



VILLAGE OF KEY BISCAYNE

Office of the Village Manager

Village Council

Robert L. Vernon, *Mayor*
Enrique Garcia, *Vice Mayor*
Michael W. Davey
Robert Gusman
Michael E. Kelly
Jorge E. Mendia
Thomas Thornton

Village Manager

Genaro "Chip" Iglesias

DATE: April 27, 2010
TO: Honorable Mayor and Members of the Village Council
FROM: Genaro "Chip" Iglesias, Village Manager 
Re: Acceptance of Automatic Aid and Ancillary Services Agreement #4

RECOMMENDATION

It is being recommended that the Village Council approve the attached Resolution and Automatic Aid and Ancillary Services Agreement between the City of Miami and the Village of Key Biscayne covering the period of April 1, 2010 and terminating on March 31, 2015.

BACKGROUND

In the summer of 2009, Village Fire Rescue Department representatives began negotiating with the City of Miami Fire Department on a fourth (4th) Agreement between the City and Village for Automatic Aid and Ancillary Services. The third (3rd) Agreement between the parties had expired on March 31, 2009. Due to issues and circumstances within the City of Miami Fire-Rescue Department and the City of Miami Administration, the third Agreement was automatically extended by mutual agreement as set forth in Section III of the Agreement.

The recommended Agreement, which was approved by the City of Miami Commission by Resolution No. R-10-0100 on March 11, 2010, establishes a five (5) year fixed annual cost of \$537,264 (up from the current amount of \$479,160) with a monthly invoiced fee of \$44,772 (up from the current amount of \$39,930).

With the exception of the fee increases found in Appendix I of the Agreement, the (4th) Agreement is worded exactly as the third (3rd) Agreement and fulfills the service needs of the Village Fire Rescue Department to maintain it's Accredited Agency Status.

RESOLUTION NO. 2010- _____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, APPROVING AGREEMENT BETWEEN THE VILLAGE OF KEY BISCAYNE AND THE CITY OF MIAMI FOR FIRE, RESCUE, AUTOMATIC AIDE AND ANCILLARY SERVICES AT THE VILLAGE OF KEY BISCAYNE, FLORIDA; PROVIDING FOR CONTINUED SERVICES TO BE PROVIDED BY THE CITY OF MIAMI TO THE VILLAGE OF KEY BISCAYNE FOR AUGMENTATION OF FIRE RESCUE AND RELATED SERVICES; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village has requested certain fire, rescue and fire inspection services be performed by the City of Miami Fire Department to augment the fire protection services provided by the Village Fire Rescue Department; and

WHEREAS, the City of Miami is desirous of continuing to provide such services for the Village on a contractual basis; and

WHEREAS, the Village Council finds that approval of the attached Agreement between the Village of Key Biscayne and the City of Miami is in the best interests of the Village.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AS FOLLOWS:

Section 1. Recitals Adopted. That each of the recitals stated above is hereby adopted and confirmed.

Section 2. Agreement Approved. That the Agreement between the Village of Key Biscayne, Florida and the City of Miami for Fire, Rescue, Automatic Aide and Ancillary Services at the Village of Key Biscayne, Florida (the "Agreement") in substantially the form attached hereto, is

hereby approved and the Village Manager is hereby authorized to execute the Agreement on behalf of the Village, once approved as to form and legal sufficiency by the Village Attorney.

Section 3. **Implementation.** That the Village Manager is hereby authorized to take any necessary action to implement this Resolution and the Agreement.

Section 4. **Effective Date.** That this Resolution shall be effective immediately upon adoption hereof.

PASSED AND ADOPTED this _____ day of April, 2010.

ROBERT VERNON, MAYOR

ATTEST:

CONCHITA H. ALVAREZ, MMC

VILLAGE CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

Village Attorney



City of Miami

City Hall
3500 Pan American Drive
Miami, FL 33133
www.miamigov.com

Master Report

Resolution R-10-0100

File ID #: 10-00184

Enactment Date: 3/11/10

Version: 1

Controlling City Commission
Body:

Status: Passed

Title: A RESOLUTION OF THE MIAMI CITY COMMISSION, WITH ATTACHMENT(S), AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT, IN SUBSTANTIALLY THE ATTACHED FORM, BETWEEN THE CITY OF MIAMI AND THE VILLAGE OF KEY BISCAIYNE (THE "VILLAGE") TO PROVIDE FIRE RESCUE, AUTOMATIC AID AND ANCILLARY SERVICES TO THE VILLAGE, FOR A PERIOD OF FIVE YEARS, COMMENCING APRIL 1, 2010 THROUGH MARCH 31, 2015.

