

MEMORANDUM

Agenda Item No. 8(H)(2)

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 five identical Interlocal Agreements between Miami-Dade County, and the City of Miami, for off-duty police officers to provide security guard services for five Security Guard Special Taxing Districts; authorizing the County Mayor to execute the Agreements; and further authorizing the County Mayor to exercise any modification, and termination provisions contained therein

Resolution No. R-817-21

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 Raquel A. Regalado.



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 for use of off-duty Police Officers for Five 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 five (5) identical Interlocal Agreements (Agreements) between Miami-Dade County (County), and the City of Miami (City), for the purpose of providing off-duty police officers according to the requirement of each security guard special taxing district (Special Taxing Districts), and attached as Exhibit A to the resolution.

Scope

These Agreements apply to special taxing district within Commission District 3, which is represented by County Commissioner Keon Hardemon and Commission District 7, which is represented by County Commissioner Raquel A. Regalado, and will provide for roving patrol from off-duty police officers.

Fiscal Impact/Funding Source

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

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 Ordinances creating these Special Taxing Districts regardless of their demographics or income levels.

Track Record/Monitor

The Agreements 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 five (5) identical Agreements, and to execute any modification and termination provisions contained therein with the City. These Agreements with the City provide for off-duty police services as required by the Special Taxing Districts.

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

Background

The County and the City have had prior identical Agreements in place with the following Special Taxing Districts which are scheduled to expire on September 30, 2021 and there are no further renewal provisions available:

Special Taxing District Name	Creating Ordinance No.	Commission District No.	Start Date of Prior Agreements
Morningside Security Guard Special Taxing District	97-46	3	October 4, 2005
Natoma Manors Roving Patrol Security Guard Special Taxing District	99-97	7	October 4, 2005
Brickells Flagler Security Guard Special Taxing District	97-119	7	March 18, 2010
Fairhaven Roving Patrol Security Guard Special Taxing District	98-93	7	October 4, 2005
Bay Heights Roving Patrol Security Guard Special Taxing District	97-120	7	July 23, 2007

These Agreements will be for a period of five (5) years effective on October 1, 2021 and will ensure continuity of security services for these Special Taxing Districts. The terms of these new Agreements do not vary from those that have been in existence between the County and the City. 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)(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 ____, 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)(2)
9-1-21

RESOLUTION NO. R-817-21

RESOLUTION APPROVING FIVE IDENTICAL INTERLOCAL AGREEMENTS BETWEEN MIAMI-DADE COUNTY, AND THE CITY OF MIAMI, FOR OFF-DUTY POLICE OFFICERS TO PROVIDE SECURITY GUARD SERVICES FOR FIVE SECURITY GUARD SPECIAL TAXING DISTRICTS; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE AGREEMENTS; 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:

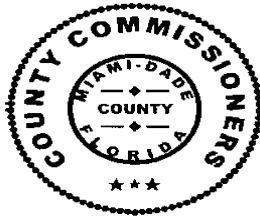
Section 1. This Board incorporates and approves the foregoing recital and Mayor's Memorandum as if fully set forth herein.

Section 2. Authorizes the County Mayor or County Mayor's designee to execute the Interlocal Agreements (Agreements) in substantially the form attached hereto as Exhibit A with the City of Miami, and to exercise any modification, amendment, and termination provision contained therein, as may be necessary on behalf of the: Morningside Security Guard Special Taxing District, Morningside Security Guard Special Taxing District, Brickells Flagler Security Guard Special Taxing District, Fairhaven Roving Patrol Security Guard Special Taxing District, and Bay Heights Roving Patrol 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 FOR PROVISION OF POLICE
ROVING PATROL FOR THE BRICKELLS
FLAGLER 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, 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 Ordinance No. 11302 on September 14, 1995, approving the creation of the BRICKELLS FLAGLER SECURITY GUARD SPECIAL TAXING DISTRICT; and

WHEREAS, the Miami-Dade County Board of County Commissioners, by adoption of Ordinance No. 97-119 on July 8, 1997, created the BRICKELLS FLAGLER 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, and authorized the execution of an interlocal agreement, in order for the **CITY** to provide off duty police services for the BRICKELLS FLAGLER SECURITY GUARD SPECIAL TAXING DISTRICT; and

WHEREAS, the District was approved on September 9, 1997, by a majority vote of qualified electors residing within the District; 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 police services. This service shall consist of one roving uniformed off-duty police officer, twelve (12) hours per day, five (5) days per week, Monday through Friday, from 7:00 P.M. to 7:00 A.M., and twenty-four (24) hours a day, two (2) days per week, on the weekends, fifty-two (52) weeks per year within the BRICKELLS FLAGLER 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.

