

RESOLUTION NO. 2020-093

RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF HIALEAH, CITY OF MIAMI AND CITY OF MIAMI BEACH TO IMPLEMENT A COOPERATIVE EFFORT TO CONNECT EACH INDEPENDENT P25 DIGITAL TRUNKED SIMULCAST NETWORK RADIO SYSTEM THROUGH A CORE TO CORE CONNECTION AND/OR INTER-RF SUBSYSTEM INTERFACE CONNECTION; AUTHORIZING THE MAYOR AND THE CITY CLERK, AS ATTESTING WITNESS, ON BEHALF OF THE CITY OF HIALEAH, TO EXECUTE THE MEMORANDUM OF UNDERSTANDING, A COPY OF WHICH IS ATTACHED HEREAFTER AND INCORPORATED HEREIN AS EXHIBIT "A"; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Hialeah Resolution No. 2018-061 (June 26, 2018), the City Council approved a Professional Services Agreement between Harris Corporation and the City of Hialeah ("Agreement"), to purchase a new 800 MHz P25 Digital Trunked Simulcast Network Radio System ("P25 Radio System), which was set to improve the City's entire communication network while meeting the current and future communication needs of the City associated with public safety; and

WHEREAS, the Agreement was subsequently amended to modify the P25 Radio System configuration from a standalone system to a multi-region system that connects the City of Hialeah system with the City of Miami and City of Miami Beach radio systems; and

WHEREAS, connecting the radio systems would allow our police officers and firefighters to maintain communications in our own P25 Radio System after traveling outside the City of Hialeah's boundaries and the P25 Radio System's coverage area without the need to change channels on their portable or mobile radios; and

WHEREAS, the City of Hialeah, City of Miami and City of Miami Beach wish to connect their independent radio systems to expand the coverage area for radio communications, provide enhanced interoperability, inclusive of radio system voice and data, location information and seamless and automatic roaming capabilities during regular operations, mutual aid events and emergency situations, under the terms and conditions set forth in the Memorandum of Understanding a copy of which is attached hereafter and incorporated herein as Exhibit "A".

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, THAT:

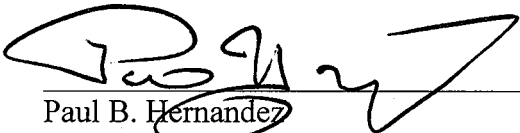
Section 1: The foregoing facts and recitations contained in the preamble to this resolution are hereby adopted and incorporated by reference as if fully set forth herein.

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Section 2: The City of Hialeah, Florida hereby approves a Memorandum of Understanding between the City of Hialeah, City of Miami and City of Miami Beach to implement a cooperative effort to connect each independent P25 Digital Trunked Simulcast Network Radio System through a core to core connection and/or Inter-RF Subsystem Interface connection, and further authorizes the Mayor and the City Clerk, as attesting witness, on behalf of the City of Hialeah, to execute the Memorandum of Understanding, a copy of which is attached hereafter and incorporated herein as Exhibit "A". All action taken to date by officers of the City in furtherance of the acceptance and performance of this Memorandum of Understanding is hereby approved, confirmed and ratified.

Section 3: This resolution shall become effective when passed by the City Council and signed by the Mayor or at the next regularly scheduled City Council meeting, if the Mayor's signature is withheld or if the City Council overrides the Mayor's veto.

PASSED and ADOPTED this 28 day of July, 2020.



Paul B. Hernandez
Council President

Attest:



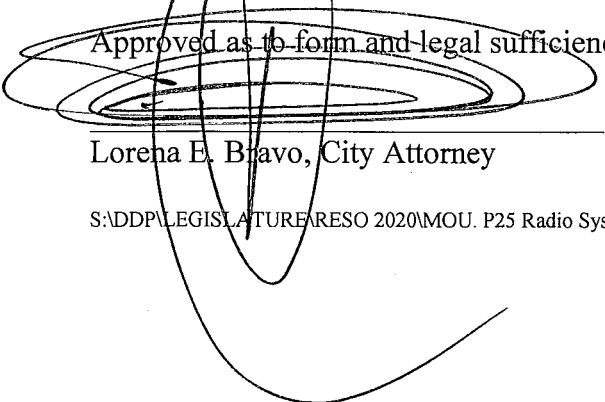
Marbelys Fatjo, City Clerk

Approved on this 10 day of August, 2020.