Reference:

Introduced: 2/16/10

Name: Execute Agmt-Key Biscayne-Ancillary Services

Requester: Department of
Fire-Rescue

Cost:

Final Action: 3/11/10

Notes:

Sections:

Indexes:

Attachments: 10-00184 Legislation.pdf, 10-00184 Exhibit.pdf, 10-00184 Summary Form.pdf

Action History

Ver.	Acting Body	Date	Action	Sent To	Due Date	Returned	Result
1	Office of the City Attorney	3/3/10	Reviewed and Approved				
1	City Commission	3/11/10	ADOPTED				1
	A motion was made by Richard Dunn II, seconded by Wifredo (Willy) Gort, that this matter be ADOPTED. The motion carried by the following vote: Aye: 5 - Frank Carollo, Wifredo (Willy) Gort, Marc David Samoff, Francis Suarez and Richard Dunn II						
1	Office of the Mayor	3/18/10	Signed by the Mayor	Office of the City Clerk			
1	Office of the City Clerk	3/18/10	Signed and Attested by City Clerk				



City of Miami

Legislation

Resolution

City Hall
3500 Pan American
Drive
Miami, FL 33133
www.miamigov.com

File Number: 10-00184

Final Action Date:

A RESOLUTION OF THE MIAMI CITY COMMISSION, WITH ATTACHMENT(S), AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT, IN SUBSTANTIALLY THE ATTACHED FORM, BETWEEN THE CITY OF MIAMI AND THE VILLAGE OF KEY BISCAYNE (THE "VILLAGE") TO PROVIDE FIRE RESCUE, AUTOMATIC AID AND ANCILLARY SERVICES TO THE VILLAGE, FOR A PERIOD OF FIVE YEARS, COMMENCING APRIL 1, 2010 THROUGH MARCH 31, 2015.

WHEREAS, pursuant to Resolution No. 98-555, adopted June 9, 1998, the Village of Key Biscayne ("Village") and the City of Miami ("City") entered into an Agreement to provide fire rescue, automatic aid and ancillary services for the Village for a period of five (5) years commencing October 1, 1998 through September 30, 2003; and

WHEREAS, pursuant to Resolution No. 03-1053, adopted September 25, 2003, the City entered into a First Amendment Agreement with the Village dated September 25, 2003, to extend the contract on a month-to-month basis, not to exceed six (6) months, from October 1, 2003 through March 31, 2004, to continue providing such services for the Village while the City's Department of Fire-Rescue negotiated a new contract; and

WHEREAS, pursuant to Resolution No. 04-132, adopted March 1, 2004, the City entered into an Agreement with the Village to provide Automatic Aid and Ancillary Fire Services to the Village for a period of five (5) years commencing on April 1, 2004 through March 31, 2009; and

WHEREAS, the City and the Village have found this to be a mutually beneficial relationship, and both parties have met all obligations of the previous contract; and

WHEREAS, it is necessary to extend said Agreement for a period of five (5) years commencing April 1, 2010, to engage the City to implement such services on a contractual basis until such time as the Agreement may be cancelled by either party in the manner provided for;

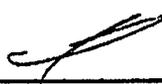
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MIAMI, FLORIDA:

Section 1. The recitals and findings contained in the Preamble to this Resolution are hereby adopted by reference thereto and incorporated herein as if fully set forth in this Section.

Section 2. The City Manager is authorized{1} to execute an Agreement, in substantially the attached form, between the City and the Village, to provide fire rescue, automatic aid and ancillary services to the Village, for a period of five (5) years commencing April 1, 2010 through March 21, 2015.

Section 3. This Resolution shall become effective immediately upon its adoption and signature of the Mayor. {2}

APPROVED AS TO FORM AND CORRECTNESS: ✓



JULIE O. BRU
CITY ATTORNEY

YAD

Footnotes:

{1} The herein authorization is further subject to compliance with all requirements that may be imposed by the City Attorney, including but not limited to those prescribed by applicable City Charter and Code provisions.

{2} If the mayor does not sign this Resolution, it shall become effective at the end of ten calendar days from the date it was passed and adopted. If the Mayor vetoes this Resolution, it shall become effective immediately upon override of the veto by the City Commission.

AGREEMENT BETWEEN THE VILLAGE OF KEY BISCAYNE
AND THE CITY OF MIAMI FOR FIRE, RESCUE,
AUTOMATIC AID AND ANCILLARY SERVICES AT
THE VILLAGE OF KEY BISCAYNE, FLORIDA

THIS AGREEMENT, entered into this _____ day of _____, 201_, by and between the Village of Key Biscayne, a municipal corporation of the State of Florida (the "VILLAGE"), and the City of Miami, a municipal corporation of the State of Florida (the "CITY").

