

MEMORANDUM

Agenda Item No. 8(H)(1)

TO: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

DATE: September 1, 2021

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving an Interlocal Agreement between Miami-Dade County, and the City of Miami Beach, for off-duty police officers to provide security guard services for the Palm and Hibiscus Island Security Guard Special Taxing District; authorizing the County Mayor to execute the Agreement; and further authorizing the County Mayor to exercise any modification, and termination provisions contained therein

Resolution No. R-816-21

The accompanying resolution was prepared by the Parks, Recreation and Open Spaces Department and placed on the agenda at the request of Prime Sponsor Commissioner Eileen Higgins.



Geri Bonzon-Keenan
County Attorney

GBK/smm

Memorandum



Date: September 1, 2021

To: Honorable Chairman Jose “Pepe” Diaz
and Members, Board of County Commissioners

From: Daniella Levine Cava 
Mayor

Subject: Resolution Authorizing Execution of Interlocal Agreements between Miami-Dade County and City of Miami Beach for use of off-duty Police Officers in the Palm and Hibiscus Island Security Guard Special Taxing District

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the attached resolution authorizing the County Mayor or County Mayor’s designee to execute an Interlocal Agreement (Agreement) between Miami-Dade County (County), and the City of Miami Beach (City), for the purpose of providing off-duty police officers in the Palm and Hibiscus Island Security Guard Special Taxing District (Special Taxing District), and attached as Exhibit A to the resolution.

Scope

This Agreement apply to a special taxing district within Commission District 5, which is represented by County Commissioner Eileen Higgins, and will provide for roving patrol from off-duty police officers.

Fiscal Impact/Funding Source

The approval of this Agreement will have no fiscal impact to the County. Funding for the off-duty police patrol is derived from assessments levied against the properties within the Special Taxing District.

Social Equity Statement

If approved, property owners in the Special Taxing Districts will be able to continue receiving off-duty police officer patrol services as outlined in the Ordinance creating this Special Taxing District regardless of their demographics or income levels.

Track Record/Monitor

The Agreement will be managed by the Parks, Recreation and Open Spaces Department (PROS) and overseen by the Chief of the Special Assessment Districts Division (Division), Lorena Guerra-Macias.

Delegation of Authority

This item authorizes the County Mayor or County Mayor’s designee to execute an Agreement, and to execute any modification and termination provisions contained therein with the City. This Agreement with the City provides for off-duty police services as required by the Special Taxing District.

Background

On July 5, 1988, the Board adopted Ordinance No. 88-62 amending Ordinance No. 80-83 to provide for the utilization of off-duty police officers to perform guard services within the Palm and Hibiscus Islands Security Guard Special Taxing District. Pursuant to this Agreement, the City will provide one (1) uniformed

Honorable Chairman Jose “Pepe” Diaz
and Members, Board of County Commissioners
Page No. 2

and armed off-duty police officer subject to officer’s availability to perform this function. The current Agreement in place between the County and the City is scheduled to expire on September 30, 2021, and there are with no further renewal provisions available. This new Agreement will be for a period of five (5) years effective on October 1, 2021 and will ensure continuity of security services for the Special Taxing District. The terms of this new Agreement do not vary from the one that has been in existence between the County and the City and is identical in form. As such, I recommend approval of this resolution to ensure the continuation of these security services for the Special Taxing District.



Jimmy Morales
Chief Operations Officer



MEMORANDUM

(Revised)

TO: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

DATE: September 1, 2021

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(H)(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(H)(1)
9-1-21

RESOLUTION NO. R-816-21

RESOLUTION APPROVING AN INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY, AND THE CITY OF MIAMI BEACH, FOR OFF-DUTY POLICE OFFICERS TO PROVIDE SECURITY GUARD SERVICES FOR THE PALM AND HIBISCUS ISLAND SECURITY GUARD SPECIAL TAXING DISTRICT; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE AGREEMENT; AND FURTHER AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE ANY MODIFICATION, AND TERMINATION 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:

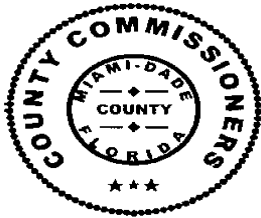
Section 1. This Board incorporates and approves the foregoing recital and Mayor's Memorandum as if fully set forth herein.

