

**INTERLOCAL AGREEMENT BY AND BETWEEN MIAMI-  
DADE COUNTY AND THE CITY OF MIAMI BEACH FOR  
INSTALLATION OF SECURITY CAMERAS AND RELATED  
EQUIPMENT WITHIN THE BISCAYNE BEACH SECURITY  
GUARD SPECIAL TAXING DISTRICT.**

THIS AGREEMENT FOR THE INSTALLATION OF SECURITY CAMERAS AND RELATED EQUIPMENT WITHIN THE BOUNDARIES OF THE BISCAYNE BEACH SECURITY GUARD SPECIAL TAXING DISTRICT ("**Agreement**"), made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between **MIAMI-DADE COUNTY, FLORIDA**, a political subdivision of the STATE OF FLORIDA (hereinafter referred to as the "**County**") and the **CITY OF MIAMI BEACH, FLORIDA**, a municipal corporation of the STATE OF FLORIDA (hereinafter referred to as the "**City**").

**WITNESSETH**

**WHEREAS**, Section 163.01 of the Florida Statutes and Sections 2-9 and 2-10 of the Code of Miami-Dade County permit the County and the City to enter into interlocal agreements; and

**WHEREAS**, the City and the County are mutually desirous of allowing the City to provide video surveillance, including acquisition, installation, operation, maintenance, repair and replacement of equipment, for the Biscayne Beach Security Guard Special Taxing District ("**Special Taxing District**").

**NOW, THEREFORE**, in consideration of the covenants herein provided, the City and the County agree as follows:

1. The foregoing recitals are incorporated herein.
2. This Agreement shall become effective when signed and approved by the governing bodies of the City and the County, or their designees ("**Effective Date**").
3. The City shall select license-plate recognition cameras and video surveillance equipment ("**Equipment**"), and design the layout, for the installation in the Special Taxing District, in accordance with all applicable laws and regulations and in accordance with the Special Taxing District's creating ordinance and any amending ordinances.
4. Within one hundred twenty (120) days of the Effective Date, the City shall submit its Equipment selection, design, and budget to the County for approval.
5. If approved by the County, the City shall acquire, install, maintain, repair, and replace, as necessary, the approved Equipment in accordance with the design and budget approved by the County, and in accordance with all applicable laws and regulations.

6. If the City's Equipment selection, design, and budget are not submitted to the County for approval in accordance with paragraph 4 of this Agreement, the County shall have the option, at its discretion, to grant an extension to the City, or to terminate this Agreement following 30 days prior written notice to the City.
7. Within forty-five (45) days of completion of installation of the Equipment, the City shall submit to the County a final itemized invoice detailing the costs of the Equipment and installation of the Equipment.
8. Within forty-five (45) days of receipt of the City's final itemized invoice, the County shall reimburse the City for the costs associated with the Equipment and installation of the Equipment, but the County shall not be liable to reimburse the City for any costs exceeding the budget approved by the County nor shall the County be liable to reimburse the City for unapproved Equipment or Equipment installed outside of the approved design.
9. This Agreement shall automatically renew each year on the anniversary of the Effective Date unless terminated at the election of either party, a) following thirty (30) days prior notice to the other party, or b) this Agreement is automatically terminated as provided in paragraph 15.
10. By December 31 of 2019, the City shall submit to the County for approval its requested budget for maintenance, repair, and replacement of Equipment for the following year of operation.
11. Invoices from the City for maintenance, repairs, or replacement of Equipment shall be submitted to the County within forty-five (45) days of incurring the cost, and the total costs submitted within one contract year shall not exceed the budget approved by the County. Failure to submit invoices in accordance with this paragraph shall constitute a waiver of payment for those costs.
12. The County has collected \$42,559.12 in special assessments from the Special Taxing District for the costs of the equipment and all costs associated with the design, installation, maintenance, repair, and replacement of the equipment for the first year, and will collect \$157.50 for the second year.
13. The City shall retain, store, and release the surveillance recordings and images in accordance with all applicable laws and regulations.
14. The Equipment, including any replacements of the Equipment, shall remain the property of the Special Taxing District, or, in the event the Special Taxing District is dissolved, prior to any to any transfer of control of the Special Taxing District to the City, the Equipment, any replacement of the Equipment, and all capital improvements relating to the Special Taxing District's security guard services shall be sold at fair market value by the County and the proceeds thereof, and any unexpended special

assessments shall be refunded to the property owners in the Special Taxing District on a pro rata basis.

15. The undersigned further agrees that these conditions shall be deemed a continuing obligation between the City and the County and shall remain in full force and effect and be binding on the City and the County, and permitted successors or assigns, unless the control of the Special Taxing District is transferred from the County to the City, in which event this Agreement, and all obligations thereunder, shall automatically terminate.
16. Nothing in this Agreement, expressed or implied, is intended to: (a) confer upon any entity or person other than the parties and any permitted successors or assigns, any rights or remedies under or by reason of the Agreement as a third party beneficiary or otherwise except as specifically provided in this Agreement; or (b) authorize anyone not a party to this Agreement to maintain an action pursuant to or based upon this Agreement. Additionally, nothing herein shall be deemed to constitute a waiver of any rights under Section 768.28 of the Florida Statutes, or as a waiver of the City's or County's sovereign rights.
17. Neither party, nor, or its agents, shall not in any event be considered, nor shall it represent itself as, an agent, officer, servant or employee of the other party in the performance of this Agreement.
18. 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.
19. The language in the Agreement embodies the entire agreement and understanding between the parties hereto, and expresses the mutual intent and agreement of the County and the City, and shall not, as a matter of judicial construction, be construed more severely against one of the parties from the other.
20. No alteration, change or modifications of the terms of this Agreement shall be valid unless made in writing and signed by all parties.
21. All notices to be provided pursuant to this Agreement shall be sent via hand-delivery, or by U.S. First Class mail and addressed to the following representatives of the parties:

City:

Jimmy L. Morales, City Manager  
City of Miami Beach  
1700 Convention Center Drive  
Miami Beach, FL 33139



With copy to:

Raul Aguila, City Attorney  
City of Miami Beach  
1700 Convention Center Drive  
Miami Beach, FL 33139

County:

Mayor Carlos Gimenez  
Miami-Dade County  
Stephen P. Clark Center  
111 Northwest First Street  
Miami, Florida 33128

**IN WITNESS WHEREOF**, the City and County have caused this Agreement to be executed by their respective officials thereunto duly authorized this the day and year above written.

**CITY OF MIAMI BEACH, FLORIDA**  
**a municipal corporation**

**ATTEST:**

By: \_\_\_\_\_  
Rafael E. Granado,  
City Clerk

By: \_\_\_\_\_  
Jimmy L. Morales,  
City Manager

Date: \_\_\_\_\_

APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION  
R. Aguila 2/19/20  
City Attorney Date  
NK

**MIAMI-DADE COUNTY BOARD  
OF COUNTY COMMISSIONERS,  
FLORIDA**

**ATTEST:**

HARVEY RUVIN, CLERK

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Mayor or Mayor's  
Designee

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form and legal sufficiency

\_\_\_\_\_  
County Attorney