WHEREAS, the VILLAGE has requested certain fire, rescue and fire inspection services be performed by the CITY to augment the fire protection provided by the VILLAGE which services are the responsibility of the VILLAGE to provide; and

WHEREAS, the CITY is desirous of continuing such services for the VILLAGE on a contractual basis and has thus negotiated this Agreement; and

WHEREAS, the VILLAGE desires to engage the CITY to implement such services on a contractual basis until such time as this Agreement may be canceled by either party in the manner provided for herein;

NOW, THEREFORE, in consideration of the mutual premises and covenants herein contained, it is agreed as follows:

SECTION I

DEFINITION AND PURPOSE.

A. DEFINITIONS

GAD # 10-494

1. "MIAMI FIRE-RESCUE DEPARTMENT" means the CITY's Department of Fire-Rescue.
2. "KEY BISCAYNE FIRE RESCUE DEPARTMENT" means the VILLAGE's Department of Fire Rescue.
3. "CITY FIREFIGHTER" means full-time, fully paid State Certified Fire Fighters, Officers, EMTs or Paramedics according to Miami Fire-Rescue Department job descriptions.
4. "VILLAGE FIREFIGHTER" means full-time, fully paid State Certified Fire Fighter/Paramedics, Fire Fighter/EMTs, or Officers, according to Village of Key Biscayne job descriptions which are equivalent to or exceed MIAMI FIRE-RESCUE DEPARTMENT job descriptions.
5. "FIRE VEHICLE" means an apparatus meeting the appropriate requirements as set forth in NFPA Standard 1901.
6. "ADVANCED LIFE SUPPORT RESCUE VEHICLE" means an apparatus meeting the requirements as set forth by the State of Florida.
7. "Appropriate equipment, material and personnel", as used in SECTION II, SCOPE OF SERVICE, paragraph A. Through J., means that which has been determined to be sufficient and appropriate for the specific

situation by joint agreement of the City Manager or designee and the Village Manager or designee.

8. "Major Emergency" means those incidents that extend longer than one (1) hour in duration.
9. "NORMAL WEAR AND TEAR" shall be defined as typical maintenance problems that occur because of parts or equipment malfunction and inoperability due to age. It shall not include such things as operator error, failure to follow operational and/or safe procedures, damaged equipment due to mistreatment or accidents, lost equipment and similar situations. If the parties do not agree on whether the damage was caused by "normal wear and tear", the Original Equipment Manufacturer will make the determination.

B. PURPOSE

The purpose of this Agreement is to state the terms and conditions under which the CITY will provide fire, rescue and ancillary services to augment the VILLAGE's fire rescue service as set forth in SECTION II of this Agreement.

SECTION II

SCOPE OF SERVICE.

The CITY agrees, in accordance with the terms of this Agreement, to provide the following Fire-Rescue services to the

VILLAGE providing that the VILLAGE maintains a fire rescue service consisting of an on-duty force of at least one FIRE APPARATUS staffed with four fully paid VILLAGE FIREFIGHTERS (as specified within NFPA 1710) and one ADVANCED LIFE SUPPORT RESCUE VEHICLE staffed with three fully paid VILLAGE FIREFIGHTERS and all required equipment. MIAMI FIRE-RESCUE DEPARTMENT shall respond upon request to staff the VILLAGE Fire Station once Key Biscayne;

- Units have responded to two calls for service and the Officer in charge of the second unit dispatched has determined his/her unit's services shall be required for more than a minimal amount of time, and the Officer has also determined that the other Key Biscayne unit is not close to returning to service or in a close proximity to the VILLAGE.
- Has had all units dispatched and the incident commander has determined that services from all units shall be required for longer than a minimal amount of time.

A. Automatic dispatch of appropriate equipment, material and personnel for fire suppression purposes to augment KEY BISCAVNE FIRE RESCUE DEPARTMENT resources shall be according to the dispatch criteria, using MIAMI FIRE-RESCUE DEPARTMENT situation codes.

B. Automatic dispatch of appropriate equipment, material and personnel for emergency medical purposes to augment KEY BISCAVNE FIRE RESCUE DEPARTMENT resources shall be according to the dispatch criteria, using MIAMI FIRE-RESCUE DEPARTMENT situation codes.

C. Material and personnel for fire inspection, plans examination and investigation purposes as set forth in APPENDIX II attached hereto and made a part hereof.

D. Material and personnel for initial fire recruit training for the VILLAGE's newly hired firefighter candidates. KEY BISCAVNE FIRE RESCUE DEPARTMENT will be responsible for all other types of training, (including the cost of EMS re-certification training) and staffing in services units (as specified within Section II - Scope of Services) caused by vacancies due to on-duty FIREFIGHTERS' participating, if they are unable to respond.