2. The **COUNTY** agrees to pay the fixed hourly rate prevailing at the time of execution of this Agreement for an off duty police officer. 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 police officer and administrative fee are subject to change as reflected in the uniform off duty 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.

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 and by the **COUNTY** 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 **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 \$100,000, 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 \$200,000 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:

1. Workers' Compensation
2. Comprehensive General Liability
3. 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.

6. 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.

7. The term of this Agreement, as it relates to the off-duty police 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.

8. The **COUNTY** retains the option of renewing this Agreement for a two (2) year period at the prevailing off duty police officer rates and administrative fees pursuant to Section 2 above, with the consent of the **CITY**. The renewal agreement can be terminated by either party, at any time, by sixty (60) days prior notification in writing of desire to terminate.

9. 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**:

Arthur Noriega V.,
City Manager
3500 Pan American Drive
Miami, FL 33133

with copy to:
Victoria Méndez,
City Attorney
444 SW 2nd Avenue – Suite 945
Miami, FL 33130-1910

10. 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.

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

12. 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.

12. 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.

13. 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.

14. This Agreement shall be effective when approved, executed, and delivered by the City Manager of the City of Miami and the County Mayor or designee as authorized by City Resolution No. R-04-0567 and County Ordinance No. 97-119 as amended respectively.

15. 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.

16. 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.

17. 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.

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: _____
City Clerk

By: _____
City Manager

Date: _____

APPROVED AS TO LEGAL FORM
AND CORRECTNESS:

City Attorney

Date

MIAMI-DADE COUNTY board of county commissioners, FLORIDA

ATTEST:

By: _____
Mayor or Mayor's Designee

Date

HARVEY RUVIN, CLERK

APPROVED AS TO LEGAL FORM AND
CORRECTNESS:

Assistant County Attorney

By: _____
Deputy Clerk

Date

**INTERLOCAL AGREEMENT BY AND BETWEEN
MIAMI-DADE COUNTY, FLORIDA AND THE
CITY OF MIAMI FOR PROVISION OF POLICE
ROVING PATROL FOR THE MORNINGSIDE
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, 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 Ordinance No. 11460 on February 27, 1997, approving the creation of the MORNINGSIDE SECURITY GUARD SPECIAL TAXING DISTRICT; and

WHEREAS, the Miami-Dade County Board of County Commissioners, by adoption of Ordinance No. 97-46 on May 6, 1997, created the MORNINGSIDE 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, and authorized the execution of an interlocal agreement, in order for the **CITY** to provide off duty police services for the MORNINGSIDE SECURITY GUARD SPECIAL TAXING DISTRICT; and

WHEREAS, the District was approved on July 1, 1997, by a majority vote of qualified electors residing within the District; 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 police services. This service shall consist of one roving uniformed off-duty police officer, three (3) hours per day, five (5) days per week, two-hundred and sixty (260) days per year within the MORNINGSIDE 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.

2. The **COUNTY** agrees to pay the fixed hourly rate prevailing at the time of execution of this Agreement for an off-duty police officer. 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 police officer and administrative fee are subject to change as reflected in the uniform off duty 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.

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 and by the **COUNTY** 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 **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 \$100,000, 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 \$200,000 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:

1. Workers' Compensation

2. Comprehensive General Liability
3. 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.

6. 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.

7. The term of this Agreement, as it relates to the off-duty police 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.

8. The **COUNTY** retains the option of renewing this Agreement for a two-year period at the prevailing off duty police officer rates and administrative fees pursuant to Section 2 above, with the consent of the **CITY**. The renewal agreement can be terminated by either party, at any time, by sixty (60) days prior notification in writing of desire to terminate.

9. 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**:

Arthur Noriega V.,
City Manager
3500 Pan American Drive

Miami, FL 33133

with copy to:

Victoria Méndez,
City Attorney

444 SW 2nd Avenue – Suite 945
Miami, FL 33130-1910

10. 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.

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

12. 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.

12. 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.

13. 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.

14. This Agreement shall be effective when approved, executed, and delivered by the City Manager of the City of Miami and the County Mayor or designee as authorized by City Ordinance No. 11460 and County Ordinance No. 97-46 respectively.

15. 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.

16. 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.

17. 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.