Mayor Carlos Hernandez

Approved as to form and legal sufficiency:



Lorena E. Bravo, City Attorney

Resolution was adopted by 6-0-1 vote with Councilmembers, Cue-Fuente, Hernandez, Garcia-Roves, Perez, Tundidor, and Zogby, voting "Yes" and with Council Vice President De la Rosa absent.

MEMORANDUM OF UNDERSTANDING BY AND BETWEEN

THE CITY OF MIAMI,

THE CITY OF MIAMI BEACH,

AND

THE CITY OF HIALEAH

THIS Memorandum of Understanding (“MOU”) is executed by and between the City of Miami (“Miami”), the City of Miami Beach (“Miami Beach”), and the City of Hialeah (“Hialeah”), all Florida municipal corporations (individually “Party” and jointly “Parties”), this _____ day of _____, 2020.

WITNESSETH:

WHEREAS, Miami, Miami Beach, and Hialeah each operates its own independent radio system; and

WHEREAS, Miami, Miami Beach, and Hialeah are desirous of continuing to monitor and transmit in each other’s law enforcement and fire rescue radio frequencies/talkgroups for emergency and/or mutual aid purposes, capabilities which have existed for more than a decade; and

WHEREAS, each Host Agency (City of Miami, Miami Beach, and Hialeah) shall manage the day-to-day operations of their own Host Agency Infrastructure and User Equipment operating on their “APCO P-25 System.” All personnel and contractors necessary to operate, improve and maintain each Host Agency’s “APCO P-25 System” shall be under the direction of that Host Agency and shall be responsible to the same. Improvements or maintenance of a Host Agency “APCO P-25 System,” and any added common components, shall be by the manufacturer, manufacturer certified technician or other contractor approved by that respective Host Agency; and

WHEREAS, Miami, Miami Beach, and Hialeah are desirous of linking their independent radio systems through a core to core and/or Inter-RF Subsystem Interface (ISSI) connection;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS: in consideration of the benefits received by Miami, Miami Beach, and Hialeah and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

I. DEFINITIONS.

“APCO Project 25 compliant radio system” or “APCO P-25 System” means a digital radio system infrastructure and subscriber equipment that incorporates standards developed by the Association of Public Safety Communications Officials (APCO) for technology interfaces and communications interoperability between communications products developed by multiple manufacturers.

“Host Agency” means each entity (Miami, Miami Beach, and Hialeah) operating an APCO Project-25 compliant radio system having a radio network control center, i.e. master site controller or control point, capable of managing one or multiple sites.

“Radio System” means the Miami, Miami Beach, and Hialeah radio communications systems for public safety and general government services within their respective jurisdictions.

“Inter-RF Subsystem Interface (ISSI)” provides P25 TIA-standardized network-level communication between P25 radio systems, regardless of system manufacturer.

Its primary functions are to call management, entity tracking, and registration between the local VIDA system and other RF Subsystems (RFSSs). In addition to inter-system communication, the ISSI service also provides the interface that enables radios to roam between systems.

II. GOAL.

The goal of this MOU is to implement a cooperative effort between Miami, Miami Beach, and Hialeah public safety (Police and Fire) and general government agencies radio systems to provide interoperability, inclusive of radio system voice and data, location information and seamless/automatic roaming capabilities, through each of their radio systems during regular operations, mutual aid events, and disaster situations.

III. BACKGROUND

The initial goal of the cooperative effort was to design the three Host Agency’s radio systems, Miami, Miami Beach, and Hialeah, in a manner that would allow police officers and firefighters the ability to maintain communications (voice and data) in their respective municipal system after they had traveled outside of their home system coverage area without the need to change channels on their portable or mobile radios.

Harris Corporation proposed a design that will require the Miami “APCO P-25 System” cores (main and backup) to function as the primary cores while the

Miami Beach cores (main and backup) and the Hialeah cores (main and backup) continuously function as the backups for their respective P-25 Systems. This design requires for each Host Agency Radio System Administrator to access the Miami's Unified Administrative System (UAS) database which functions as the primary core for all three Host Agencies. Therefore, in the event Miami's primary and backup core cease to function or the microwave connection and backup connection is lost from Miami to Miami Beach and/or Hialeah, Miami Beach cores and Hialeah cores take over and their respective dispatch centers and radio subscribers continue to operate as standalone P-25 Systems. The only core to core feature that could be lost by Miami Beach or Hialeah during a rare (if ever) event of loss of connectivity to the Miami APCO P25 system would be the seamless roaming of the public safety subscriber radios from all of the cities, or the City impacted, by the connectivity loss, and the ability to perform administrative updates.