E. Material and personnel for VILLAGE vehicle and equipment maintenance due to normal wear and tear.

F. Material and personnel for VILLAGE 800 MHz Communications equipment maintenance due to normal wear and tear.

G. Material for maintenance of Computer Aided Dispatch System utilized by the Village of Key Biscayne Fire Rescue Department.

H. Material and personnel for the provision of VILLAGE firefighting and medical expendable supplies used as a result of emergency operations and required training.

I. Material and personnel for EMS quality assurance.

J. Material and personnel for command and control of incidents involving MIAMI FIRE-RESCUE DEPARTMENT units as set forth in APPENDIX III attached hereto and made a part hereof. The parties agree that all materials and personnel for non-emergency activities (i.e., parades, community events, etc.) shall be the responsibility of the VILLAGE, including the cost of staffing service units cause by vacancy due to on-duty FIREFIGHTERS' participation.

SECTION III

TERM.

Subject to the cancellation provision set forth in Section X hereof, the term of this Agreement shall be for a period of five (5) years commencing on April 1, 2010, and terminating on March 31, 2015. The parties may mutually agree to extend the contract for up to one (1) year to negotiate and approve the subsequent agreement.

SECTION IV

COMPENSATION.

A. The CITY will charge the minimum monthly fee set forth in the fee schedule labeled APPENDIX I, attached hereto and made a part hereof, commencing on April 1, 2010 (the "Minimum Fee"). This charge for fire rescue services shall be for equipment and personnel required to augment routine Key Biscayne Fire Rescue Department services and protection, as necessary, in accordance with MIAMI FIRE-RESCUE DEPARTMENT Standard Operating Procedure.

B. In the event of a Major Emergency, as further described in this section, in addition to the MINIMUM FEE, an additional Major Emergency fee as set forth in APPENDIX I shall be charged to the VILLAGE. For the purposes of this Agreement, a "Major Emergency" is defined as those incidents that extend longer than one (1) hour in duration. Not considered Major Emergencies are minor fires, rescue runs, small hazardous materials incidents and those incidents that have been routinely handled in the past, elsewhere in the CITY and the VILLAGE, by its Fire Department, by routine custom and practice.

C. For the purpose of invoicing, when Major Emergencies occur, the VILLAGE will make payment within ninety (90) days after mailing by the CITY of the invoice for services. Interest at the rate of twelve percent (12%) per annum shall automatically accrue on delinquent invoices from the ninety first (91) day after invoicing until they are paid.

D. The charges as set forth in the attached fee schedule, APPENDIX I shall be the maximum hourly rates for equipment and personnel with the time for such charges to be calculated from the time of the alarm to the time the responding MIAMI FIRE-RESCUE DEPARTMENT units return to City service. The hourly charges shall be prorated for fractional parts of an hour with minutes being the smallest increments. Such charges are based upon at least four (4) CITY FIREFIGHTERS operating each Aerial, Quint, Haz Mat Apparatus, Foam Pumper and Pumper, three (3) CITY FIREFIGHTERS operating each Rescue and Fire Boat, and one (1) CITY FIREFIGHTER operating the Air Truck, and one (1) District Chief listed in the major emergency fee schedule. In the event fewer CITY FIREFIGHTERS are provided, the charge will be reduced proportionately.

E. The CITY will provide a monthly invoice for routine services and protection, with appropriate documentation as required. The VILLAGE shall make payment within thirty (30) days after mailing by the CITY of the invoice for services. Interest at the rate of twelve percent (12%) per annum shall automatically accrue on delinquent invoices from the thirty-first (31) day after invoicing until they are paid.

F. Charges for fire watches shall be the same OFF DUTY OVERTIME RATES as charged to the public for FIRE-RESCUE SERVICES. The current rates (subject to change) are:

- Inspector \$ 45.00/hour
- Rescue Unit \$100.00/hour
- Firefighting Units \$170.00/hour
- Administrative Fee \$ 12.00/per person assigned

SECTION V

INDEMNIFICATION.

The VILLAGE shall indemnify and save harmless the CITY from any and all claims, liability, losses and causes of action arising out of the negligence of VILLAGE's agents, officers or employees, to the extent of the limitations included within Florida Statutes, Section 768.28.

The CITY shall indemnify and save harmless the VILLAGE from any and all claims, liability, losses and causes of action arising out of the negligence of CITY's agents, officers, or employees, to the extent of the limitations included within Florida Statutes, Section 768.28.

SECTION VI

ACCESS, FIRE CODE, FIRE INSPECTION.

A. ACCESS

The VILLAGE hereby confirms that it shall provide unencumbered ingress and egress to CITY personnel, vehicles, boats and helicopters entering or departing the VILLAGE for the purposes of executing the provisions of this Agreement, including, but not limited to, medical emergencies, fire

suppression, fire inspection, fire investigation and equipment testing.