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: _____
City Clerk

By: _____
City Manager

Date: _____

APPROVED AS TO LEGAL FORM
AND CORRECTNESS:

City Attorney

Date

MIAMI-DADE COUNTY board of county commissioners, FLORIDA

ATTEST:

By: _____
Mayor or Mayor's Designee

Date

HARVEY RUVIN, CLERK

APPROVED AS TO LEGAL FORM AND
CORRECTNESS:

Assistant County Attorney

By: _____
Deputy Clerk

Date

**INTERLOCAL AGREEMENT BY AND BETWEEN
MIAMI-DADE COUNTY, FLORIDA AND THE
CITY OF MIAMI FOR PROVISION OF POLICE
ROVING PATROL FOR NATOMA MANORS
ROVING PATROL 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, 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 Ordinance No. 11787 on April 27, 1999, approving the creation of the NATOMA MANORS ROVING PATROL SECURITY GUARD SPECIAL TAXING DISTRICT; and

WHEREAS, the Miami-Dade County Board of County Commissioners, by adoption of Ordinance No. 99-97 on July 27, 1999, created the NATOMA MANORS ROVING PATROL 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, and authorized the execution of an interlocal agreement, in order for the **CITY** to provide off duty police services for the NATOMA MANORS ROVING PATROL SECURITY GUARD SPECIAL TAXING DISTRICT; and

WHEREAS, the District was approved on September 14, 1999, by a majority vote of qualified electors residing within the District; 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 police services. This service shall consist of one roving uniformed off-duty police officer, four (4) hours per day, five (5) days per week, two-hundred and sixty (260) days per year within the NATOMA MANORS ROVING PATROL 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.

2. The **COUNTY** agrees to pay the fixed hourly rate prevailing at the time of execution of this Agreement for an off duty police officer. 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 police officer and administrative fee are subject to change as reflected in the uniform off duty 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.

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 and by the **COUNTY** 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 **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 \$100,000, 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 \$200,000 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:

1. Workers' Compensation
2. Comprehensive General Liability
3. 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.

6. 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.

7. The term of this Agreement, as it relates to the off-duty police 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.

8. The **COUNTY** retains the option of renewing this Agreement for a two-year period at the prevailing off duty police officer rates and administrative fees pursuant to Section 2 above, with the consent of the **CITY**. The renewal agreement can be terminated by either party, at any time, by sixty (60) days prior notification in writing of desire to terminate.

9. 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**:

Arthur Noriega V.,
City Manager
3500 Pan American Drive
Miami, FL 33133

with copy to:
Victoria Méndez,
City Attorney
444 SW 2nd Avenue – Suite 945
Miami, FL 33130-1910

10. 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.

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

12. 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.

12. 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.

13. 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.

14. This Agreement shall be effective when approved, executed, and delivered by the City Manager of the City of Miami and the County Mayor or designee as authorized by City Ordinance No. 11787 and County Ordinance No. 99-97 respectively.

15. 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.

16. 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.

17. 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.

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: _____
City Clerk

By: _____
City Manager

Date: _____

APPROVED AS TO LEGAL FORM
AND CORRECTNESS:

City Attorney

Date

MIAMI-DADE COUNTY board of county commissioners, FLORIDA

ATTEST:

By: _____
Mayor or Mayor's Designee

Date

HARVEY RUVIN, CLERK

APPROVED AS TO LEGAL FORM AND
CORRECTNESS:

Assistant County Attorney

By: _____
Deputy Clerk

Date

**INTERLOCAL AGREEMENT BY AND BETWEEN
MIAMI-DADE COUNTY, FLORIDA AND THE
CITY OF MIAMI FOR PROVISION OF POLICE
ROVING PATROL FOR FAIRHAVEN ROVING
PATROL 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, 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 Ordinance No. 11641 on March 24, 1998, approving the creation of the FAIRHAVEN ROVING PATROL SECURITY GUARD SPECIAL TAXING DISTRICT; and

WHEREAS, the Miami-Dade County Board of County Commissioners, by adoption of Ordinance No. 98-93 on June 16, 1998, created the FAIRHAVEN ROVING PATROL 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, and authorized the execution of an interlocal agreement, in order for the **CITY** to provide off duty police services for the FAIRHAVEN ROVING PATROL SECURITY GUARD SPECIAL TAXING DISTRICT; and

WHEREAS, the District was approved on July 28, 1998, by a majority vote of qualified electors residing within the District; 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 police services. This service shall consist of one roving uniformed off-duty police officer, eight (8) hours per day, three hundred and sixty-five (365) days per year within the FAIRHAVEN ROVING PATROL 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.

2. The **COUNTY** agrees to pay the fixed hourly rate prevailing at the time of execution of this Agreement for an off duty police officer. 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 police officer and administrative fee are subject to change as reflected in the uniform off duty 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.

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 and by the **COUNTY** 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 **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 \$100,000, 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 \$200,000 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:

1. Workers' Compensation
2. Comprehensive General Liability
3. 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.

6. 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.

