

MIAMI BEACH

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MIAMI BEACH AND ALLISON ISLAND ASSOCIATION, INC.

This Memorandum of Understanding (“MOU”) is made and entered into this _____ day of _____, 2023 by and between the **City of Miami Beach, Florida**, a Florida municipal corporation (hereinafter the “City”) and **Allision Island Association, Inc.**, a Florida not-for-profit corporation (hereinafter the “Association”).

RECITALS

WHEREAS, the Allison Island Security Guard Special Taxing District (the “Special Taxing District”) was created pursuant to City Commission Resolution No. 89-19604, adopted on May 10, 1989, and Miami-Dade Ordinance No. 89-125, adopted on December 5, 1989, for the purpose of constructing a guardhouse and installing gates within City land at the entrance of the Special Taxing District; and providing a safety and sentinel security guard service; and

WHEREAS, the City Resolution approved a 24 hours a day, seven days a week, 365 days a year, unarmed, uniformed, security guard service, with a duly licensed and bonded, State of Florida approved security guard service (the “Services”), to provide such services at the entrance of the Special Taxing District; and

WHEREAS, pursuant to City Commission Resolution No. 2018-30575, adopted on October 17, 2018, and Miami-Dade County Resolution No. R-590-19, Miami-Dade County transferred control of the Special Taxing District to the City; and

WHEREAS, pursuant to City Commission Resolution No. 2020-31145, adopted on January 15, 2020, the City and Miami-Dade County entered into an Interlocal Agreement memorializing the transfer of control of the Special Taxing District from the County to the City; and

WHEREAS, the boundaries of the Special Taxing District include a portion of Section 11, Township 53 South, Range 42 East, Miami-Dade County, Florida, being more particularly described as:

Lots 2 thru 52 of “Indian Creek Subdivision” according to the Plat thereof, as recorded in Plat Book 31, at Pag 75, of the Public Records of Miami-Dade County, Florida.

WHEREAS, the City is currently providing the Services for the Special Taxing District pursuant to a Professional Services Agreement, dated April 1, 2021, between the City and FPI Security Services, Inc. (“FPI Agreement”); and

WHEREAS, the City provides these Services from the City’s guard house (“Guard House”), on City-owned land bearing Folio No. 02-3211-003-0510, located on Allison Road north of 63rd Street, the cost of which is paid from the Special Taxing District funds; and

WHEREAS, the Fiscal Year 2023-2024 budget for the Special Taxing District, in the amount of \$324,000.00, which included an allocation, in the amount of \$275,000.00, for the hiring of a security services company (the "Security Services Contractor"), with the remainder of the budget to be used for other components of the Services including, without limitation, utilities and maintenance by the City for the Guard House; and

WHEREAS, between June 17, 2023 and August 25, 2023, 41 of the 50 homeowners voted yes, authorizing the Association to take over the selection of the security company for the Special Taxing District and the increased expenditures for heightened security for the Special Taxing District; and

WHEREAS, at the September 27, 2023 City Commission meeting, the Mayor and City Commission considered an agenda item, entitled "Discuss and Take Action Regarding a Request from the Allison Island Association ("HOA") to negotiate an Agreement between the HOA and the City, to permit the HOA to Select and Contract Directly with a Private Security Provider, and Authorize the City to reimburse the HOA with Special Assessment Revenue from the Allison Island Security Guard Special Taxing District" and the Mayor and City Commission authorized the City Attorney to negotiate an agreement with the Association to provide for the security on a reimbursement basis; and

WHEREAS, on December 13, 2029, the Mayor and City Commission adopted Resolution No. _____, approving this MOU (the "Resolution"); and

WHEREAS, pursuant to the Resolution, the City and the Association have entered into this MOU, addressing each parties' respective responsibilities relating to the transfer of responsibility, from the City to the Association, for providing the Services for the Special Taxing District, commencing during Fiscal Year 2023-2024 and for subsequent Fiscal Years, subject to budget approval for the amount allocated to a Security Services Contractor for the Special Taxing District; and

WHEREAS, following receipt of the executed MOU, the City will enter into discussions with FPI of begin the process of removing the Services from the scope of the FPI Agreement, following which, the City will notify the Association of the date in which the Security Services Contractor may commence providing Services.

