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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: February 6, 2024

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution retroactively approving the terms of and authorizing the County Mayor's execution of a no-cost Memorandum of Agreement ("MOA") between Homestead Air Reserve Base Fire Department and Miami-Dade County, through the Miami-Dade Fire Rescue Department, authorizing use of the parties' training facilities for a three-year term; and authorizing the County Mayor to execute amendments to the MOA and exercise the modification and termination provisions contained therein, provided that any such amendments or modifications do not alter the purpose or cost of the MOA

Resolution No. R-90-24

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


Geri Bonzon-Keenan
County Attorney

GBK/ks

MDC001

Memorandum



Date: February 6, 2024

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

From: Daniella Levine Cava 
Mayor

Subject: Resolution Retroactively Authorizing the County Mayor's or County Mayor's Designee's Execution of a Memorandum of Agreement Between the Homestead Air Reserve Base Fire Department and Miami-Dade County on behalf of the Miami-Dade Fire Rescue Department

Summary

This Memorandum of Agreement (MOA) between Homestead Air Reserve Base Fire Department, the 482d Fire Department (HARBFD) and Miami-Dade County on behalf of Miami-Dade Fire Rescue (MDFR) authorizes: (a) HARBFD personnel to use Miami-Dade Structural training facilities located at Miami-Dade Fire Training facility; and (b) MDRF personnel to use the Homestead Air Reserve Base's live aircraft fire training facility. The use of these facilities is needed for the training of personnel from HARBFD and MDRF to meet National Fire Protection Association (NFPA) and Federal Aviation Administration (FAA) standards and practices. This is a no-cost agreement with a term of three years.

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the attached resolution retroactively authorizing the County Mayor's or County Mayor's designee's execution of the MOA, attached to the resolution as Exhibit A, between the HARBFD and Miami-Dade County on behalf of MDRF. It is also recommended that the Board authorize the County Mayor or County Mayor's designee to execute amendments and exercise the modification and termination provisions contained therein, provided that any such amendments or modifications do not alter the purpose or cost of the MOA.

Scope

The scope of this item is countywide.

Delegation of Authority

The County Mayor or County Mayor's designee is authorized to amend the MOA, and to exercise the modification and termination provisions contained therein, provided that any such amendments or modifications do not alter the purpose or cost of the MOA.

Fiscal Impact/Funding Source

Each party agrees to be responsible for their own costs as it relates to their training, including the cost of fuel. Miami-Dade Airport Department will cover all training costs incurred by MDRF personnel under this MOA.

Track Record/Monitor

The Division Fire Chief or his/her designee will monitor this agreement for MDRF.

Background

The MOA outlines the roles and responsibilities of the parties as it relates to the use of Miami-Dade Structural training facility and Homestead Air Reserve Base's live aircraft fire training facility for the training of personnel. The FAA issues regulations and prescribes standards for the training of aircraft rescue firefighters (ARFF) in certificated airports under Title 14 Code of Federal Regulations Part 139 and requires all ARFF personnel to participate in at least one live-fire drill every 12 consecutive calendar months. This drill must include at least a pit fire with an aircraft mock-up, using enough fuel to provide a fire that simulates realistic fire conditions. MDFR conducts live-fire aircraft training twice a year and uses the HARBFD live aircraft fire training facility for same. HARBFD uses the Miami-Dade Structural training facilities for flashover training as well as their Confined Space training. The Parties individual training facilities do not provide optimal locations or environments for them to conduct all of their required trainings.

HARBFD and MDFR trainings are consistent with NFPA standards and practices that are designed to improve fire safety. The following standards are specific to the trainings: NFPA 1403 Standard on Live Fire Training Evolutions, NFPA 1003 Standard for Airport Fire Rescue and Fire Fighting Services Professional Qualification, and NFPA 405 Recommended Practices for Recurring Proficiency Training of an aircraft. The trainings also comply with other applicable NFPA standards, FAA requirements, and fire service standards and practices.



JD Patterson
Interim Chief of Public Safety



MEMORANDUM

(Revised)

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

DATE: February 6, 2024

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)
2-6-24

RESOLUTION NO. R-90-24

RESOLUTION RETROACTIVELY APPROVING THE TERMS OF AND AUTHORIZING THE COUNTY MAYOR'S OR COUNTY MAYOR'S DESIGNEE'S EXECUTION OF A NO-COST MEMORANDUM OF AGREEMENT ("MOA") BETWEEN HOMESTEAD AIR RESERVE BASE FIRE DEPARTMENT AND MIAMI-DADE COUNTY, THROUGH THE MIAMI-DADE FIRE RESCUE DEPARTMENT, AUTHORIZING USE OF THE PARTIES' TRAINING FACILITIES FOR A THREE-YEAR TERM; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE AMENDMENTS TO THE MOA AND EXERCISE THE MODIFICATION AND TERMINATION PROVISIONS CONTAINED THEREIN, PROVIDED THAT ANY SUCH AMENDMENTS OR MODIFICATIONS DO NOT ALTER THE PURPOSE OR COST OF THE MOA

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying County Mayor's 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. Incorporates and approves the foregoing recital, as if fully set forth herein.

