

**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. \_\_\_\_\_ 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

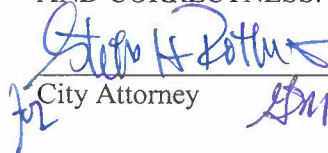
ATTEST:

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

By: \_\_\_\_\_  
Alina T. Hudak, City Manager

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

APPROVED AS TO LEGAL FORM  
AND CORRECTNESS:

  
\_\_\_\_\_  
City Attorney

06/04/21  
\_\_\_\_\_  
Date