Section 2. Authorizes the County Mayor or County Mayor's designee to execute the Interlocal Agreement (Agreement) in substantially the form attached hereto as Exhibit A with the City of Miami Beach, and to exercise any modification, amendment, and termination provision contained therein, as may be necessary on behalf of the Palm and Hibiscus Island Security Guard Special Taxing District.

The foregoing resolution was offered by Commissioner **Rebeca Sosa** , who moved its adoption. The motion was seconded by Commissioner **Sally A. Heyman** and upon being put to a vote, the vote was as follows:

	Jose "Pepe" Diaz, Chairman	aye
	Oliver G. Gilbert, III, Vice-Chairman	aye
Sen. René García	absent	Keon Hardemon aye
Sally A. Heyman	aye	Danielle Cohen Higgins aye
Eileen Higgins	aye	Joe A. Martinez aye
Kionne L. McGhee	aye	Jean Monestime aye
Raquel A. Regalado	aye	Rebeca Sosa aye
Sen. Javier D. Souto	aye	

The Chairperson thereupon declared this resolution duly passed and adopted this 1st day of September, 2021. 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

HARVEY RUVIN, CLERK

By: **Melissa Adames**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

MJS

Melanie J. Spencer

**INTERLOCAL AGREEMENT BY AND BETWEEN
MIAMI-DADE COUNTY, FLORIDA AND THE
CITY OF MIAMI BEACH, FLORIDA SECURING
CITY OF MIAMI BEACH POLICE OFFICERS TO
PERFORM GUARD SERVICES FOR THE PALM
AND HIBISCUS ISLAND SECURITY GUARD
SPECIAL TAXING DISTRICT**

THIS INTERLOCAL AGREEMENT, made and entered into this ____ day of _____, 2021, by and between **MIAMI-DADE COUNTY, FLORIDA** (the "**COUNTY**"), a political subdivision of the State of Florida, and the **CITY OF MIAMI BEACH, FLORIDA** (the "**CITY**"), a municipality organized and existing under the laws of the State of Florida.

WHEREAS, Section 163.01, Florida Statutes and the Miami-Dade County Home Rule Charter, as amended, permit the **COUNTY** and the **CITY** to enter into interlocal agreements; and

WHEREAS, the City Commission adopted Resolutions No. 79-15827 on February 7, 1979, approving the creation of the **PALM AND HIBISCUS ISLAND SECURITY GUARD SPECIAL TAXING DISTRICT**; and

WHEREAS, the Miami-Dade County Board of County Commissioners, by adoption of Ordinance No. 80-32 on April 15, 1980, as amended by Ordinance No. 83-122, created the **PALM AND HIBISCUS ISLAND SECURITY GUARD SPECIAL TAXING DISTRICT**, pursuant to Chapter 18 of the Code of Miami-Dade County, Florida, and Section 1.01(a) (11) of the Miami-Dade County Home Rule Charter, in order to provide 24-hours a day, seven days a week, 365 days a year, uniformed, unarmed security guard services at the security guard station located at the causeway entrance to the Palm and Hibiscus Islands; and

WHEREAS, the District was approved on June 24, 1980, by a majority vote of qualified electors residing within the District; and

WHEREAS, the City Commission of the City of Miami Beach passed and adopted a subsequent Resolution No. 88-19257, on May 26, 1988, requesting the Board of County Commissioners to amend Ordinances No. 83-122 to permit the use of off-duty police officers to provide security guard services; and