B. FIRE CODE

The Florida Fire Prevention Code and any additional fire prevention codes established by the VILLAGE shall apply to the VILLAGE.

C. FIRE INSPECTIONS

The CITY agrees to provide as needed and when requested, fire inspection services on VILLAGE property and the VILLAGE further agrees to authorize the MIAMI FIRE-RESCUE DEPARTMENT to enforce the Florida Fire Prevention Code and any additional fire prevention codes established by the VILLAGE as set forth in APPENDIX II.

It is further understood that all revenue that is generated by these inspections shall be the property of the VILLAGE.

SECTION VII

SWITCH WITH ANOTHER PARAMEDIC (SWAP)

The CITY and VILLAGE agree to continue the "Switch With Another Paramedic" (SWAP) Program as an interdepartmental exchange program designed to compare and evaluate other emergency medical and firefighting systems and operations. Paramedics will be able to compare their own system with that of the exchange Department. Likewise, these Paramedics will be able

to offer insight into their own system as seen from this perspective.

SECTION VIII

RIGHT OF FIRST REFUSAL

The MIAMI FIRE-RESCUE DEPARTMENT shall have the Right of First Refusal purchase opportunity on all KEY BISCAYNE FIRE RESCUE DEPARTMENT vehicles when they are to be sold by the VILLAGE. One appraisal shall be obtained by the CITY, and one appraisal shall be obtained by the VILLAGE and shall be averaged to arrive at fair market value. The CITY shall pay the average price determined by these two appraisals, if fair market value does not vary by more than 10% between appraisals.

SECTION IX

TECHNOLOGICAL IMPROVEMENTS.

All technological improvements adopted and implemented by the MIAMI FIRE-RESCUE DEPARTMENT shall be offered to the KEY BISCAYNE FIRE RESCUE DEPARTMENT. If the KEY BISCAYNE FIRE RESCUE DEPARTMENT chooses to take advantage of these improvements, the VILLAGE's portion of the cost of these improvements shall be borne by the KEY BISCAYNE FIRE RESCUE DEPARTMENT.

SECTION X

CANCELLATION.

This Agreement shall expire on March 31, 2015 provided, however, that on any fiscal year during the term of this

Agreement, either party may terminate, without cause, only upon written notice served upon the non canceling party on or before the 31st day of July of such year. Cancellation will be at the discretion of the City Manager on behalf of the CITY and Village Manager on behalf of the VILLAGE. In the event of such cancellation, the CITY shall be paid fees for all services provided prior to the effective date of such cancellation.

SECTION XI

AMENDMENTS.

This Agreement may be amended only upon the written agreement of the parties. No amendments to this Agreement shall be binding on either party unless in writing and approved by the CITY's Commission and the VILLAGE's Council.

SECTION XII

NOTICE.

All notices provided by either party under this Agreement shall be deemed to be sufficiently sent if mailed by U.S. Certified Mail, Return Receipt Requested, and shall be sent to the officers specified below:

FOR THE CITY - CITY MANAGER

Pedro Hernandez
444 S.W. 2nd Avenue
Miami, Florida, 33130

FOR THE VILLAGE - VILLAGE MANAGER

Genaro Iglesias
88 West McIntyre Street
Key Biscayne, Florida 33149

SECTION XIII

GENERAL CONDITIONS.

A. Title and Paragraph headings are for convenient reference and are not part of this Agreement.

B. In the event of conflict between terms of this Agreement and any terms or conditions contained in any attached documents, the terms of this Agreement shall rule.

C. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

D. Should any provision(s), paragraph(s), sentence(s), word(s) or phrase(s) contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable under the laws of the State of Florida or the CITY, such provision(s), paragraph(s), sentence(s), word(s) or phrase(s) shall be deemed modified to the extent necessary in order to conform with such laws or, if not modifiable to conform with such laws, then same shall be deemed severable and, in either event, the remaining terms and

provisions of this Agreement shall remain unmodified and in full force and effect.

SECTION XIV

OWNERSHIP OF DOCUMENTS.

VILLAGE agrees that all documents maintained and generated pursuant to this contractual relationship between CITY and VILLAGE shall be subject to all provisions of the Public Records Law, Chapter 119, Florida Statutes.

It is further understood by and between the parties that any information, writings, maps, contact documents, reports or any other matter whatsoever which is given by CITY to VILLAGE pursuant to this Agreement shall at all times remain the property of the CITY and shall not be used by the VILLAGE for any other purposes whatsoever without the written consent of the CITY.

SECTION XV

NONDELEGABILITY.