NOW THEREFORE, in consideration of the mutual terms and conditions, promises, and covenants set forth herein, the City and the Association agree as follows:

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ARTICLE I / PROFFER SUMMARY

ASSOCIATION: Allison Island Association, Inc.
THE ASSOCIATION CONTACT: Corey Salter, President
ADDRESS: 6470 Allison Road
CITY, STATE, ZIP: Miami Beach, FL 33141
PHONE, FAX, E-MAIL: O-646-430-8252/M 203-803-0481
csalter@authentic.com
FUNDING AMOUNT: not to exceed \$275,000.00
DESCRIPTION OF SERVICES: See Exhibit 1 hereto
TERM: First Annual Term: Beginning on the Commencement Date of the Services and expire on September 30, 2024. The Commencement Date of the Services for the first annual term shall be on the date following the effective date of termination/removal of the Services from the FPI Agreement. With the exception of the first annual term, which will be shorter, each annual term shall commence on October 1st and expire on September 30th, each a Fiscal Year.
Annual Renewals: The MOU may be renewed annually by agreement of the parties, based upon the approved budget for the applicable Fiscal Year for the Services under the Special Assessment District. A party not intending to renew the MOU shall provide written notice of said intent to the other party at least 180 days prior to the expiration of the respective annual Term.

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ARTICLE II / GENERAL CONDITIONS

1. **PARTIES:** The parties to this MOU are the Association, listed in Article I, and the City, a municipal corporation organized under the laws of the State of Florida. The City has delegated the responsibility of administering this MOU to the City Manager or the City Manager's authorized designee (the "City Manager's Designee"). The Association warrants and represents that the Association is authorized to execute this MOU pursuant to a resolution or other required vote of the members of the Association.

2. **DESCRIPTION OF SERVICES:** The Association shall provide security services, as more particularly described in Exhibit 1, attached hereto ("Services"), on behalf of the residents living within the District. Any modification to Exhibit 1 shall not be effective unless approved by a written amendment to this MOU signed by the City and the Association.

3. **MONITORING AND EVALUATION:** The City Manager or the City Manager's Designee may monitor and conduct an evaluation of the Services, as described in Exhibit 1 of this MOU, which may include, without limitation, visits by City representatives to the Guard House or other portions of the District to verify compliance with this MOU.

4. **OWNERSHIP OF THE GUARD HOUSE:** The guard house and all personal property located therein, is the Property of the City.

5. **AUDIT AND INSPECTIONS:** Upon reasonable verbal or written notice to the Association, and at any time during normal business hours (i.e. 9AM – 5PM, Monday through Fridays, excluding nationally recognized holidays), and as often as the City Manager may, in his/her reasonable discretion and judgment, deem necessary, there shall be made available to the City Manager, and/or such representatives as the City Manager may deem to act on the City's behalf, to audit, examine, and/ or inspect, any and all other documents and/or records relating to all matters covered by this MOU. The Association shall maintain any and all such records at its place of business at the address for the Association's Contract, as set forth in Article 1.

6. **INSPECTOR GENERAL AUDIT RIGHTS:**

A. Pursuant to Section 2-256 of the Code of the City of Miami Beach, the City has established the Office of the Inspector General which may, on a random basis, perform reviews, audits, inspections and investigations on all City contracts, throughout the duration of said contracts. This random audit is separate and distinct from any other audit performed by or on behalf of the City.