IV. PERFORMANCE GOALS

The three Host Agencies agree to fund and coordinate all radio system software and hardware upgrades to assure that all voice and data interoperability communications between each Host Agency is not degraded.

All Host Agencies agree to **not** implement any additional feature to their respective P-25 System or subscriber units that degrade the seamless roaming capability between the three Host Agencies as defined in this MOU. The Host Agencies are allowed to implement any feature in their respective APCO P-25 System or subscriber units that do not degrade any of the features defined in this MOU without restriction.

V. TERMS AND CONDITIONS

1. Miami agrees as follows:

A. Miami hereby agrees to only allow/create a maximum of **two** personnel/users within their municipality as System Administrators in the APCO P-25 System Unified Administrative System ("UAS") database. The same two Miami personnel/users with System Administrator access will **only** be authorized to create Region Administrators and Agency Administrators users with access to Miami regions and agencies in the "UAS" database.

- All Miami personnel/users with APCO P-25 System Administrators permission, Region Administrators permission, and Agency Administrators permission to the UAS database will be assigned an individual username and password to the system. **No generic or group username will be created and no personnel are permitted to share their user name and password.**

- B. Miami hereby agrees to continue to allow Miami Beach and Hialeah access to their Interoperability talkgroups zone for law enforcement, fire rescue operations, and citywide radio failures contingency plans.
- The first talkgroup in this interoperability zone shall be dedicated and labeled as MIA CALL and will be monitored by Miami Police dispatchers when possible.
 - The rest of the zone shall be labeled as MIA IO-1 through MIA IO-15 or as many talkgroups that can be programmed within the same zone.
- C. Miami hereby agrees to continue to allow Miami Beach and Hialeah access to their Fire Department operational talkgroups for the purpose of interoperability.
- D. Miami hereby agrees to allow a total of twelve (12) Miami Beach Police or Fire Department channel/talkgroups and a total of twelve (12) Hialeah Police or Fire Department channel/talkgroups roaming capabilities into its system via a core to core connection.
- Miami reserves the right to increase or decrease the number of Miami Beach and Hialeah channel/talkgroups that are allowed to roam into its APCO P-25 System. Miami agrees to notify Miami Beach and Hialeah prior to decreasing or increasing the number of channel/talkgroups that are allowed to roam into its APCO P-25 System.
 - Miami will coordinate APCO P-25 System software and hardware upgrades with Miami Beach and Hialeah for the purpose of preventing core to core and/or Inter-RF Subsystem Interface (ISSI) connection roaming capabilities and interoperability functionalities from not operating as designed in this MOU.
- E. In the APCO P-25 System, Miami hereby agrees that the APCO P-25 System ID range 7040000-7049999 is reserved for the exclusive use of Miami Beach subscribers as they were assigned to Miami Beach by the Regional Domestic Security Task Force ("RDSTF") P-25 Subcommittee.
- F. Miami hereby agrees to label in the APCO P-25 System the alias' of all APCO P-25 IDs that were assigned to the City of Miami by the RDSTF P-25 Subcommittee as follows:
- The first four (4) digits of the RDSTF P-25 IDs (7020000-7039999) alias' assigned to Miami **shall** be "MIA-"

