

MEMORANDUM

Agenda Item No. 8(E)(2)

TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

DATE: February 4, 2025

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving Emergency Mutual Aid Agreement between Miami-Dade County, through the Miami-Dade Fire Rescue Department, and City of Miramar Fire-Rescue Department for mutual aid during certain emergencies, disasters, or catastrophic events for a 10-year term, at no projected 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-117-25

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

Memorandum



Date: February 4, 2025

To: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

From: Daniella Levine Cava
Mayor 

Subject: Resolution Authorizing Execution of Emergency Mutual Aid Agreement between Miami-Dade County, through the Miami-Dade Fire Rescue Department, and City of Miramar Fire-Rescue Department

SUMMARY

This item seeks approval to execute a Emergency Mutual Aid Agreement (Agreement) between Miami-Dade County, through the Miami-Dade Fire Rescue Department (MDFR), and the City of Miramar Fire-Rescue Department (Miramar). The Agreement authorizes MDFR and Miramar to provide or receive emergency aid for mutual benefit during certain major disasters or emergencies that are too great for the impacted jurisdiction to handle alone. MDFR has similar agreements with Ocean Reef, Key Largo and Homestead Airforce Base. There is currently no agreement with Miramar for mutual emergency aid. The Agreement shall be for a ten-year term, at no cost to the County.

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 Miramar for emergency mutual aid during certain major disasters or emergencies such as hurricanes, tornadoes, wild or large structural fires or mass casualty events that are too great for the impacted jurisdiction to address without assistance.

SCOPE

This Agreement, attached to the resolution as Exhibit A, authorizes the provision of emergency aid for mutual benefit during certain major disasters or emergencies that are too great for the impacted jurisdiction to address without assistance. Emergency 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

After certain major disasters or emergencies, such as those covered in this Agreement, the Federal Emergency Management Agency's (FEMA) Public Assistance Program provides grants to state, tribal, territorial, and local governments so communities may respond promptly to such events and commence recovery efforts. As such, there is no projected 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

Miami-Dade Fire Rescue and Miramar Fire Rescue are both requesting to formalize an Emergency Mutual Aid Agreement. Miami-Dade Fire Rescue maintains MAAs with all neighboring fire-rescue agencies and has identified that one with the City of Miramar does not exist. Both parties deem it desirable to have an Agreement that would be operative for their mutual benefit during certain major emergencies, disasters, or catastrophic events, 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, wildfires, mass casualty incidents). Emergency mutual aid does not include ordinary events for which the responsible jurisdiction has determined it will not have adequate equipment and/or support.

Emergency mutual aid assistance shall be requested by the MDFR Fire Chief or Miramar Fire Chief or their designees. The Agreement further outlines the roles of the parties.



James Reyes
Chief, Public Safety



MEMORANDUM

(Revised)

TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

DATE: February 4, 2025

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 ____, majority plus one ____, 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) ____, 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)
2-4-25

RESOLUTION NO. R-117-25

RESOLUTION APPROVING EMERGENCY MUTUAL AID AGREEMENT BETWEEN MIAMI-DADE COUNTY, THROUGH THE MIAMI-DADE FIRE RESCUE DEPARTMENT, AND CITY OF MIRAMAR FIRE-RESCUE DEPARTMENT FOR MUTUAL AID DURING CERTAIN EMERGENCIES, DISASTERS, OR CATASTROPHIC EVENTS FOR A 10-YEAR TERM, AT NO PROJECTED 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 Emergency 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 the City of Miramar Fire-Rescue Department for mutual aid during certain major emergencies, disasters, or catastrophic events, manmade or natural, that because of the magnitude of the event, poses a hardship on the ability of the jurisdiction having authority to respond to do so without assistance. The Agreement shall be for a 10-year term, at no projected 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 **Marleine Bastien** , who moved its adoption. The motion was seconded by Commissioner **Raquel A. Regalado** and upon being put to a vote, the vote was as follows:

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

The Chairperson thereupon declared this resolution duly passed and adopted this 4th day of February, 2025. 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.

A handwritten signature in black ink, appearing to be "JZ", is written over a horizontal line.