WHEREAS, the Board of County Commissioners, by the adoption of Ordinance No. 88-62, on July 5, 1988, amended Ordinance No. 80-83 to provide for the utilization of off-duty police officers to perform guard services twenty-four (24) hours per day, seven (7) days per week, three hundred and sixty-five (365) days per year, at the security guard station located at the causeway entrance to the Palm and Hibiscus Islands, and to provide for the authorization to use an Interlocal Agreement to secure such services; and

WHEREAS, the parties hereto, for the consideration as herein set forth mutually agree as follows:

1. The **CITY** will furnish management, supervision, manpower, equipment, vehicles and supplies as required to provide for guard services (may also be referred to herein as a "service" or "services") This service shall consist of providing one (1) uniformed and armed off-duty police officer twenty-four (24) hours per day, seven (7) days per week, three hundred and sixty-five (365) days per year, within the PALM AND HIBISCUS ISLANDS SECURITY GUARD SPECIAL TAXING DISTRICT boundaries. This service is subject to the availability of the off duty police officers to perform this function and excludes coverage should the **CITY** require the utilization of its police officers for emergency situations such as natural disasters, civil disturbances, special events, and other similar situations.

In the event that the **CITY** finds that it is in the **CITY's** best interest to provide guard services with on-duty police officers, the County agrees to accept the services of the on-duty police officers and pay for said services pursuant to paragraph 2.

2. The **COUNTY** agrees to pay the **CITY's** fixed hourly rate prevailing at the time of execution of this Agreement for an off-duty or on-duty police officer, as applicable. The **COUNTY** also agrees to pay the applicable administrative fee as set by City Code. The **COUNTY** is aware that this hourly rate per off duty or on-duty police officer and administrative fee are subject to change as reflected in the uniform assignment rates set by the **CITY** and agrees to accept modifications affecting said rate of pay and administrative fees which may occur during the existence of this Agreement and subsequent renewals, if applicable, provided the **COUNTY** has received at least sixty (60) days advance notice of any such change. The **COUNTY** will also pay for the services provided by the job coordinator at the prevailing rates set by the **CITY**. The job coordinator will charge for coordination services provided in compliance with the existing policy of the Miami Beach Police Department.

The **COUNTY** acknowledges that the **CITY's** prevailing rates for services performed during recognized holidays will be higher than non-holiday workdays.

3. From special assessments collected within the District, the **COUNTY** shall pay all costs incurred by the **CITY** pursuant to Sections 1 and 2, above, within forty-five (45) days of receipt of itemized invoices.

4. Written instructions that clearly outline duties, responsibilities and expectations of officers ("Post Order"), shall be prepared by the **Miami Beach Police Department** and posted at a mutually agreed upon location within the District. All officers must comply with and have access to these Post Orders at all times while on duty. All Post Orders (initial or revised) must be

approved by the **COUNTY**. Post Orders may be amended from time to time by the **COUNTY** in its discretion as it deems appropriate in its administration of the District. The **COUNTY** will furnish at no cost to the **CITY**, a sufficient number of all required forms and a desk book with Post Orders.

5. The **COUNTY** will furnish at no cost to the **CITY**:

- a. time clock and related keys;
- b. sufficient number of required forms; and
- c. desk book.

6. The **CITY** agrees to indemnify and hold harmless the **COUNTY** and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the **COUNTY** or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the **CITY** or its employees, agents, servants, partners, principals or subcontractors. The **CITY** agrees to pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the **COUNTY**, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Provided, however, this indemnification shall only be to the extent and within the limitations of Section 768.28, Florida Statutes, subject to the provisions of that Statute 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 or portions thereof, which, when totaled with all other claims or judgment paid by the **CITY** arising out of the same incident or occurrence, exceed the sum of \$300,000 from any and all personal injury or

property damage claims, liability, losses or causes of action which may arise as a result of the negligence of the **CITY**. Prior to execution of this Agreement by the **COUNTY**, and commencement of work, the **CITY** must provide to the **COUNTY** proof of the **CITY**'s self-insurance pursuant to Chapter 440 and Section 768.28, Florida Statutes, for the following:

- a. Workers' Compensation
- b. Comprehensive General Liability
- c. Automobile Insurance

All such insurance required shall be reviewed by the County's Internal Services Risk Management Division for adequacy and acceptability and shall remain in effect during the term of this Agreement.