- G. In the APCO P-25 System, Miami hereby agrees that the APCO P-25 System ID range 7010000-7019999 is reserved for the exclusive use of Hialeah subscribers as they were assigned to Hialeah by the RDSTF P-25 Subcommittee.
- H. Miami hereby agrees to label in the APCO P-25 System the alias' of all APCO P-25 IDs that were assigned to any other agency outside of Miami Beach and Hialeah as follows:
- The first few digits of the RDSTF P-25 IDs **shall** be a descriptive abbreviation of the agency followed by a dash and then the entire seven-digit ID. (i.e. FBI-1234567, ATF-1234567, FWC-1234567, CG-1234567, AVEN-1234567, FTlaud-1234567, FHP-1234567)
- I. Once Miami Beach implements an APCO P-25 Phase-II system, Miami hereby agrees to only program Miami Beach talkgroups on APCO P-25 Phase-II ready radios.
- J. Once Hialeah implements an APCO P-25 Phase-II system, Miami hereby agrees to only program Hialeah talkgroups on APCO P-25 Phase-II ready radios.
- K. Miami hereby agrees to not program/activate the Emergency function on any Miami Beach talkgroup that is programmed in a Miami radio.
- L. Miami hereby agrees to not program/activate the Emergency function on any Hialeah talkgroup that is programmed in a Miami radio.
- M. Miami will provide any necessary training to Miami Beach and Hialeah to ensure compliance with Miami Police and Fire Department radio procedures. For example, Miami will define how their interoperability talkgroups will be utilized by other agencies and will also abide by any Miami Beach and Hialeah operating procedures that regulate the use of their talkgroups/frequencies.
- N. Should Miami Beach or Hialeah withdraw any grant of permissions, Miami **shall** remove Miami Beach and/or Hialeah frequencies/talkgroups from its radios upon notice. Additionally, Miami assumes responsibility for the cost and effort needed to bring its APCO P-25 System to normal operation in the event that Miami Beach or Hialeah desire to disconnect their respective APCO P-25 System cores from the Miami APCO P-25 System. Nothing herein **shall** limit the ability of Miami to alter/manage its frequencies.

2. Miami Beach agrees as follows:

- A. Miami Beach hereby agrees to only allow/create a maximum of two (2) personnel/users within their municipality as System Administrators in the APCO P-25 System Unified Administrative System ("UAS") database. The same two (2) Miami Beach personnel/users with System Administrator access will **only** be authorized to create Region Administrators and Agency Administrators users with access to Miami Beach regions and agencies in the "UAS" database.
- All Miami Beach personnel/users with APCO P-25 System Administrators permission, Region Administrator permission, and Agency Administrators permission to the UAS database will be assigned an individual username and password to the system. **No generic or group username will be created and no personnel are permitted to share their user name and password.**
- B. Miami Beach hereby agrees to continue to allow Miami and Hialeah access to their Interoperability talkgroups zone for law enforcement, fire rescue operations, and citywide radio failures contingency plans.
- The first talkgroup in this interoperability zone **shall** be dedicated and labeled as MB CALL and will be monitored by Miami Beach Police dispatchers when possible.
 - The rest of the zone shall be labeled as MB IO-1 through MB IO-15 or as many talkgroups that can be programmed within the same zone.
- C. Miami Beach hereby agrees to continue to allow Miami and Hialeah access to their Fire Department operational talkgroups for the purpose of interoperability.
- D. Miami Beach hereby agrees to allow a total of twelve (12) Miami Police or Fire Department channel/talkgroups and a total of twelve (12) Hialeah Police or Fire Department channel/talkgroups roaming capabilities into its system via a core to core connection.
- Miami Beach reserves the right to increase or decrease the number of Miami and Hialeah channel/talkgroups that are allowed to roam into its APCO P-25 System. Miami Beach agrees to notify Miami and Hialeah prior to decreasing or increasing the number of channel/talkgroups that are allowed to roam into its APCO P-25 System.