B. The Office of the Inspector General is authorized to investigate City affairs and empowered to review past, present and proposed City programs, accounts, records, contracts and transactions. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of witnesses and monitor City projects and programs. Monitoring of an existing City project or program may include a report concerning whether the project is on time, within budget and in conformance with the contract documents and applicable law. The Inspector General shall have the power to audit, investigate, monitor, oversee, inspect and review operations, activities, performance

and procurement process including but not limited to project design, bid specifications, (bid/proposal) submittals, activities of the Association, its officers, agents and employees, lobbyists, City staff and elected officials to ensure compliance with the contract documents and to detect fraud and corruption. Pursuant to Section 2-378 of the City Code, the City is allocating a percentage of its overall annual contract expenditures to fund the activities and operations of the Office of Inspector General.

C. Upon ten (10) days written notice to the Association, the Association shall make all requested records and documents available to the Inspector General for inspection and copying. The Inspector General is empowered to retain the services of independent private sector auditors to audit, investigate, monitor, oversee, inspect and review operations activities, performance and procurement process including but not limited to project design, bid specifications, (bid/proposal) submittals, activities of the Association, its officers, agents and employees, lobbyists, City staff and elected officials to ensure compliance with the contract documents and to detect fraud and corruption.

D. The Inspector General shall have the right to inspect and copy all documents and records in the Association's possession, custody or control which in the Inspector General's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements from and with successful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, (bid/proposal) and contract documents, back-change documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records and supporting documentation for the aforesaid documents and records.

E. The Association shall make available at its office at all reasonable times the records, materials, and other evidence regarding the acquisition (bid preparation) and performance of this MOU, for examination, audit, or reproduction, until three (3) years after final payment under this MOU or for any longer period required by statute or by other clauses of this contract. In addition:

- i. If this MOU is completely or partially terminated, the Association shall make available records relating to the work terminated until three (3) years after any resulting final termination settlement; and
- ii. The Association shall make available records relating to appeals or to litigation or the settlement of claims arising under or relating to this MOU until such appeals, litigation, or claims are finally resolved.

F. The provisions in this section shall apply to the Association, its officers, agents, employees, subcontractors and suppliers. The Association shall incorporate the provisions in this section in all subcontracts and all other agreements executed by the Association in connection with the performance of this MOU.

G. Nothing in this section shall impair any independent right to the City to conduct audits or investigative activities. The provisions of this section are neither intended nor shall they be construed to impose any liability on the City by the Association or third parties.

7. **LIABILITY AND INDEMNIFICATION:** The Association shall indemnify, defend and hold harmless the City and its officers, employees, agents, and contractors, from and against any and all actions (whether at law or in equity), claims, liabilities, losses, expenses, or damages, including, without limitation, attorneys' fees and costs of defense, for personal, economic, or bodily injury, wrongful death, or loss of or damage to property, which the City or its officers, employees, agents and contractors may incur as a result of claims, demands, suits, causes of action or proceedings of any kind or nature arising out of, relating to, or resulting from the performance under this MOU by the Association, its officers, employees, agents, servants, partners, principals or contractors. The Association shall 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 City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. The Association expressly understands and agrees that any insurance protection required by this MOU, or otherwise provided, shall in no way limit its obligation, as set forth herein, to indemnify, hold harmless, and defend the City or its officers, employees, agents, and contractors as herein provided.

8. **INSURANCE:** The Association shall maintain the below required insurance in effect as of the date of execution of this MOU and for the duration of the MOU:

A. Verification of Coverage

1. The Association shall provide the required insurance certificates, endorsements or applicable policy language effecting coverage required by this Section, as follows. All certificates of insurance and endorsements are to be received prior to any Services commencing. However, failure to obtain the required coverage prior to the work beginning shall not waive the Association's obligation to provide them. The City of Miami Beach reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

i. Worker's Compensation Insurance as required by Florida Statute, Chapter 440, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease. Should the Association be exempt from this Statute, the Association and each employee shall hold the City harmless from any injury incurred during performance of the MOU. The exempt Association shall also submit (i) a written statement detailing the number of employees and that they are not required to carry Workers' Compensation insurance and do not anticipate hiring any additional employees during the term of this MOU or (ii) a copy of a Certificate of Exemption.