The obligations undertaken by the CITY pursuant to this Agreement shall not be delegated or assigned to any other person or firm unless the VILLAGE shall first consent in writing to the performance or assignment of such service or any part thereof by another person or firm.

SECTION XVI

AUDIT RIGHTS.

CITY and VILLAGE reserve the right to audit the records of each other, as said records relate to this Agreement, at any time during the performance of this Agreement and for a period of three (3) years after final payment is made under this Agreement.

SECTION XVII

AWARD OF AGREEMENT.

VILLAGE warrants that it has not employed or retained any person employed by the CITY to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person employed by the CITY any fee, commission percentage, brokerage fee, or gift of any kind contingent upon or resulting from the award of this Agreement.

SECTION XVIII

CONSTRUCTION OF AGREEMENT.

This Agreement shall be construed and enforced according to the laws of the State of Florida, and venue shall be in Miami-Dade County.

SECTION XIX

INDEPENDENT CONTRACTOR

CITY and its employees and agents shall be deemed to be independent contractors, and not agents or employees of VILLAGE, and shall not attain any rights or benefits under the Civil Service or Pension Ordinance of VILLAGE, or any rights generally afforded classified or unclassified employees; further CITY employees shall not be deemed entitled to the Florida Workers' Compensation benefits as an employee of the VILLAGE.

SECTION XX

NONDISCRIMINATION.

VILLAGE agrees that it shall not discriminate as to race, sex, color, creed, national origin or handicap in connection with its performance under this Agreement.

Furthermore, that no otherwise qualified individual shall, solely by reason or his/her race, sex, color, creed, national origin, or handicap, be excluded from participating in, be denied benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

SECTION XXI

CONTINGENCY CLAUSE.

Funding for this Agreement is contingent upon the availability of funds and continued authorization for program activities and is subject to amendment or termination due to

lack of funds, or authorization, reduction of funds, and/or change in regulations.

SECTION XXII

DEFAULT PROVISION

In the event that CITY shall fail to comply with each and every term and condition of this Agreement or fails to perform any of the terms and conditions contained herein, then the VILLAGE, at its sole option, upon ninety (90) day written notice to the CITY, may cancel and terminate this Agreement.

SECTION XXIII

ENTIRE AGREEMENT

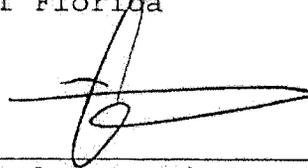
Except as specified below, this instrument and its attachments constitute the sole and only Agreement of the parties hereto relating to the subject hereof and correctly sets forth the rights, duties, and obligations of each to the other as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect, except that the Agreement of April 1, 2010 shall continue until March 31, 2015.

IN WITNESS WHEREOF, the parties hereto have hereunto caused these presents to be signed in their names by the duly

authorized officials, attested by their respective CITY and VILLAGE Clerk on the day and year first herein above written.

Village of Key Biscayne
a municipal Corporation
of the State of Florida

City of Miami, a municipal
Corporation of the State
of Florida

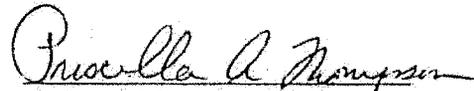


Village Manager
Village of Key Biscayne

Carlos A. Migoya
City Manager
City of Miami

ATTEST:

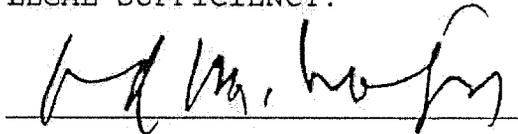
ATTEST:


Priscilla A. Thompson
City Clerk 3-30-10

Village Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

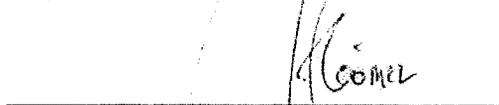
APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:



Julie O. Bru
City Attorney
City of Miami

Village Attorney
Village of Key Biscayne

APPROVED AS TO INSURANCE
REQUIREMENTS:



LeeAnn Brehm, Director
Department of Risk Management

APPENDIX I

FEE SCHEDULE

A. For normal automatic aid and ancillary service to augment the KEY BISCAYNE FIRE RESCUE DEPARTMENT, a monthly fee (the MINIMUM FEE) for the following years is established. This fee covers personnel and material as necessary in accordance with City of Miami Standard Operating Procedures.

1. April 1, 2010 through March 31, 2011
\$44,772 per month.
2. April 1, 2011 through March 31, 2012
\$44,772 per month.
3. April 1, 2012 through March 31, 2013
\$44,772 per month.
4. April 1, 2013 through March 31, 2014
\$44,772 per month.
5. April 1, 2014 through March 31, 2015
\$44,772 per month.

