinary events for which the responsible jurisdiction has determined it will not have adequate equipment and/or support.

FISCAL IMPACT/FUNDING SOURCE

There is no fiscal impact to the County.

TRACK RECORD/MONITOR

The MDFR Fire Chief or the MDFR Fire Chief's designee will monitor this Agreement.

DELEGATION OF AUTHORITY

Upon approval by the Board, the County Mayor or County Mayor's designee will have the authority to execute the Agreement and exercise the amendment and termination provisions contained therein, provided that any such amendments are consistent with the purpose provided herein.

BACKGROUND

Ocean Reef requested an agreement with Miami-Dade County that would be operative during certain emergencies or disasters that are too great for the impacted jurisdiction to address without assistance. MDFR and Ocean Reef agree to respond upon notification, if necessary, resources are available, and provide aid during a catastrophic event, manmade or natural, such as hurricanes, tornadoes, large structural fires and/or mass casualty incidents that, due to the magnitude of such event, poses a hardship on the impacted jurisdiction's ability to respond with adequate service. Mutual aid shall not include ordinary events for which the responsible jurisdiction has determined it will not have adequate equipment and/or support.

Ocean Reef is currently its own stand-alone, single station, combination fire-rescue department. They contract with Monroe County for police services, but not fire-rescue. Current staffing is a rescue truck, engine company, ladder truck, and chief. Additionally, with on duty personnel, they "tender" a "fireboat" (limited fire suppression or dive capabilities) and are purchasing an ARFF truck for potential airplane incidents at their airport. They do have a mutual-aid agreement with Monroe as well. With the addition of several south Homestead MDFR stations over the past 10 years, an agreement with MDFR could provide valuable assets should they request them.

Mutual aid assistance shall be requested by the MDFR Fire Chief or Ocean Reef Fire Chief or their designees. The Agreement further outlines the roles of the parties.



Alfredo "Freddy" Ramirez III
Chief of Safety and Emergency Response



MEMORANDUM

(Revised)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: July 6, 2023

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)
7-6-23

RESOLUTION NO. R-591-23

RESOLUTION APPROVING MUTUAL AID AGREEMENT BETWEEN MIAMI-DADE COUNTY, THROUGH THE MIAMI-DADE FIRE RESCUE DEPARTMENT, AND OCEAN REEF VOLUNTEER FIRE-RESCUE DEPARTMENT FOR MUTUAL EMERGENCY AID DURING CATASTROPHIC EVENTS, FOR A 10-YEAR TERM, AT NO COST TO THE COUNTY; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE AGREEMENT AND EXERCISE AMENDMENT AND TERMINATION PROVISIONS CONTAINED THEREIN, PROVIDED THAT ANY SUCH AMENDMENTS ARE CONSISTENT WITH THE PURPOSE PROVIDED HEREIN

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 foregoing recital, which is incorporated herein by reference.

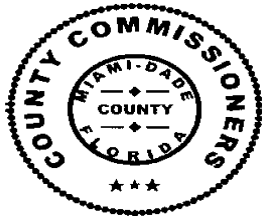
Section 2. Approves the Mutual Aid Agreement, in substantially the form attached hereto and incorporated herein as Exhibit A, between Miami-Dade County, through the Miami-Dade Fire Rescue Department, and Ocean Reef Volunteer Fire Rescue Department for mutual emergency aid during catastrophic events, manmade or natural, such as hurricanes, tornadoes, large structural fires or mass casualty events. The Agreement shall be for a 10-year term, at no cost to the County.

Section 3. Authorizes the County Mayor or County Mayor's designee to execute the Mutual Aid Agreement for and on behalf of Miami Dade County, and to exercise the amendment and termination provisions contained therein, provided that any such amendments are consistent with the purpose provided in section 2.

