REVISED INTERLOCAL AGREEMENT BY AND BETWEEN MIAMI-DADE COUNTY, FLORIDA AND THE CITY OF NORTH MIAMI FOR POLICE SERVICES WITHIN THE SANS SOUCI SECURITY GUARD SPECIAL TAXING DISTRICT

THIS INTERLOCAL AGREEMENT, made and entered into this 6 day of November, 2018, by and between **MIAMI-DADE COUNTY, FLORIDA** (the "**COUNTY**"), a political subdivision of the State of Florida, and the **CITY OF NORTH MIAMI, FLORIDA** (the "**CITY**"), a municipality organized and existing under `the laws of the State of Florida.

WHEREAS, Section 163.01, Florida Statues (2018) and the Miami-Dade County Home Rule Charter, as amended, permit the **COUNTY** and the **CITY** to enter into interlocal agreements; and

WHEREAS, on March 28, 1989, the City Council passed and adopted Resolution No. 89-9, as amended and supplemented on June 27, 1989, by Resolution No. 89-24 approving the creation of the SANS SOUCI SECURITY GUARD SPECIAL TAXING DISTRICT; and

WHEREAS, the Board of County Commissioners, on November 27, 1990, by the adoption of Ordinance No. 90-128 created the SANS SOUCI SECURITY GUARD SPECIAL TAXING DISTRICT, pursuant to Chapter 18 of the Code of the COUNTY, and Section 1.01 (a) (11) of the COUNTY Home Rule Charter; and

WHEREAS, the Board of County Commissioners, in Ordinance No. 90-128, authorized the County Manager to enter into an Interlocal Agreement with the **CITY**, in order for the **CITY** to provide off-duty police services for the district;

WHEREAS, the parties hereto, for the consideration as herein set forth mutually agree as follows:

1. The **CITY** will furnish management, supervision, manpower, equipment, and supplies as required to provide one uniformed and armed off-duty police officer twenty-four (24) hours per day, three hundred and sixty-five (365) days per year at the Sans Souci Security Guard Special Taxing District guardhouse. Non-sworn North Miami Police Department Field Police Personnel may be used on an emergency basis when no sworn

law enforcement officer is available. Such an emergency is defined as an instance when the regularly-assigned sworn police officer is called out for S.W.A.T. response action, civil disturbance or natural disaster, or is out on sick leave and the Department is unable to obtain a substitute sworn police officer after diligent effort, including telephoning off-duty police officers prior to assigning to a public service aide..

2. The **COUNTY** agrees to pay a fixed hourly rate of forty-six dollars and sixty cents ($46.00) per hour for the actual number of service hours performed, which includes an administration fee of five dollars ($5.00) per hour from October 1, 2018 to October 1, 2023. When, on an emergency basis, during this period, non-sworn North Miami Police Department Field Police Personnel (Public Service Aides) are used, the **COUNTY** agrees to pay a fixed hourly rate of thirty-nine dollars ($39.00) per hour. Four dollars ($4.00) per hour of this shall be for the administrative services provided by the City of North Miami Police Department for the District. Holiday rate of pay for sworn personnel will be sixty-eight dollars ($69.00) per hour. Seven dollars ($7.00) per hour of this shall be for the administrative services provided by the City of North Miami Police Department for the District. Christmas and New Year's Eve will reflect a rate of pay of ninety dollars ($92.00). Ten dollars ($10.00) per hour of this shall be for the administrative services provided by the City of North Miami Police Department. Non-sworn Public Service Aides holiday rate of pay will be fifty nine dollars ($59.00) per hour. Six dollars ($6.00) per hour of this shall be the administrative services provided by the City of North Miami Police Department for the District. The aforementioned rates have been established using the base off-duty rates as set by the City of North Miami Police Department for the District. Christmas and New Year's Eve will reflect a rate of part of ninety dollars ($90.00). Eight dollars ($8.00) per hour of this shall be for the administrative services provided by the City of North Miami Police Department. This rate is subject to change in the event of a change in the City of North Miami Police Department off-duty rate as set forth below. The City reserves the right to request rate increases coinciding with the passage of Police Bargaining Agreements. Any rate changes require a formal amendment to this agreement which must be approved by both **CITY** and the **COUNTY.**

3. From special assessments collected within the District, the **COUNTY** shall pay all costs incurred by the **CITY** as set forth in Sections 1 and 2, above, within thirty (30) days of receipt of itemized invoices.
4. Post Orders shall be prepared and published by the **COUNTY** and posted within the guardhouse. 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**. Said 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.
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 attorney's 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, liabilities, losses or causes of action which may arise as a result of 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(5), Florida Statutes, for the following:

1. Workers' Compensation
2. Comprehensive General Liability

All such insurance required hereunder 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, is for a five (5) year period from October 1, 2018, to October 1, 2023. This Agreement 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 successive two-year periods with the consent of the **CITY**. At the time of Agreement renewal, the **COUNTY** will consider an adjustment to price equal to the current police officer rates as determined by the **CITY** of North Miami. 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

And the following address for the **CITY**:

City Manager
City of North Miami
776 NE 125 Street
North Miami, FL 33181

With a copy to:

City Attorney

City of North Miami

776 NE 125 Street

North Miami, FL 33161

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 Interlocal 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 benefits of the partied hereto, their successors and assigns. No third party beneficiary rights are intended or implied.
11. This Interlocal 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.
12. The terms of this Interlocal Agreement shall be enforceable by either party hereto in a court of competent jurisdiction by use of all available equitable and legal remedies.
13. This Interlocal Agreement shall be effective when approved, executed and delivered by the City Manager of the City of North Miami and the Mayor or his designee as authorized by City Resolution No. 89-9 and 89-24 and County Ordinance NO. 90-128.
14. As a condition precedent to the effectiveness of this Interlocal Agreement and any subsequent amendments thereto, this Interlocal Agreement and such amendments must be filed with the Clerk of the Circuit Court, in and for Miami-Dade County, Florida.
15. 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 Interlocal Agreement are merged herein or superseded hereby.
16. No alteration, change or modifications of the terms if this Interlocal 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 Mayor or his designee.

IN WITNESS WHEREOF, the parties having caused this Interlocal Agreement to be executed by their respective and duly authorized offices.

AGREED TO AND ACKNOWLEDGED this 6 day of November, 2018

City Manager
City of North Miami, Florida

for

County Manager
Miami-Dade County, Florida

ATTEST:

City Clerk
City of North Miami, Florida

ATTEST:

County Clerk
Miami-Dade County, Florida

APPROVED AS TO FORM AND LEGAL SUFFIENCY:

City Attorney
City of North Miami, Florida

APPROVED AS TO FORM AND LEGAL SUFFIENCY:

County Attorney
Miami-Dade County, Florida