The CITY will provide a monthly invoice with appropriate documentation as required. The VILLAGE shall make payment within thirty (30) days after mailing by the CITY of the invoice with the exception of Paragraph C, Section IV. Interest at the rate of twelve percent (12%) per annum shall automatically accrue on delinquent invoices until they are paid.

B. For Major Emergencies, as defined in Section 1A, Definition 8, the following fee schedule, in addition to the normal monthly fee, is established:

1. \$1,758 per hour per Aerial/Quint Company
2. \$1,319 per hour per Pumper Company
3. \$1,159 per hour per Haz Mat Truck/Dive Unit/TRT Unit
4. \$1,159 per hour per Foam Pumper Truck
5. \$879 per hour per Advanced Life Support Rescue Company
6. \$1,319 per hour per Fire Boat
7. \$293 per hour per person for Special Equipment (District Chief, Safety Officer, etc.)
8. \$440 per hour per Air Truck

The charges as set forth above shall be the hourly rates for equipment and personnel with the time for such charges to be calculated from the time of the alarm to the time the MIAMI FIRE-RESCUE DEPARTMENT responding units return to City service. The hourly charges shall be prorated for fractional parts of an hour with minutes being the smallest increments. Such charges are based upon at least four (4) CITY FIREFIGHTERS operating each piece of apparatus listed in items 1, 2, 3, and 4 above, and three (3) CITY FIREFIGHTERS operating equipment listed in items 5 and 6. In the event fewer CITY FIREFIGHTERS are provided, the charge will be reduced proportionately.

For the purposes of this Agreement, a "Major Emergency" is defined as those incidents that involve automatic aid multi-company dispatches and extend longer than one (1) hour in duration. These incidents are considered out of control. Not

considered Major Emergencies are minor fires, rescue runs, small hazardous materials incidents and those incidents that have been routinely handled in the past elsewhere in the CITY and the VILLAGE by its Fire Department, by routine custom and practice.

C. For fire watches, as determined by the City of Miami Fire Chief upon request by officials of the Village of Key Biscayne, charges shall be as follows:

1. MIAMI FIRE-RESCUE DEPARTMENT Firefighters rate of pay is based upon time and one-half at their hourly rate.
2. MIAMI FIRE-RESCUE DEPARTMENT Paramedics rate of pay is based upon time and one-half at their hourly rate.
3. MIAMI FIRE-RESCUE DEPARTMENT Fire Inspectors rate of pay is based upon time and one-half at their hourly rate.
4. An Administrative Fee based on CITY Ordinance No. 10237 requiring a charge of \$12.00 per person per day.
5. Charges may change based upon contract agreement between the City of Miami and Firefighters Local No. 587.

D. If for unforeseen reasons, the VILLAGE is unable to provide its own fire rescue services, the CITY agrees to provide

full fire rescue service to the VILLAGE on a monthly basis until such time as the KEY BISCAVNE FIRE RESCUE DEPARTMENT is again fully operational. The term of this interim Agreement for full fire rescue service, as reflected in SECTION II of this Agreement and substituting CITY equipment material and personnel for VILLAGE equipment, material and personnel, would be for a maximum of twelve (12) months. Price will be determined should the actual need arise.

APPENDIX II

INSPECTION SERVICES

A. The CITY will provide during normal business hours Monday through Friday from 8:00 A.M. until 5:00 p.m. when requested by the VILLAGE, a qualified Fire Inspector from the MIAMI FIRE-RESCUE DEPARTMENT Fire Prevention Bureau to conduct required regular fire inspections of all occupancies except one and two family dwellings and apartment buildings three floors or less.

B. The CITY will provide during normal business hours Monday through Friday from 8:00 A.M. until 5:00 P.M. when as soon as possible, upon request by the VILLAGE a qualified Plans Examiner from the MIAMI FIRE-RESCUE DEPARTMENT Fire Prevention Bureau to review plans for new building construction and/or major building modifications to all occupancies except one and two family dwellings.

C. The CITY will provide at any time of day or night when requested by the VILLAGE a qualified Fire Investigator from the MIAMI FIRE-RESCUE DEPARTMENT Fire Prevention Bureau to investigate all fires having a cause that is designated by the fire officer in charge of the scene to be of a suspicious or undetermined nature, all fire bombings, all attempted fire bombings, all explosions where there is

a fire related death and all fire deaths resulting from
fire related injuries.

APPENDIX III

MAJOR EMERGENCY COMMAND STRUCTURE

When an emergency incident occurs within the Village of Key Biscayne involving Miami Fire-Rescue Department units, the Command structure listed below will be followed:

A. Officers of Equal Rank: When officers on the incident from the Village of Key Biscayne Fire Rescue Department and Miami Fire-Rescue Department are of equal ranks, the Officer from the Village of Key Biscayne Fire Rescue Department is in charge of the incident.