The foregoing resolution was offered by Commissioner **Danielle Cohen Higgins** , who moved its adoption. The motion was seconded by Commissioner **Juan Carlos Bermudez** and upon being put to a vote, the vote was as follows:

Oliver G. Gilbert, III, Chairman	aye		
Anthony Rodríguez, Vice Chairman	aye		
Marleine Bastien	aye	Juan Carlos Bermudez	aye
Kevin Marino Cabrera	aye	Sen. René García	absent
Roberto J. Gonzalez	aye	Keon Hardemon	absent
Danielle Cohen Higgins	aye	Eileen Higgins	aye
Kionne L. McGhee	aye	Raquel A. Regalado	absent
Micky Steinberg	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 6th day of July, 2023. 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

JUAN FERNANDEZ-BARQUIN, CLERK

By: **Basia Pruna**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Shanika A. Graves

**MUTUAL AID AGREEMENT
FOR
FIRE PROTECTION AND RESCUE SERVICES
BETWEEN
THE MIAMI-DADE COUNTY
AND
OCEAN REEF VOLUNTEER FIRE DEPARTMENT**

THIS AGREEMENT is by and between MIAMI-DADE COUNTY (the "COUNTY"), a political subdivision existing under the laws of the State of Florida, through the MIAMI-DADE COUNTY FIRE RESCUE DEPARTMENT (hereinafter referred to as Miami-Dade Fire Rescue), and the OCEAN REEF VOLUNTEER FIRE DEPARTMENT (ORVFD) (hereinafter referred to as "Ocean Reef"), collectively referred to as the "Parties."

WITNESSETH

WHEREAS, Ocean Reef and Miami-Dade Fire Rescue have established and maintain Fire Departments with firefighting equipment, emergency medical equipment and firefighting personnel; and

WHEREAS, the boundaries of the Miami-Dade Fire Rescue Department and Ocean Reef are adjacent, and

WHEREAS, the Parties deem it desirable to have an agreement (the "Agreement") that would be operative for their mutual benefit during certain emergencies or disasters that are too great for the impacted jurisdiction to address without assistance,

NOW, THEREFORE, it is agreed by and between the Parties that each shall assist the other under the following stipulations, provisions and conditions:

1. DEFINITIONS:

For the purpose of this Agreement, the following definitions shall apply.

- A. *Mutual Aid* means assistance that may be rendered during a catastrophic event, manmade or natural, that because of the magnitude of the event, poses a hardship on the ability of the jurisdiction having authority to respond with adequate services, (e.g., hurricanes, tornadoes, large structural fires, mass casualty incidents). Mutual Aid shall not include ordinary events for which the responsible jurisdiction has determined it will not have adequate equipment and/or support.
- B. *Requesting Party* means the jurisdiction having the authority and responsibility to respond to the disaster for which Mutual Aid is being sought.
- C. *Responding Party* means the jurisdiction being contacted by the Requesting Party to provide Mutual Aid assistance.

2. MUTUAL AID ASSISTANCE

Mutual Aid assistance shall be requested by the Ocean Reef Fire Chief or Miami-Dade Fire Rescue Department Fire Chief or their designees.

If available, equipment shall be dispatched as requested by the Requesting Party. The number of such pieces and the amount of personnel dispatched shall be at the sole discretion of the Responding Party.

Notwithstanding any provision of this Agreement to the contrary, the Parties may decline to provide assistance if, for example, by doing so its own jurisdiction would not be afforded adequate coverage. The Responding Party shall advise the Requesting Party immediately if such a condition exists.

3. LIABILITY/INDEMNIFICATION

The COUNTY and the Ocean Reef do not assume any liability for the acts, omissions, or negligence of the other Party.

To the extent permitted by law and as limited by Section 768.28, Florida Statutes, whereby the COUNTY shall not be held liable to pay a personal injury or property damage claim or judgment by any one person, which exceeds the sum of \$200,000, or any claim or judgment paid by the COUNTY arising out of the same incident or occurrence, which exceeds the sum of \$300,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action, which may arise as a result of the COUNTY's negligence, the COUNTY shall indemnify the Ocean Reef, its officers, agents and employees for any and all liability, losses or damages, including attorney's fees and costs of defense, which the Ocean Reef, its officers, agents and employees may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, or relating to, or resulting solely from the negligence of the COUNTY, its officers, agents or employees in the performance of this Agreement.