ii. Commercial General Liability on a comprehensive basis, including products and completed operations, contractual liability, property damage, bodily injury and personal & advertising injury, with limits of no less than \$1,000,000 per occurrence, and \$2,000,000 general aggregate.

iii. Automobile Liability Insurance covering all owned, if none owned, then coverage for hired and non-owned vehicles used in connection with the Services, in an amount not less than \$1,000,000 combined per accident for bodily injury and property damage.

iv. Directors and Officers Insurance coverage, with limit of no less than \$1,000,000.00.

2. Additional Insured Status

The City must be included by endorsement as an additional insured with respect to all liability policies (except Professional Liability and Workers' Compensation) arising out of the Services performed on behalf of the Association, including materials, parts, or equipment furnished in connection with such Services or operations and automobiles owned, leased, hired or borrowed in the form of an endorsement to the Association's insurance.

3. Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice to the City c/o EXIGIS Insurance Compliance Services.

4. Waiver of Subrogation

Association hereby grants to City of Miami Beach a waiver of any right to subrogation which any insurer of the Association may acquire against the City of Miami Beach by virtue of the payment of any loss under such insurance. Association agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Miami Beach has received a waiver of subrogation endorsement from the insurer.

4. Acceptability of Insurers

Insurance must be placed with insurers with a current A.M. Best rating of A:VII or higher. If not rated, exceptions may be made for members of the Florida Insurance Funds (i.e. FWCIGA, FAJUA). Carriers may also be considered if they are licensed and authorized to do insurance business in the State of Florida.

5. Verification of Coverage

The Association shall furnish the City with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this MOU. All certificates and endorsements are to be received and approved by the City before Services may commence. However, failure to obtain the required documents prior to the Services beginning shall not waive the Association's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

Certificate Holder

Certificate holder must read:

CITY OF MIAMI BEACH

c/o Exigis Insurance Compliance Services
P.O. Box 947 Murrieta, CA 92564

Kindly submit all certificates of insurance, endorsements, exemption letters to our servicing agent, EXIGIS, at:

Certificates-miamibeach@riskworks.com

6. Special Risks or Circumstances

The City of Miami Beach reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

B. The Security Services Contractor shall maintain the Insurance Requirements, as more particularly described in Exhibit 1.

C. Compliance with the foregoing requirements shall not relieve the Association of its liability and obligation under this section or under any other section of this Agreement. The maintenance of proper insurance coverage is a material element of the MOU and failure to maintain or renew coverage may be treated as a material breach of the MOU, which could result in withholding of payments and/or termination of the MOU.

9. **ASSIGNMENT:** The Association shall not be permitted to assign this MOU, without the written approval of the City Manager, and any purported assignment will be void, and shall be treated as an event of default pursuant to this MOU.

10. **COMPLIANCE WITH LAWS:** The Association agrees to abide by and be governed by all applicable Federal, State, County and City laws, including but not limited to Miami-Dade County's Conflict of Interest and Code of Ethics Ordinance, as amended, which is incorporated herein by reference as if fully set forth herein, and Chapter 2, Article VII of the City Code, as amended, which is incorporated herein by reference as if fully set forth herein.

11. DEFAULT/TERMINATION PROVISIONS:

A. In the event the Association shall fail to comply with any of the provisions of this MOU, the City Manager or the City Manager's Designee shall provide the Association with thirty (30) days prior written notice to cure the default. If the Association fails to cure the default within the cure period, the City shall have the option to terminate this MOU and the City shall have no further obligation to the Association under this MOU. In the event of a termination of this MOU, the City shall regain control over the procurement and management of the Services, without the need for the consent of the Association or any other party. These provisions shall not waive or preclude the City from pursuing any and all actions at law or suits in equity or other proper proceedings to obtain damages resulting from the Association's default. Further, this MOU is not intended to modify, waive or otherwise limit, in any respect, the City's regulatory powers.