7. The term of this Agreement, as it relates to the off-duty police 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.

8. The **COUNTY** retains the option of renewing this Agreement for a two-year period at the prevailing off duty police officer rates and administrative fees pursuant to Section 2 above, with the consent of the **CITY**. The renewal agreement can be terminated by either party, at any time, by sixty (60) days prior notification in writing of desire to terminate.

9. 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**:

Arthur Noriega V.,
City Manager
3500 Pan American Drive
Miami, FL 33133

with copy to:
Victoria Méndez,
City Attorney
444 SW 2nd Avenue – Suite 945
Miami, FL 33130-1910

10. 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.

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

12. 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.

12. 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.

13. 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.

14. This Agreement shall be effective when approved, executed, and delivered by the City Manager of the City of Miami and the County Mayor or designee as authorized by City Ordinance No. 11641 and County Ordinance No. 98-93 respectively.

15. 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.

16. 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.

17. 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.

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: _____
City Clerk

By: _____
City Manager

Date: _____

APPROVED AS TO LEGAL FORM
AND CORRECTNESS:

City Attorney

Date

MIAMI-DADE COUNTY board of county commissioners, FLORIDA

ATTEST:

By: _____
Mayor or Mayor's Designee

Date

HARVEY RUVIN, CLERK

APPROVED AS TO LEGAL FORM AND
CORRECTNESS:

Assistant County Attorney

By: _____
Deputy Clerk

Date

**INTERLOCAL AGREEMENT BY AND BETWEEN
MIAMI-DADE COUNTY, FLORIDA AND THE
CITY OF MIAMI FOR PROVISION OF POLICE
ROVING PATROL FOR BAY HEIGHTS ROVING
PATROL 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, 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 Ordinance No. 11476 on April 10, 1997, approving the creation of the BAY HEIGHTS ROVING PATROL SECURITY GUARD SPECIAL TAXING DISTRICT; and

WHEREAS, the Miami-Dade County Board of County Commissioners, by adoption of Ordinance No. 97-120 on July 8, 1997, created the FAIRHAVEN ROVING PATROL 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, and authorized the execution of an interlocal agreement, in order for the **CITY** to provide off duty police services for the FAIRHAVEN ROVING PATROL SECURITY GUARD SPECIAL TAXING DISTRICT; and

WHEREAS, the District was approved on September 9, 1997, by a majority vote of qualified electors residing within the District; and

WHEREAS, an amendment approving an increase in their level of service was approved by the City Commission and the Miami-Dade County Board of County Commissioners as authorized by City Ordinance No. 12866 and County Ordinance No. 07-55 respectively; 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 police services. This service shall consist of one roving uniformed off-duty police officer, twenty-four (24) hours per day, three hundred and sixty-five (365) days per year within the BAY HEIGHTS ROVING PATROL 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.

2. The **COUNTY** agrees to pay the fixed hourly rate prevailing at the time of execution of this Agreement for an off duty police officer. 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 police officer and administrative fee are subject to change as reflected in the uniform off duty 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.

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 and by the **COUNTY** 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 **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 \$100,000, 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 \$200,000 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:

1. Workers' Compensation
2. Comprehensive General Liability
3. 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.

6. 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.

7. The term of this Agreement, as it relates to the off-duty police 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.

8. The **COUNTY** retains the option of renewing this Agreement for a two-year period at the prevailing off duty police officer rates and administrative fees pursuant to Section 2 above, with the consent of the **CITY**. The renewal agreement can be terminated by either party, at any time, by sixty (60) days prior notification in writing of desire to terminate.

9. 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**:

Arthur Noriega V.,
City Manager
3500 Pan American Drive
Miami, FL 33133

with copy to:
Victoria Méndez,
City Attorney
444 SW 2nd Avenue – Suite 945
Miami, FL 33130-1910

10. 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.

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

12. 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.

12. 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.

13. 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.

14. This Agreement shall be effective when approved, executed, and delivered by the City Manager of the City of Miami and the County Mayor or designee as authorized by City Ordinance No. 12104 and County Ordinance No. 97-120 respectively.

15. 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.

16. 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.

17. 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.

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: _____
City Clerk

By: _____
City Manager

Date: _____

APPROVED AS TO LEGAL FORM
AND CORRECTNESS:

City Attorney

Date

MIAMI-DADE COUNTY board of county commissioners, FLORIDA

ATTEST:

By: _____
Mayor or Mayor's Designee

Date

HARVEY RUVIN, CLERK

APPROVED AS TO LEGAL FORM AND
CORRECTNESS:

Assistant County Attorney

By: _____
Deputy Clerk

Date