7. The **CITY** or its agent shall not in any event be considered nor shall it represent itself as an agent, officer, servant or employee of the **COUNTY** in the performance of its activities under this Agreement.

8. The term of this Agreement, as it relates to the guard services, is for a five (5) year period from October 1, 2021 to September 30, 2026. This Agreement, as it relates to the police roving patrol, can be terminated by either party, at any time, by sixty (60) days prior notification, in writing of desire to terminate.

10. All written notices under this Agreement will be sent by certified mail addressed to the following address of the **COUNTY**:

Miami-Dade Parks, Recreation and Open Spaces Department
Special Assessment Districts Division
111 NW 1st Street - Suite 1510
Miami, FL 33128 – 1929

and

the following address for the **CITY**:

City of Miami Beach, Florida
1700 Convention Center Drive
Miami Beach, Florida 33139
Attention: City Manager

11. Nothing expressed or implied herein is intended or shall be construed to confer upon or to give any person, firm, corporation or other entity, other than the parties hereto, any right, remedy or claim under or by reason of this Agreement or by reason of any term, covenant, condition, promise or agreement contained herein, all said rights, remedies and any claims whatsoever hereunder being for the sole and exclusive benefit of the parties hereto, their successors and assigns. No third party beneficiary rights are intended or implied.

12. This Agreement shall be binding upon the parties hereto.

13. The parties shall comply with applicable federal, state and local laws, codes, ordinances, rules and regulations in performing their respective duties, responsibilities and obligations pursuant to this Agreement. The parties shall not unlawfully discriminate in the performance of their respective duties under this Agreement.

14. This Agreement has been duly authorized, executed and delivered by each party hereto and constitutes a legal, valid, and binding obligation of each party in accordance with its terms.

15. The terms of this Agreement shall be enforceable by either party hereto in a court of competent jurisdiction by use of all available equitable and legal remedies. Venue in any proceeding shall be in Miami-Dade County, Florida. Each party will bear its own attorneys' fees and costs.

16. This Agreement shall be effective when approved, executed, and delivered by the City Manager of the City of Miami Beach, Florida and the County Mayor or designee as authorized

by City Resolution No. 2021-31737 and County Resolution No. _____ respectively.

17. As a condition precedent to the effectiveness of this Agreement and any subsequent amendments thereto, this Agreement and such amendments must be filed with the Clerk of the Board, in and for Miami-Dade County, Florida.

18. This document embodies the entire agreement and understanding between the parties hereto, and any other agreements and understandings, whether oral or written, with reference to the subject matter of this Agreement are merged herein or superseded hereby.

19. No alteration change or modifications of the terms of this Agreement shall be valid unless made in writing and signed by all parties and, if deemed by either the City Attorney or the County Attorney to be a material amendment, then only upon approval by both the City Manager and the County Mayor or designee.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties having caused this Interlocal Agreement to be executed by their respective and duly authorized officers.

CITY OF MIAMI BEACH, FLORIDA

ATTEST:

By:

RA
Rafael E. Granado, City Clerk

By:

Alina T. Hudak
Alina T. Hudak, City Manager

Date:

7/8/2021



APPROVED AS TO LEGAL FORM
AND CORRECTNESS:

JOHN H. DOLLO 7/1/21
City Attorney Date

MIAMI-DADE COUNTY BOARD OF COUNTY COMMISSIONERS, FLORIDA

ATTEST:

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

By: _____
Mayor or Mayor's Designee

Date: _____

APPROVED AS TO LEGAL FORM
AND CORRECTNESS:

County Attorney Date

RESOLUTION NO. 2021-31737

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN THE CITY AND MIAMI-DADE COUNTY, FLORIDA, SECURING CITY OF MIAMI BEACH POLICE OFFICERS TO PERFORM GUARD SERVICES FOR THE PALM AND HIBISCUS ISLAND SECURITY GUARD SPECIAL TAXING DISTRICT, FOR A TERM OF FIVE (5) YEARS, COMMENCING ON OCTOBER 1, 2021 AND EXPIRING ON SEPTEMBER 30, 2026.

