

MEMORANDUM

Agenda Item No. 8(E)(1)

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

DATE: March 4, 2025

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving an
intergovernmental agreement
between Miami-Dade County,
through the Miami-Dade Fire
Rescue Department, and the
United States Air Force
Auxiliary Civil Air Patrol,
Tamiami Composite Squadron,
for a five-year term; and
authorizing the County Mayor
to execute the Agreement and
exercise the provisions contained
therein

Resolution No. R-231-25

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 Roberto J. Gonzalez.


Geri Bonzon-Keenan
County Attorney

GBK/ks

Memorandum



Date: March 4, 2025

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

From: Daniella Levine Cava *Daniella Levine Cava*
Mayor

Subject: Resolution Authorizing Execution of An Intergovernmental Agreement between Miami-Dade County, through the Miami-Dade Fire Rescue Department, and United States Air Force Auxiliary Civil Air Patrol, Tamiami Composite Squadron

SUMMARY

This item seeks authorization to execute an Intergovernmental Agreement (Agreement) between Miami-Dade County, through the Miami-Dade Fire Rescue Department (MDFR), and United States Air Force Auxiliary Civil Air Patrol, Tamiami Composite Squadron (Squadron). The Agreement authorizes the Squadron to utilize the training classroom located within MDFR Station 24 for the in-classroom training component of the Civil Air Patrol Program. The no-cost Agreement shall be for a five-year term.

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 to the resolution as Exhibit A, between Miami-Dade County, through MDFR, and the Squadron for use of the training classroom located at MDFR Station 24, located at 14150 SW 127th Street, Miami, FL 33186.

SCOPE

The Agreement authorizes the Squadron's use of the training classroom located at MDFR Station 24, located at 14150 SW 127th Street, Miami, FL 33186.

FISCAL IMPACT/FUNDING SOURCE

There is no fiscal impact to the County.

TRACK RECORD/MONITOR

The MDFR Real Estate Manager or assigned personnel will monitor this Agreement.

DELEGATION OF AUTHORITY

Upon approval of the Board, the County Mayor or County Mayor's designee will have authority to execute the Intergovernmental Agreement and exercise the provisions set forth therein.

BACKGROUND

The Tamiami Composite Squadron requested an agreement with Miami-Dade County to authorize its use of MDFR Station 24 Classroom training facility. The Squadron intends to utilize the training classroom for the in-classroom training component of the Civil Air Patrol Program.

Unless otherwise coordinated, the Squadron is permitted to utilize the training classroom on Saturdays from 9:30 AM through 1:00 PM and at other mutually agreed upon times. The Squadron must provide a training schedule that includes the Saturdays it proposes to use the classroom to Station 24's Captain. Additionally, all scheduling must be coordinated between MDR and the Squadron, at least one month in advance of the Squadron's proposed dates. If there is a conflict between MDR's and the Squadron's training schedules, MDR's use of the training classroom will be prioritized, and the Squadron will not be authorized to use the classroom at such time.



James Reyes
Chief of Public Safety



MEMORANDUM

(Revised)

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

DATE: March 4, 2025

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 ____, 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)(1)
3-4-25

RESOLUTION NO. R-231-25

RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN MIAMI-DADE COUNTY, THROUGH THE MIAMI-DADE FIRE RESCUE DEPARTMENT, AND THE UNITED STATES AIR FORCE AUXILIARY CIVIL AIR PATROL, TAMiami COMPOSITE SQUADRON, FOR A FIVE-YEAR TERM; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE AGREEMENT AND EXERCISE THE PROVISIONS CONTAINED THEREIN

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 Intergovernmental 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 United States Air Force Auxiliary Civil Air Patrol, Tamiami Composite Squadron for its use of the training classroom in MDFR Station 24, located at 14150 SW 127th Street, Miami, FL 33186, for the in-classroom training component of the Civil Air Patrol Program. The no-cost agreement shall be effective for a five-year term.

Section 3. Authorizes the County Mayor or County Mayor's designee to execute the Intergovernmental Agreement and exercise the provisions set forth therein.

The foregoing resolution was offered by Commissioner **Raquel A. Regalado**, who moved its adoption. The motion was seconded by Commissioner **Marleine Bastien** 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	absent	Roberto J. Gonzalez	aye
Keon Hardemon	absent	Danielle Cohen Higgins	aye
Eileen Higgins	absent	Raquel A. Regalado	aye
Micky Steinberg	aye		

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

Shanika A. Graves

EXHIBIT A

INTERGOVERNMENTAL AGREEMENT
UNITED STATES AIR FORCE AUXILIARY CIVIL AIR PATROL,
TAMIAMI COMPOSITE SQUADRON
AND
MIAMI-DADE COUNTY
THROUGH MIAMI-DADE FIRE RESCUE DEPARTMENT

The purpose of this Intergovernmental Agreement (“Agreement”) is to state the intended and allowable uses of Miami-Dade Fire Rescue’s (“MDFR”) training classroom located within Station 24, 14150 SW 127th St, Miami, FL 33186, by the Tamiami Composite Squadron of the United States Air Force Auxiliary Civil Air Patrol (“Squadron”). Due to space limitations, the Squadron is seeking a training classroom where it can host in-classroom programs.

Terms of Agreement:

- A. Commencement Date:** This Agreement shall become effective on the date it is last signed by the office of General Counsel at the National Headquarters of the Civil Air Patrol, and the County Mayor or County Mayor’s designee (“commencement date”).
- B. Term:** This Agreement shall remain in effect for five years from the commencement date (the “Term”). Should the parties agree to extend their agreement for the use of the training classroom, the parties will execute another agreement memorializing same.