Section 2. Retroactively approves the terms of and authorizes the County Mayor's or County Mayor's designee's execution of a no-cost Memorandum of Agreement ("MOA"), attached hereto and incorporated herein as Exhibit A, between the Homestead Air Reserve Base Fire Department and Miami-Dade County, through the Miami-Dade Fire Rescue Department ("MDFR"). The MOA authorizes: (a) Homestead Air Reserve Base Fire Rescue personnel to use Miami-Dade Structural training facilities; and (b) Miami-Dade Fire Rescue Department personnel to use Homestead Air Reserve Base's live aircraft fire training facility. The term of the MOA shall be for three years.

Section 3. Authorizes the County Mayor or County Mayor's designee to execute amendments to the MOA and exercise the modification and termination provisions contained therein, provided that such amendments or modifications do not alter the purpose or cost of the MOA.

The foregoing resolution was offered by Commissioner **Eileen Higgins**, who moved its adoption. The motion was seconded by Commissioner **Anthony Rodriguez** 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	aye
Danielle Cohen Higgins	aye	Eileen Higgins	aye
Kionne L. McGhee	aye	Raquel A. Regalado	aye
Micky Steinberg	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 6th day of February, 2024. 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

Exhibit A

MEMORANDUM OF AGREEMENT BETWEEN
THE HOMESTEAD AIR RESERVE BASE FIRE DEPARTMENT (HARB-FD)
AND
MIAMI-DADE COUNTY
FOR USE OF TRAINING FACILITIES

This is a memorandum of agreement (MOA) between the Homestead Air Reserve Base Fire Department (HARBFD), also known as the 482d Fire Department, and Miami-Dade County, through the Miami-Dade Fire Rescue Department (MDFR). When referred to collectively, HARBFD and the MDFR are referred to as the "Parties."

1. BACKGROUND: The Federal Aviation Administration (FAA) issues regulations and prescribes standards for the training of aircraft rescue firefighters (ARFF) in certificated airports under Title 14 Code of Federal Regulations Part 139 and requires all ARFF personnel to participate in at least one live fire drill every 12 consecutive calendar months. This drill must include at least a pit fire with an aircraft mock-up, using enough fuel to provide a fire that simulates realistic fire conditions. MDFR conducts live-fire aircraft training twice a year and can use HARBFD live aircraft fire training facility for the same. HARBFD can use the Miami-Dade Structural training facilities for flashover training as well as their Confined Space trainer. The Parties individual training facilities do not provide optimal locations or environments for them to conduct all of their required trainings.

2. AUTHORITY: 10 U.S.C. 2336; Department of Defense Instruction (DoDI) 4000.19, Support Agreements, Air Force Instruction (AFI) 25- 201, Intro-service, Inter-agency, and Inter-agency Support Agreement Procedures; Air Force Policy Directive (AFPD) 90-22, Air Force Community Partnership Program.

3. PURPOSE: This MOA authorizes: (a) HARBFD personnel to use Miami-Dade Structural training facility; and (b) MDFR personnel to use Homestead live aircraft fire training facility.

4. RESPONSIBILITIES OF THE PARTIES:

4.1. HARBFD and MDFR will be restricted to the respective constraints and responsibilities described herein:

4.1.2. All training will comply with: National Fire Protection Association (NFPA) 1403 Standard on Live Fire Training Evolutions, NFPA 1003 Standard for Airport Fire Rescue and Fire Fighting Services Professional Qualification, and NFPA 405 Recommended Practices for Recurring Proficiency Training of Aircraft.

4.1.3. The trainings will also comply with all other applicable NFPA standards, Federal Aviation Administration (FAA) requirements, and fire service standards and practices

4.1.4. HARBFD Training Facility and MDFR Training Facility and all associated props will be operated in accordance with all other applicable NFPA standards, FAA requirements, and fire service standards and practices.

4.1.5. Each party shall provide the personnel required to operate their respective training facility and all associated props. HARBFD will operate the Aircraft Trainer when MDRF is training on Homestead Air Reserve Base and MDRF will operate its props when HARBFD is training on MDRF props.

4.1.6. Each party will provide the following for their own training exercises: a) Training staff to supplement each agency's training personnel; b) their own respective fire equipment and vehicles to fight the fires with on the training props; and c) all equipment including personal protective equipment, self-contained breathing apparatuses (SCBA), hoses, tools and other equipment.

4.1.7. MDRF will provide the capability to refill SCBA bottles, safety officers, and standby medical personnel to comply with NFPA 1403, and rehab resources if required.

4.1.8. HARBFD will ensure a full tank of propane is available prior to MDRF's training and MDRF will top off fuel that is used after their training is completed.

4.2. Both parties:

4.2.1. Agree to coordinate, in writing, at least 14 days in advance of each training event. In general, this coordination will consist of a written request for specific access to facilities and total number of firefighters to be trained.