The Ocean Reef shall indemnify and hold harmless the COUNTY and its officers, employees, agents, and instrumentalities from any and all liability, losses, or damages, including attorneys' fees and costs of defense, which the COUNTY or its officer, employees, agents, or instrumentalities may incur as a result of claims, demands, suits, causes of action or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Ocean Reef or its employees, agents, servants, partners, principals or subcontractors. The Ocean Reef shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the COUNTY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees that may issue thereon. Provided, however, this indemnification shall only be to the extent and within the limitations of Section 768.28, Florida Statutes, to the extent said provision is applicable to the Ocean Reef.

Nothing contained in this section shall be construed to be a waiver by the County or the Ocean Reef of any protections under sovereign immunity, Section 768.28, Florida Statutes, or any other similar provision of law. Further, nothing contained herein shall be construed to be a consent by either the COUNTY or the Ocean Reef to be sued by third parties in any matter arising out of this Agreement or any other agreement.

4. REIMBURSEMENT

The Responding Party shall not receive payment or be reimbursed by the Requesting Party for any expenses or the like incurred in connection with services provide under this Agreement. Nothing herein prevents the Parties from receiving reimbursements from FEMA or any other state or federal reimbursement programs.

5. TERM

This Agreement will be in effect for a ten-year term. This Agreement may be terminated by either Party after providing a minimum of thirty (30) days written notice of intent to terminate said Agreement.

6. MISCELLANEOUS

(a) **Officer in Charge, Service Standard** - While providing Mutual Aid in the area where the emergency exists, the Responding Party personnel shall be subject to the orders and directions of the officer in charge of the operations for the Requesting Party. The Requesting Party shall utilize National Fire Protection Standard 1500 to ensure that the Incident Command System, the Personnel Accountability System and the 2-in/2-out standards are adhered to.

(b) **Application of Agreement** - This Agreement shall apply only to emergencies existing within the jurisdiction of Miami-Dade County and the Ocean Reef.

(c) **Conflict Resolution** - Any disputes between the Parties arising from this Agreement shall be resolved by the Miami-Dade Fire Rescue Fire Chief and the Ocean Reef's authorized representative.

(d) **Totality of Agreement** - This Agreement incorporates and includes all prior negotiations, correspondence, agreements, or understandings between the Parties.

(e) The Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document.

(f) **Amendment** - No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

(g) **Severability** - In the event any provision of this Agreement shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the Parties. One or more waivers by either Party of any breach of any provision, term, condition, or covenant shall not be construed as a waiver of a subsequent breach by a Party.

7. DRAFTING; NEUTRAL INTERPRETATION

Each Party recognizes that this is an agreement for mutual aid, and, therefore, each Party acknowledges and agrees that they have had the opportunity to consult with legal counsel of their choice. Each Party has cooperated in the drafting, negotiation, and preparation of this Agreement. In any construction to be made of this Agreement, this Agreement shall be interpreted neutrally, and no rule of construction shall be construed against either Party on the basis of that Party being the drafter of such language.

8. EFFECTIVE DATE

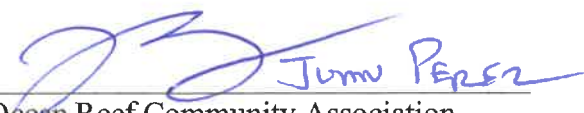
This Agreement shall take effect upon execution by the Parties and remain in effect until terminated or superseded by a new agreement.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

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

**OCEAN REEF VOLUNTEER FIRE
RESCUE DEPARTMENT**

MIAMI-DADE COUNTY



Ocean Reef Community Association
President

Mayor or Mayor's Designee

Date: 6/2/2023

Date: _____

Approved as to form and legal Sufficiency

Miami-Dade County Attorney



Ocean Reef Volunteer Fire Department
Fire Chief

Attest

Miami-Dade Clerk