B. TERMINATION FOR CONVENIENCE OF THE CITY

THE CITY MAY ALSO, THROUGH ITS CITY MANAGER, AND FOR ITS CONVENIENCE AND WITHOUT CAUSE, TERMINATE THIS MOU AT ANY TIME DURING THE TERM BY GIVING WRITTEN NOTICE TO THE ASSOCIATION OF SUCH TERMINATION; WHICH SHALL BECOME EFFECTIVE WITHIN THIRTY (30) DAYS FOLLOWING RECEIPT BY THE ASSOCIATION OF SUCH NOTICE. ADDITIONALLY, IN THE EVENT OF A PUBLIC HEALTH, WELFARE OR SAFETY CONCERN, AS DETERMINED BY THE CITY MANAGER, IN THE CITY MANAGER'S SOLE DISCRETION, THE CITY MANAGER, PURSUANT TO A VERBAL OR WRITTEN NOTIFICATION TO THE ASSOCIATION, MAY IMMEDIATELY SUSPEND THE SERVICES UNDER THIS MOU FOR A TIME CERTAIN, OR IN THE ALTERNATIVE, TERMINATE THIS MOU ON A GIVEN DATE. IF THE MOU IS TERMINATED FOR CONVENIENCE BY THE CITY, THE ASSOCIATION SHALL BE PAID FOR ANY SERVICES SATISFACTORILY PERFORMED UP TO THE DATE OF TERMINATION; FOLLOWING WHICH THE CITY SHALL BE DISCHARGED FROM ANY AND ALL LIABILITIES, DUTIES, AND TERMS ARISING OUT OF, OR BY VIRTUE OF, THIS MOU.

12. FLORIDA PUBLIC RECORDS LAW:

A. The Association shall comply with Florida Public Records law under Chapter 119, Florida Statutes, as may be amended from time to time.

B. The term "public records" shall have the meaning set forth in Section 119.011(12), which means all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business of the City.

C. Pursuant to Section 119.0701 of the Florida Statutes, if the Association meets the definition of "Contractor" as defined in Section 119.0701(1)(a), the Association shall:

- i. Keep and maintain public records required by the City to perform the service;

ii. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law;

iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the contract term and following completion of the MOU if the Association does not transfer the records to the City;

iv. Upon completion of the MOU, transfer, at no cost to the City, all public records in possession of the Association or keep and maintain public records required by the City to perform the service. If the Association transfers all public records to the City upon completion of the MOU, the Association shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Association keeps and maintains public records upon completion of the MOU, the Association shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

D. REQUEST FOR RECORDS; NONCOMPLIANCE

i. A request to inspect or copy public records relating to the City's contract for services must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify the Association of the request, and the Association must provide the records to the City or allow the records to be inspected or copied within a reasonable time.

ii. The Association's failure to comply with the City's request for records shall constitute a breach of this MOU, and the City, at its sole discretion, may: (1) unilaterally terminate the MOU; (2) avail itself of the remedies set forth under the MOU; and/or (3) avail itself of any available remedies at law or in equity.

iii. If the Association fails to provide the public records to the City within a reasonable time may be subject to penalties under s. 119.10.

E. CIVIL ACTION

i. If a civil action is filed against the Association to compel production of public records relating to the City's contract for services, the court shall assess and award against the Association the reasonable costs of enforcement, including reasonable attorneys' fees, if:

a. The court determines that the Association unlawfully refused to comply with the public

records request within a reasonable time; and

b. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Association has not complied with the request, to the City and to the Association.

ii. A notice complies with subparagraph (i)(b) if it is sent to the City's custodian of public records and to the Association at the Association's address listed on its agreement with the City or to the Association's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

iii. If the Association complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.