4.2.2. Agree that approval of all events is subject to availability of the facilities at the convenience of MDRF, and scheduling at the convenience of HARBFD. Once scheduled, any specific event may be postponed or cancelled by either party, at any time, for any reason, and without any specific notice.

4.2.3. Will develop a training curriculum and safety plan for each training exercise. Both agencies' training staff will then review and approve the plans submitted.

5. PERSONNEL:

5.1. Each party is responsible for all costs of personnel, including pay and benefits, support, and travel. Each party is responsible for supervision and management of its own personnel.

6. GENERAL PROVISIONS:

6.1. POINTS OF CONTACT: The following points of contact (POC) will be used by the Parties to communicate in the implementation of this MOA. Each party may change its point of contact upon reasonable notice to the other party.

6.1.1. For Homestead Air Reserve Base Fire Department:

6.1.1.1. Primary POC: Mr. Americo J. Mendez (786-415-8825), Training Chief 482 MSG/CEF

6.1.1.2. Alternate POC: Mr. Alain Diaz (786-415-7102), Health and Safety Officer 482 MSG/CEF

6.1.2. For Miami-Dade Fire Rescue: Nicholas Morgado (786-331-4202), MDRF Training & Safety Division Chief

6.1.2.1. Primary POC: Omar Ricardo, (786-336-6592), MDRF Airport Operations Division Chief

6.1.2.2. Alternate POC: Greg Logue, (786-336-6593), MDRF Airport Operations Division Special Projects Chief

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

6.2.1. 482 MSG/CE FT

12449 Ploesti Rd.

HARB, FL 33039

6.2.2. Miami-Dade Airport Operations Division

9300 NW 41st Street

Doral, FL 33178

6.3. REVIEW OF AGREEMENT: This MOA will be reviewed no less often than mid-point on or around the anniversary date in its entirety.

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

6.5. DISPUTES: Any disputes relating to this MOA, will be subject to any applicable law, Executive Order Directive, or Instruction, be resolved by mutual consultation between the parties or in accordance with DoDI 4000.19.

6.6. TERMINATION OF AGREEMENT: This MOA may be terminated by either party by giving at least 180 days written notice to the other party. The MOA may also be terminated at any time upon the mutual written consent of the Parties.

6.7. TRANSFERABILITY: This Agreement is non-transferable.

6.8. ENTIRE AGREEMENT: It is expressly understood and agreed that this MOA embodies the entire agreement between the Parties regarding the MOA's subject matter.

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

6.10. EXPIRATION DATE: This Agreement expires (3) years from the last signed Date.

6.11. NO THIRD-PARTY BENEFICIARIES. Nothing in this MOA, express or implied, is intended to give, or will be construed to confer upon, any person or entity not a party any remedy or claim under or by reason of this MOA and this MOA will be for the sole and exclusive benefit of the Parties.

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 the MOA shall continue in full force and effect. The Parties 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 Parties to the greatest extent permitted by law.

7. FINANCIAL DETAILS:

7.1. AVAILABILITY OF FUNDS: This MOA does not document the obligation of funds between the Parties. The obligation of funds by the Parties, 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.

8. LIABILITY RELEASE:

8.1. The parties fully understand and acknowledge that (a) there are dangers and risks of injury or death that inherently exist in participation in these particular activities; (b) participation in such activities and/or use of such equipment may result in injury or illness including, but not limited to, bodily injury, disease, strains, fractures, partial or total paralysis, other ailments that could cause serious disability, or death; and (c) these risks and dangers may be caused by the negligence of any person participating in the activities, and may arise from foreseeable or unforeseeable causes.

8.2. The parties fully understanding the inherent risks involved. Each party and its personnel hereby release the other party and its personnel for any injuries, losses and/or damages, including those caused solely or in part by the negligence of any other person. Furthermore, each party and its personnel agree to discharge and release, hold harmless, defend, and indemnify the other party, its personnel, and its organizations and/or parent agencies, from any and all claims, suits, or causes of action by others for bodily injury, property damage, or other damages which may arise out of participation in the activities set forth in this MOA, including claims arising from any other party's negligence. This release and hold harmless provision shall be binding on all heirs, executors, administrators, creditors and assigns as if duly executed by any or each of them.

9. LIST OF ATTACHMENTS: Not Applicable

For the Approving Authority for
Homestead Air Reserve Base Fire Dept.

For the Approving Authority for Miami-Dade
County

PADGETT.JOSHUA.G
ARRET.1117228475

Digitally signed by
PADGETT.JOSHUA.GARRET.111
7228475
Date: 2023.10.10 16:38:45 -04'00'

JOSHUA G. PADGETT, Colonel, USAF
Commander, 482d Fighter Wing

✂

Daniella Levine Cava
Mayor or Mayor's Designee

JD Patterson
Chief of Preparedness
and Forensics

10 Oct 2023

DATE

1/2/2024

DATE

Approved by County Attorney as
to form and legal sufficiency.