B. Officers of Unequal Rank: When Officers on an incident from the Village of Key Biscayne Fire Rescue Department and Miami Fire-Rescue Department are of unequal ranks, the highest ranking Officer will be in charge of the incident.

C. District Chiefs: Miami Fire-Rescue Department District Chiefs on arrival, will be in Command of all incidents at the Village of Key Biscayne requiring their dispatch. This Command structure will be followed whether the units involved in the incident are solely Miami Fire-Rescue Department or a combination of Miami Fire-Rescue Department and Village of Key Biscayne Fire Rescue Department. The only exceptions to this are:

1. The District Chief is relieved of Command by a Miami Officer of higher rank.

2. The District Chief is relieved by the Chief or the Deputy Chief of the Village of Key Biscayne Fire Rescue Department. The District Chief will then be in charge of Operations.
3. The incident can be turned over to the appropriate authority of the Village of Key Biscayne Fire Rescue Department.



AGENDA ITEM SUMMARY FORM

FILE ID: 10-00184

Date: 2/8/2010

Requesting Department: Fire-Rescue

Law Department
Matter ID No.
10-494

Commission Meeting Date: 3/11/10

District Impacted: All

Type: Resolution Ordinance Emergency Ordinance Discussion Item

Other _____

Subject: Contract Agreement with The Village of Key Biscayne for Ancillary Fire Services

Purpose of Items:

It is respectfully recommended that the City Commission adopt the attached Resolution authorizing the City Manager to enter into an Agreement with the Village of Key Biscayne (the "Village") to provide Automatic Aid and Ancillary Fire Services to said VILLAGE, for a period of five (5) years commencing April 1, 2010 through March 31, 2015. This contract will continue to bring in revenue for the City of Miami, in the amount of \$537,264 yearly, which is \$58,104 more per year than the previous contract.

Background Information:

(SEE ATTACHED)

Budget Impact Analysis

YES Is this item related to revenue? 00001162000.438000

NO Is this item an expenditure? If so, please identify funding source below.

General Account No: _____

Special Revenue Account No: _____

CIP Project No: _____

NO Is this item funded by Homeland Defense/Neighborhood Improvement Bonds?

Start Up Capital Cost: _____

Maintenance Cost: _____

Total Fiscal Impact: \$537,264.00 (yearly)

**Final Approvals
(SIGN AND DATE)**

CIP _____
If using or receiving capital funds
Grants _____

Budget [Signature] + 2/16/10

Risk Management [Signature]

Purchasing _____

Dept. Director _____

Chief [Signature], AFC

City Manager [Signature]

Background Information: (continued)

On June 9, 1998, the City Commission adopted Resolution No. 98-555, which authorized the City Manager to enter into an Agreement with Village of Key Biscayne ("the VILLAGE") to provide Automatic Aid and Ancillary Fire Services to the VILLAGE. Subsequently on September 22, 1998, the City entered into the Agreement with the VILLAGE for a period of five (5) years commencing on October 1, 1998 and terminating on September 30, 2003.

Pursuant to Resolution No. 03-1053, adopted on September 25, 2003, the City of Miami entered into a First Amendment Agreement dated September 25, 2003 with the VILLAGE to extend the contract on a month-to-month basis, not to exceed six (6) months, from October 1, 2003 through March 31, 2004, to provide Automatic Aid and Ancillary Fire Services to the VILLAGE. The extension Agreement was necessary to continue to bring in revenue to the City of Miami, in the amount of \$229,998 while the Department of Fire-Rescue negotiated a new contract.

Pursuant to Resolution No. 04-132, adopted March 1, 2004, the City of Miami entered into an Agreement with the VILLAGE to provide Automatic Aid and Ancillary Fire Services to the VILLAGE for a period of five (5) years commencing on April 1, 2004 through March 31, 2009. This contract will continue to bring in revenue for the City of Miami, in the amount of \$479,160 yearly, which is \$19,164 more per year than in the previous contract.

Since 1993, the Department of Fire-Rescue has provided the VILLAGE with various services which include, but are not limited to: automatic dispatch of personnel and equipment for fire suppression and emergency medical purposes; as well as material and personnel for fire inspection, plans examination, investigation purposes, and ongoing training of VILLAGE personnel. The City of Miami and the VILLAGE have found this to be a mutually beneficial relationship, and both parties have met all obligations of the previous contract. Continuing to participate in this Agreement will allow the Department of Fire-Rescue to continue providing such services on a contract basis and bring in revenue to the City of Miami in the amount of \$537,264 yearly or \$58,104 more per year than in the previous contract, from \$479,160 yearly to \$537,264 yearly.