F. IF THE ASSOCIATION HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ASSOCIATION'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS MOU, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY OF MIAMI BEACH
ATTENTION: RAFAEL E. GRANADO, CITY CLERK
1700 CONVENTION CENTER DRIVE
MIAMI BEACH, FLORIDA 33139
E-MAIL: RAFAELGRANADO@MIAMIBEACHFL.GOV
PHONE: 305-673-7411**

13. **WRITTEN NOTICES:** Any notices required under this MOU will be effective when delivered to the City in writing and addressed to the City Manager's Designee. Any notices required under this MOU will be effective when delivered to the Association in writing and addressed to the Association Contact, as identified in Article I.

14. **CITY MANAGER'S DESIGNEE:** All contract related questions, reports and requests for reimbursements to be submitted to the City Manager's Designee listed below.

Elizabeth Miro, Interim Director
FACILITIES AND FLEET MANAGEMENT DEPARTMENT
1833 Bay Rd, 2nd Floor, Miami Beach, FL 33139
Tel: 305-673-7000 x 22925 / Mobile: 786-753-4394
Email: ElizabethMiro@miamibeachfl.gov

ARTICLE III / MISCELLANEOUS PROVISIONS

15. **LIMITATION OF LIABILITY:**

A. The City desires to enter into this MOU only if in so doing the City can place a limit on the City's liability for any cause of action, for money damages due to an alleged breach by the City of this MOU, so that its liability for any such breach never exceeds the sum of \$10,000. Association hereby expresses its willingness to enter into this MOU with Association's recovery from the City for any damage action for breach of contract to be limited to a maximum amount of \$10,000.

Accordingly, and notwithstanding any other term or condition of this MOU, Association hereby agrees that the City shall not be liable to the Association for damages in an amount in excess of \$10,000 for any action or claim for breach of contract arising out of the performance or non-performance of any obligations imposed upon the City by this MOU.

B. Nothing contained in this section or elsewhere in this MOU is in any way intended to be a waiver of the limitation placed upon the City's liability, as set forth in Section 768.28, Florida Statutes.

16. **NO DISCRIMINATION:** The Association also accepts and agrees to comply with the following Special Conditions:

The Association hereby agrees that it will comply with City of Miami Beach Human Rights Ordinance as codified in Chapter 62 of the City Code, as may be amended from time to time, prohibiting discrimination in employment (including independent contractors), housing and public accommodations, public services, and in connection with its membership or policies because of actual or perceived race, color, national origin, religion, sex, intersexuality, gender identity, sexual orientation, marital and familial status, age, disability, ancestry, height, weight, hair texture and/or hairstyle, domestic partner status, labor organization membership, familial situation, or political affiliation.

17. **GOVERNING LAW AND EXCLUSIVE VENUE:** This MOU shall be governed by, and construed in accordance with, the laws of the State of Florida, both substantive and remedial, without regard to principles of conflict of laws. The exclusive venue for any litigation arising out of this MOU shall be Miami-Dade County, Florida, if in State court, and the U.S. District Court, Southern District of Florida, if in federal court. BY ENTERING INTO THIS MOU, THE CITY AND THE ASSOCIATION EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO, OR ARISING OUT OF, THIS MOU.

18. **NO WAIVER:** No waiver of any breach or failure to enforce any of the terms, covenants, conditions or other provisions of this MOU by either party at any time shall in any way affect, limit, modify or waive either party's right thereafter to enforce or compel strict compliance with every term, covenant, condition or other provision hereof.

19. **CAPTIONS USED IN THIS MOU:** Captions, as used in this MOU, are for convenience of reference only and should not be deemed or construed as in any way limiting or extending the language

or provisions to which such captions may refer.

20. **NO THIRD PARTY BENEFICIARIES**: The parties agree that there are no third party beneficiaries to this MOU and that no third party shall be entitled to assert a claim against any of the parties based upon this MOU. Nothing herein shall be construed as consent by the City to be sued by third parties in any manner arising out of this MOU, or other obligations, whether known or unknown to the parties.