Either party may unilaterally terminate this Agreement during the Term by sending notification of its intent to terminate to the other party at least 180 days in advance of the proposed date of termination. Such notification will be in the form of a written submission to the other party. The parties may also terminate this Agreement within a mutually agreed upon time through a document executed by both parties.

Upon the commencement date, this Agreement will supersede and cancel all previous agreements between the parties concerning the use of the training classroom.

Purpose: The Squadron intends to utilize the training classroom located within MDFR Station 24 for the in-classroom training component of the Civil Air Patrol Program.

- C. Scheduling:** The Squadron must provide MDFR Station 24’s Captain a training schedule that includes the Saturdays they will be hosting the in-classroom trainings. All scheduling must be coordinated between both MDFR and the Squadron a month in advance of the Squadron’s intended use. If there is a conflict between MDFR’s and the Squadron’s training schedules, MDFR’s use of the training classroom will be prioritized, and the Squadron will not be authorized to use the classroom at such time.

- D. Facility Usage:** The Squadron is permitted to utilize the training classroom on Saturdays from 9:30 AM through 1:00 PM and at other mutually agreed upon times. Upon arrival, the Squadron members may park in the parking lot directly in front of the Fire Station. Members must ring the doorbell at the front entrance to be granted access to the Station by way of an MDFR employee. Squadron members will only have access to the front lobby, the training classroom, small kitchen adjacent to the classroom and restrooms. At no time shall a Squadron member exit through the rear door in the training classroom, as it leads directly into the MDFR Hangar. In case of an emergency, Squadron members may exit through the front lobby door, or the west emergency exit door located immediately adjacent to the classroom. Otherwise, Squadron members must exit through the front entrance. Parents and/or guardians must wait outside of the Fire Station. Squadron members shall not congregate in the lobby or common areas. With the exception of the allowed areas identified above, Squadron members, parents and guardians shall not walk around the premises (exterior grounds or interior), unless they are accompanied by an MDFR employee.
- E. Maintenance During Use:** The Squadron must maintain the cleanliness and order of the training classroom, kitchen, and restroom. At the close of each training, chairs must be tucked in neatly, audio-visual equipment cleared, whiteboard cleaned, and lights shut off in the classroom. All restrooms must be maintained in a sanitary condition. Use of the small kitchen adjacent to the training classroom is permitted, including the refrigerator. At the close of each training, all food and beverages must be removed from the refrigerator or disposed of. All dishes, if any, should be washed and returned to the appropriate cabinet. All counters and tables must be wiped clean. All trash in the classroom, restrooms, and kitchen must be disposed of in trash cans.
- F. Indemnification:** In lieu of other provisions that might otherwise provide for indemnification, and prevailing party attorney fees, the Civil Air Patrol shall provide a \$2,000,000.00 Certificate of Insurance, identifying Miami-Dade County as an additional insured, as evidence of the Civil Air Patrol's insurance coverage. This indemnification shall survive the expiration or other termination of this Agreement.

If MDFR has a claim for damages that may have been caused by the Squadron in the performance of services required under this Agreement, MDFR will forward the claim to the Squadron within five business days. The Squadron and MDFR will evaluate the claim and report their findings to each other within 14 business days of the date the claim was transmitted. Thereafter, the parties will jointly discuss options to defend the claim. Notwithstanding any other language in this section F.

Indemnification, after reviewing the claim, MDFR will determine whether to require the Squadron to participate in the defense of the claim or to require that the Squadron defend MDFR in such claim. MDFR's failure to promptly notify the Squadron of a claim shall not act as a waiver of any right herein to require the participation in or defense of the claim by the Squadron. MDFR and the Squadron will each pay its own expenses for the evaluation.

- G. Insurance:** The United States Air Force Auxiliary Civil Air Patrol, Tamiami Composite Squadron is self-insured.
- H. Costs:** The Squadron shall not be required to pay for its use of the training classroom during the term of this Agreement.
- I. Notices:** All notices required under this Agreement shall be transmitted via and to:

Miami-Dade Fire Rescue

Katrina Mirazo, Real Estate Manager

9300 NW 41st Street, Doral, FL 33178

Katrina.Mirazo@iamidade.gov

Tamiami Composite Squadron, Civil Air Patrol

United States Air Force Auxiliary

1st Lt Omar Munoz

14150 SW 129 Street, Miami, FL 33186

Omar.Munoz@flwgcap.us

J. Neutral Interpretation: Each party acknowledges and agrees that they have had the opportunity to consult with legal counsel of their choice. Each 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.

K. Governing Law. This Agreement and all matters relating to this Agreement (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. The venue shall be in Miami-Dade County to the exclusion of all others.

Intergovernmental Agreement between Miami-Dade Fire Rescue and the Tamiami Composite Squadron (Squadron) of the United States Air Force Auxiliary Civil Air Patrol.

Page -4-

The undersigned are duly authorized to execute and have accepted the terms of this Agreement.

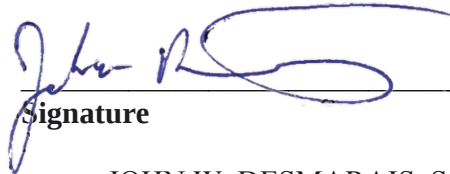
**Miami-Dade County on Behalf of
Miami-Dade Fire Rescue Department**

Signature

Name

Date

**Civil Air Patrol, United States Air Force
Auxiliary Tamiami Composite Squadron
Office of the General Counsel at CAP
Headquarters**



Signature

Name JOHN W. DESMARAIS, Sr.
Chief Operating Officer
Civil Air Patrol National Headquarters
16 December 2024

Date