

**TRANSFER OF THE BISCAYNE POINT SECURITY GUARD SPECIAL TAXING
DISTRICT FROM MIAMI-DADE COUNTY TO THE CITY OF MIAMI BEACH**

THIS AGREEMENT FOR TRANSFER OF THE BISCAYNE POINT SECURITY GUARD SPECIAL TAXING DISTRICT CURRENTLY MAINTAINED BY MIAMI-DADE COUNTY (AGREEMENT), made and entered into this ____ day of _____, 2017, by and between the **CITY OF MIAMI BEACH, FLORIDA**, a municipal corporation of the STATE OF FLORIDA (hereinafter referred to as the “**City**”) and **MIAMI-DADE COUNTY**, a political subdivision of the STATE OF FLORIDA (hereinafter referred to as the “**County**”).

WITNESSETH

WHEREAS, the City has requested transfer of the ownership of the assets and control of the Biscayne Point Security Guard Special Taxing District (“**Special Taxing District**”) from the County to the City such that the City Commission will become the governing body responsible for the Special Taxing District; and

WHEREAS, the City and the County are mutually desirous of transferring the Special Taxing District to the City; and

WHEREAS, the City shall take full responsibility for the operation and maintenance of the Special Taxing District as determined herein, including exclusive responsibility for all pre-existing and future liabilities, whether known or unknown,

NOW, THEREFORE, in consideration of the covenants herein provided, the City of Miami Beach and Miami-Dade County agree as follows:

1. The foregoing recitals are incorporated herein.
2. This Agreement shall become effective upon the last effective date of a joint resolution transferring the Special Taxing District, and a favorable election of the residents for the transfer (“**Effective Date**”). Either party may terminate this Agreement prior to the joint resolution being passed by both the Board of County Commissioners and the City Commission.
3. Prior to passing the joint resolution, the City shall have the right to conduct due diligence, including an inspection of the Special Taxing District’s improvements.
4. Twelve (12) days after the Effective Date, unless a contest of the election is filed pursuant to section 102.168 of the Florida Statutes, the Board of County Commissioners (“**Board**”) will no longer be the governing body of the Special Taxing District and the City Commission shall be the governing board of the Special Taxing District (“**Transfer Date**”). If a contest is filed, the transfer will occur upon a successful resolution of such contest upholding the election, which is no longer challengeable by any appeal.

5. On October 1, 2018, the County will cease all involvement, including all operations and maintenance for the Special Taxing District, and the City will be exclusively responsible for the Special Taxing District ("**Completion Date**").
6. The County will continue to provide service to the Special Taxing District between the Transfer Date and the Completion Date ("**Transition Period**"), but any action requiring Board approval will be presented to the City Commission.
7. Prior to the Transfer Date, the Special Taxing Districts Division of the County shall provide to the City a preliminary financial reconciliation of all known liabilities for the Special Taxing District.
8. Beginning on the Transfer Date, the City shall be responsible for all pre-existing and future liabilities of the Special Taxing District, whether known or unknown, and regardless of whether they appear on the financial reconciliation provided by the County.
9. During the Transition Period, the Special Taxing Districts Division of the County will be available to meet with the City to provide assistance with operations questions.
10. The City shall be responsible for establishing assessment rates and collecting assessments for the Special Taxing District beginning October 1, 2018. If the City intends on using the uniform method for the levy, collection, and enforcement of non-ad valorem assessments, the City shall comply with the requirements of section 197.3632 of the Florida Statutes and shall make such arrangements with the Miami-Dade County Office of the Property Appraiser and Miami-Dade County Tax Collector.
11. The City shall arrange for transfer of the Special Taxing District's utility accounts into the City's name, to take effect no later than September 1, 2018. Such utilities include, but are not limited to, Florida Power and Light and Miami-Dade County Water and Sewer.
12. Prior to the Completion Date, the City shall assume the existing contractual obligations for the Special Taxing District if the County cannot terminate said contracts, or shall procure contracts with vendors to provide all necessary services to the Special Taxing District, including, but not limited to, contracts for the following services: security guards, extermination, janitorial, gate repair, and building repair. The City's contractors shall commence service on October 1, 2018.
13. Prior to the Completion Date, the City shall establish its own protocols and policies for the issuance and use of the Special Taxing District's access devices, and the County shall transfer to the City the Special Taxing District's entire inventory of unissued access devices.
14. Beginning on the Completion Date, the City Commission shall be responsible for the continuous operation, maintenance, repair, and replacement, when necessary, of the Special Taxing District's improvements and systems, including, but not limited to, the guardhouse, guardhouse air conditioning, plumbing and electrical, security cameras, and guard gate.

15. Beginning on the Completion Date, the City shall be responsible for payment of all of the Special Taxing District's expenses.
16. The County shall transfer to the City, effective on the Completion Date, any active, transferrable warranties on the Special Taxing District's improvements or equipment.
17. Within thirty (30) days of the Completion Date, the County shall provide to the City a final financial reconciliation of all known liabilities for the Special Taxing District. Any omission from the final reconciliation shall not constitute a waiver by either the County or the City for payment to or from the Special Taxing District's account.
18. Within sixty (60) days of the Completion Date, the County shall remit to the City any remaining surplus funds in the Special Taxing District's account, or shall issue an invoice to the City for any deficit in the Special Taxing District's account.
19. Following expiration of all existing contractual obligations, pursuant to section 2-8.9 of the Code of Miami-Dade County, the City is encouraged to pay the Living Wage.
20. To the extent allowed by, and subject to the limitations of, section 768.28 of the Florida Statutes, the City does hereby agree to indemnify and hold the County, its officials, employees and instrumentalities, harmless from any and all liability for any damage, injury, or claim that may arise by virtue of the Special Taxing District, or the exercise of any rights, obligations or actions under this Agreement, including but not limited to the City's failure to provide services or maintain, repair, replace, or operate the improvements.
21. 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 any permitted successors or assigns.
22. In the event that the City requests any third party to assume any of the responsibilities hereunder, the City acknowledges that such assumption shall not relieve the City from any obligations or responsibilities hereunder. Any failure by any third party shall not subject the County to any liability for any damage, injury, or claim that may arise.
23. 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 County's sovereign rights.
24. The language agreed to herein 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.

City: City of Miami Beach
1700 Convention Center Drive
Miami Beach, FL 33139
Attn: City Manager

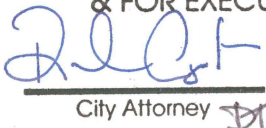
County: Miami-Dade County
Stephen P. Clark Center
111 Northwest First Street
Miami, Florida 33128
Attn: Special Taxing District Division

IN WITNESS WHEREOF, the City of Miami has caused this instrument to be executed by its respective officials thereunto duly authorized, this the day and year above written.

ATTEST: CITY OF MIAMI BEACH, a municipal corporation

By: _____
Rafael E. Granado, City Clerk

By: _____
Jimmy Morales, City Manager

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney  Date 9/5/17

MIAMI-DADE COUNTY BOARD OF COUNTY COMMISSIONERS, FLORIDA

ATTEST:

By: _____
Mayor or Mayor's Designee Date _____

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk Date _____