21. **TOTAL AGREEMENT**: This MOU, including its special conditions and exhibits, represents the whole and total agreement of the parties. No representations, except those contained within this MOU and its attachments, are to be considered in construing its terms. No modifications or amendments may be made to this MOU unless made in writing signed by both parties.

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IN WITNESS WHEREOF, the parties hereto have executed this MOU.

FOR CITY:

CITY OF MIAMI BEACH, FLORIDA

ATTEST:

By: _____
Rafael E. Granado, City Clerk

Alina T. Hudak, City Manager

Date

FOR THE ASSOCIATION:

ALLISON ISLAND ASSOCIATION, INC.

ATTEST:

By: _____

Authorized Signature

Robert Franklin, Secretary
Print Name and Title

Corey Salter, President
Print Name and Title

Date



EXHIBIT 1

DESCRIPTION OF SERVICES ("SERVICES")

SERVICES. The Association shall be responsible for procuring the Services, contracting with a Security Services Contractor of its choosing, and managing the Services on behalf of the Special Taxing District pursuant to the terms of this MOU. The Association shall be required to hire a licensed, bonded and insured State of Florida approved Security Services Contractor to provide unarmed security guard services for the Special Taxing District. The contract with the Security Services Contractor ("Association-Security Contract") will include the provision of any required equipment and/or vehicle necessary to provide the Services and the Services shall, at minimum, include providing a security guard at the Guard House 24 hours per day, 365 days per year. The contract term for the Association-Security Contract shall run concurrent with this MOU, subject to termination upon Termination of this MOU, with annual terms, subject to budgetary approval for the Special Taxing District for each fiscal year, and in particular for the total contract amount for the new term of the Association-Security Contract. The Association shall be responsible for any damage to the Guard House, the personal property contained therein or the City's land, which is caused by the Association or the Security Services Contractor, or their respective officers, employees, contractors, or agents.

The Association is encouraged to pay the living wage in connection with the Services in accordance with Section 2-8-9 of the Code of Miami-Dade County.

REIMBURSEMENT FOR SECURITY SERVICES. Approximately thirty (30) days prior to the Commencement Date of the first annual term and October 1st of any subsequent Fiscal Year, the Association shall send the City a bill for the amount equal to 1/12th of the total annual budgeted amount for the Services for a given fiscal year (the "Initial Draw"). Thereafter, the Association shall pay for the Services and then submit to the City Manager's designee monthly reimbursement requests ("Reimbursement Request(s)"). The Reimbursement Requests shall include the supportive documentation including, without limitation, invoices, cancelled checks, time records for the security personnel, credit card receipts, and any other additional records which the City may request to confirm the Services or payment thereof for the period of the Reimbursement Request (collectively, the "Supporting Documentation"). Within ten (10) days following the end of the initial month for the first annual term or subsequent Fiscal Year, the Association shall provide the City with the Supporting Documentation for the Initial Draw and refund to the City any overpayment. The cost of the Services for each Fiscal Year shall not exceed the budgeted amount for a Security Services Contractor.

Under no circumstances will the City have any responsibilities under the agreement between the Association and the Security Services Contractor, including, without limitation, any obligation to pay the Security Services Contractor directly.

INSURANCE REQUIREMENTS FOR SECURITY SERVICES CONTRACTOR. The Association shall ensure that the Security Services Contractor shall maintain the Insurance Requirements attached hereto as Exhibit 2 and shall include the Association and the City as additional named insureds in connection with the Comprehensive General Liability, Automobile Liability, and Umbrella Liability insurance policies. The Association shall notify the City Manager's designee of any changes in the status of the insurance coverages and provide the City Manager's designee with a copy of the insurance certificates upon each renewal. If the agreement with the Security Services Contractor provides for a performance bond in favor of the Association, the Association will also ensure that the City is included as a dual obligee.