Javier Zapata

EXHIBIT A

Office of the City Clerk

**EMERGENCY MUTUAL AID AGREEMENT
FOR
FIRE PROTECTION AND RESCUE SERVICES
BETWEEN
THE MIAMI-DADE COUNTY
AND
CITY OF MIRAMAR FIRE-RESCUE 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 CITY OF MIRAMAR FIRE-RESCUE DEPARTMENT (hereinafter referred to as "City of Miramar"), collectively referred to as the "Parties."

WITNESSETH

WHEREAS, the City of Miramar and Miami-Dade County 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 the City of Miramar Fire-Rescue Department 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 major 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 certain major emergencies, disasters, or catastrophic events, 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, wildfires, 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.

EXHIBIT A

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 Miramar Fire Rescue Department 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 City of Miramar ("CITY") 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 CITY, its officers, agents and employees for any and all liability, losses or damages, including attorney's fees and costs of defense, which the CITY, 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.

To the extent permitted by law and as limited by Section 768.28, Florida Statutes, whereby the CITY 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 CITY 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,

EXHIBIT A

liabilities, losses or causes of action, which may arise as a result of the CITY's negligence, the CITY shall indemnify the COUNTY, its officers, agents and employees for any and all liability, losses or damages, including attorney's fees and costs of defense, which the COUNTY, 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 CITY, its officers, agents or employees in the performance of this Agreement.

Nothing contained in this section shall be construed to be a waiver by the COUNTY or the CITY 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 CITY 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 provided under this Agreement. Nothing herein prevents the Parties from receiving reimbursements from FEMA or any other state or federal reimbursement programs.

5. TERMINATION

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 City of Miramar.

(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 City of Miramar's authorized representative.

EXHIBIT A

(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

EXHIBIT A

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

CITY OF MIRAMAR

MIAMI-DADE COUNTY

See signature page.
~~Mayor or Mayor's Designee~~

Mayor or Mayor's Designee

Date: _____

Date: _____

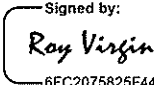
Approved as to form and legal sufficiency.

Miami-Dade County Attorney

Attest

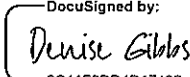
Miami-Dade Clerk

CITY OF MIRAMAR, FLORIDA

By: 
6FC2075825F4418...
Dr. Roy L. Virgin, City Manager

Date: 10/7/2024

ATTEST:


2C41F9DD4D17482...
Denise A. Gibbs, City Clerk 10/7/2024

Approved as to form and legal sufficiency
for the use of and reliance by the City of
Miramar only:

By 
Austin Pamies Norris Weeks Powell, P.L.L.C
City Attorney

Name of Agreement

MDC013

E-Verify

In accordance with Florida Statutes §448.095, the Contractor, prior to commencement of services or payment by the City, will provide to the City proof of participation/enrollment in the E-Verify system of the Department of Homeland Security. Evidence of participation/enrollment will be a printout of the Company's "Company Profile" page from the E-Verify system. Failure to be continually enrolled and participating in the E-Verify program will be a breach of contract which will be grounds for immediate termination of the contract by the City. The Contractor will not hire any employee who has not been vetted through E-Verify. The Contractor may not subcontract any work for the City to any subcontractor that has not provided an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien.

Independent Contractor's Initial

SCRUTINIZED COMPANIES

Contractor hereby certifies that it: a) has not been placed on the Scrutinized Companies that Boycott Israel List, nor is engaged in a boycott of Israel; b) has not been placed on the Scrutinized Companies with Activities in Sudan List nor the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and c) has not been engaged in business operations in Cuba or Syria. If City determined that Contractor has falsely certified facts under this paragraph or if Contractor is found to have been placed on the Scrutinized Companies Lists or is engaged in a boycott of Israel after the execution of this Agreement, City will have all rights and remedies to terminate this Agreement consistent with Section 287.135, Florida Statutes, as amended. The City reserves all rights to waive the certifications required by this paragraph on a case-by-case exception basis pursuant to Section 287.135, Florida Statutes, as amended. City reserves all rights to waive the certifications required by this paragraph on a case-by-case exception basis pursuant to Section 287.135, Florida Statutes, as amended.

Contractor shall not enter into a contract with an entity which would give access to an individual's personal identifying information if: (1) the entity is owned by the government of a foreign country of concern; (2) the government of a foreign country of concern has a controlling interest in the entity; or (3) the entity is organized under the laws or has its principal place of business in a foreign country of concern Section 287.138(2) (a)-(c), Fla. Stat. (2023), under Chapter 2023-33, Laws of Florida.