WHEREAS, the City Commission adopted Resolutions No. 79-15827 on February 7, 1979, approving the creation of the "Palm and Hibiscus Island Security Guard Special Taxing District" (the "District") in order to provide 24-hour guard service, subject to compliance with the applicable Metropolitan Charter and Miami-Dade County Code; and

WHEREAS, the special guard protection service approved consisted of contracting for twenty-four hours a day, seven days a week, 365 days a year, unarmed, uniformed, guard services with a duly licensed and bonded, State of Florida approved Security Guard Service, at the entrance of the District, conditioned upon approval, by affirmative vote of the residents of Palm Island and Hibiscus Islands, in an election to be conducted in accordance with the Miami-Dade County Code, and further subject to approval by the Miami-Dade County Commission; and

WHEREAS, the Miami-Dade County Board of County Commissioners, by adoption of Ordinance No. 80-32 on April 15, 1980, as amended by Ordinance No. 83-122, created the Palm and Hibiscus Island Security Guard Special Taxing District, which District was approved on June 24, 1980, by a majority vote of qualified electors residing within the District; and

WHEREAS, In connection with the creation of the District, the City leases to Miami-Dade County, Florida (the "County") the security guard building ("Palm and Hibiscus security guard station") located at the causeway entrance to the Palm and Hibiscus Islands for use by the District for security services; and

WHEREAS, thereafter, more than 50% of the owners of the properties within the District filed a petition requesting that the County utilize off-duty police officers rather than unarmed security guards to provide guard services within the District; and

WHEREAS, on May 26, 1988, the Mayor and City Commission adopted a subsequent Resolution No. 88-19257, requesting that the Board of County Commissioners amend Ordinance No. 83-122 to permit the use of off-duty police officers to provide the guard services; and

WHEREAS, on July 5, 1988, the Board of County Commissioners, by the adoption of Ordinance No. 88-62, amended Ordinance No. 80-32, authorizing the utilization of an off-duty police officer to perform guard services within the District and the use of an Interlocal Agreement to secure such services; and

WHEREAS, as authorized, the parties have entered into several Interlocal Agreements providing for guard services by City of Miami Beach off-duty police officers, with the last Interlocal Agreement, dated March 10, 2009, set to expire on September 30, 2021; and

WHEREAS, the Palm and Hibiscus Island Homeowners Association are satisfied with the services being provided by the City's off-duty police officers and the County and City would like to enter into a new Interlocal Agreement; and

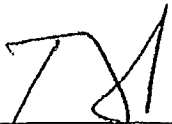
WHEREAS, The proposed new Interlocal Agreement, provides that the City will staff the District with off-duty police officers to perform guard services twenty-four (24) hours per day, seven (7) days per week, three hundred and sixty-five (365) days per year, at the Palm and Hibiscus security guard station for a five-year term, commencing on October 1, 2021 and expiring on September 30, 2026; and

WHEREAS, the City Manager recommends approving the proposed new Interlocal Agreement, incorporated herein by reference and attached hereto as Exhibit "1" in order to ensure the continuation of these important security services for the District.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND THE CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby approve and authorize the City Manager and City Clerk to execute an Interlocal Agreement between the City and Miami-Dade County, Florida, securing City of Miami Beach Police officers to perform guard services for the Palm and Hibiscus Island Security Guard Special Taxing District, for a term of five (5) years, commencing on October 1, 2021 and expiring on September 30, 2026.

PASSED and ADOPTED this 23rd day of June, 2021.

ATTEST:


6/28/2021
Rafael E. Granado, City Clerk


Dan Gelber, Mayor



APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION


City Attorney
06/04/21
Date