EXHIBIT 2

INSURANCE REQUIREMENTS FOR A SECURITY SERVICES CONTRACTOR

The Security Services Contractor shall maintain the below required insurance in effect as of the date of execution of the agreement between the Association and the Security Services Contractor (“Security Services Agreement”) and for the duration of the Security Services Agreement:

A. Verification of Coverage. The Security Services Contractor shall provide the required insurance certificates, endorsements or applicable policy language effecting coverage required by this Exhibit 2, as follows. All certificates of insurance and endorsements are to be received prior to any Services commencing. However, failure to obtain the required coverage prior to the work beginning shall not waive the Security Services Contractor’s obligation to provide them. The City of Miami Beach reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

1. Worker’s Compensation Insurance as required by Florida Statute, Chapter 440, and Employer’s Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease. Should the Security Services Contractor be exempt from this Statute, the Association shall include an indemnification clause in the agreement with the Security Services Contractor, under which provision the Security Services Contractor agrees to hold the City and the Association harmless from any injury incurred during performance of the agreement. The exempt Security Services Contractor shall also submit (i) a written statement detailing the number of employees and that they are not required to carry Workers’ Compensation insurance and do not anticipate hiring any additional employees during the term of the agreement or (ii) a copy of a Certificate of Exemption.

2. Commercial General Liability on a comprehensive basis, including products and completed operations, contractual liability, property damage, bodily injury and personal & advertising injury, with limits of no less than \$1,000,000 per occurrence, and \$2,000,000 general aggregate.

3. Automobile Liability Insurance covering all owned, if none owned, then coverage for hired and non-owned vehicles used in connection with the Services, in an amount not less than \$1,000,000 combined per accident for bodily injury and property damage.

4. Umbrella Liability Insurance coverage, with limit of no less than \$5,000,000.

B. Additional Insured Status

The City and the Association must be included by endorsement as an additional insured with respect to all liability policies (except Professional Liability and Workers’ Compensation) arising out of the Services performed by the Security Services Contractor, including materials, parts, or equipment

furnished in connection with such Services or operations and automobiles owned, leased, hired or borrowed in the form of an endorsement to the Security Services Contractor 's insurance.

C. Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice to the City c/o EXIGIS Insurance Compliance Services.

D. Waiver of Subrogation

Security Services Contractor shall grant to the City and the Association a waiver of any right to subrogation which any insurer of the Security Services Contractor may acquire against the City and/or the Association by virtue of the payment of any loss under such insurance. The Association shall ensure that the Security Services Contractor obtains any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

E. Acceptability of Insurers

Insurance must be placed with insurers with a current A.M. Best rating of A:VII or higher. If not rated, exceptions may be made for members of the Florida Insurance Funds (i.e. FWCIGA, FAJUA). Carriers may also be considered if they are licensed and authorized to do insurance business in the State of Florida.

F. Verification of Coverage

The Association shall furnish the City with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this Exhibit 2. All certificates and endorsements are to be received and approved by the City before Services may commence. However, failure to obtain the required documents prior to the Services beginning shall not waive the Association's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

Certificate Holder

Certificate holder must read:

CITY OF MIAMI BEACH

c/o Exigis Insurance Compliance Services

P.O. Box 947 Murrieta, CA 92564

Kindly submit all certificates of insurance, endorsements, exemption letters to our servicing agent, EXIGIS, at:

Certificates-miamibeach@riskworks.com

G. Special Risks or Circumstances

The City of Miami Beach reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

H. Compliance with the foregoing requirements shall not relieve the Association of its liability and obligation under this Exhibit 2 or any other section of this MOU. The maintenance of proper insurance coverage for the Security Services Contractor is a material element of the MOU and failure to maintain or renew coverage may be treated as a material breach of the MOU, which could result in withholding of payments and/or termination of the MOU.

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