- Miami Beach will coordinate APCO P-25 System software and hardware upgrades with Miami and Hialeah for the purpose of preventing core to core and/or Inter-RF Subsystem Interface (ISSI) connection roaming capabilities and interoperability functionalities from not operating as designed in this MOU.
- E. In the APCO P-25 System, Miami Beach hereby agrees that the APCO P-25 System ID range 7020000-7039999 is reserved for the exclusive use of Miami subscribers as they were assigned to Miami by the RDSTF P-25 Subcommittee.
- F. Miami Beach hereby agrees to label in the APCO P-25 System the alias' of all APCO P-25 IDs that were assigned to Miami Beach by the RDSTF P-25 Subcommittee as follows:
- The first three (3) digits of the RDSTF P-25 IDs (7040000-7049999) alias' assigned to Miami Beach **shall** be "MB-"
- G. In the APCO P-25 System, Miami Beach hereby agrees that the APCO P-25 System ID range 7010000-7019999 is reserved for the exclusive use of Hialeah subscribers as they were assigned to Hialeah by the RDSTF P-25 Subcommittee.
- H. Miami Beach hereby agrees to label in the APCO P-25 System the alias' of all APCO P-25 IDs that were assigned to any other agency outside of Miami and Hialeah as follows:
- The first few digits of the RDSTF P-25 IDs **shall** be a descriptive abbreviation of the agency followed by a dash and then the entire seven-digit ID. (i.e. FBI-1234567, ATF-1234567, FWC-1234567, CG-1234567, AVEN-1234567, FTLAUD-1234567, FHP-1234567)
- I. Once Miami implements an APCO P-25 Phase-II system, Miami Beach hereby agrees to only program Miami talkgroups on APCO P-25 Phase-II ready radios.
- J. Once Hialeah implements an APCO P-25 Phase-II system, Miami Beach hereby agrees to only program Hialeah talkgroups on APCO P-25 Phase-II ready radios.
- K. Miami Beach hereby agrees to not program/activate the Emergency function on any Miami talkgroup that is programmed in a Miami Beach radio.
- L. Miami Beach hereby agrees to not program/activate the Emergency function on any Hialeah talkgroup that is programmed in a Miami Beach radio.

M. Miami Beach will provide any necessary training to Miami and Hialeah to ensure compliance with Miami Beach Police and Fire Department radio procedures. For example, Miami Beach will define how their interoperability talkgroups will be utilized by other agencies and will also abide by any Miami and Hialeah operating procedures that regulate the use of their talkgroups/frequencies.

N. Should Miami or Hialeah withdraw any grant of permissions, Miami Beach **shall** remove Miami and/or Hialeah frequencies/talkgroups from its radios upon notice. Additionally, Miami Beach assumes responsibility for the cost and efforts needed to bring its APCO P-25 System to normal operation in the event that Miami or Hialeah desire to disconnect their respective APCO P-25 System cores from the Miami Beach APCO P-25 System. Nothing herein **shall** limit the ability of Miami Beach to alter/manage its frequencies.

3. Hialeah agrees as follows:

A. Hialeah hereby agrees to only allow/create a maximum of two (2) personnel/users within their municipality as System Administrators in the APCO P-25 System Unified Administrative System ("UAS") database. The same two (2) Hialeah personnel/users with System Administrator access will **only** be authorized to create Region Administrators and Agency Administrators users with access to Hialeah regions and agencies in the "UAS" database.

- All Hialeah personnel/users with APCO P-25 System Administrators permission, Region Administrator permission, and Agency Administrators permission to the UAS database will be assigned an individual username and password to the system. **No generic or group username will be created and no personnel are permitted to share their user name and password.**

B. Hialeah hereby agrees to continue to allow Miami and Miami Beach access to their interoperability talkgroups zone for law enforcement, fire rescue operations, and citywide radio failures contingency plans.

- The first talkgroup in this interoperability zone **shall** be dedicated and labeled as HIA CALL and will be monitored by Hialeah Police dispatch when possible.
- The rest of the zone shall be labeled as HIA IO-1 through HIA IO-15 or as many talkgroups that can be programmed within the same zone.

C. Hialeah hereby agrees to continue to allow Miami and Miami Beach access to their Fire Department operational talkgroups for the purpose of interoperability.

- D. Hialeah hereby agrees to allow a total of twelve (12) Miami Police or Fire Department channel/talkgroups and a total of twelve (12) Miami Beach Police or Fire Department channel/talkgroups roaming capabilities into its system via a core to core connection.
- Hialeah reserves the right to increase or decrease the number of Miami and Miami Beach channel/talkgroups that are allowed to roam into its APCO P-25 system. Hialeah agrees to notify Miami and Miami Beach prior to decreasing or increasing the number of channel/talkgroups that are allowed to roam into its APCO P-25 System.
 - Hialeah will coordinate APCO P-25 System software and hardware upgrades with Miami and Miami Beach for the purpose of preventing core to core and/or Inter-RF Subsystem Interface (ISSI) connection roaming capabilities and interoperability functionalities from not operating as designed in this MOU.
- E. In the APCO P-25 System, Hialeah hereby agrees that the APCO P-25 System ID range 7020000-7039999 is reserved for the exclusive use of Miami subscribers as they were assigned to Miami by the RDSTF P-25 Subcommittee.
- F. Hialeah hereby agrees to label in the APCO P-25 System the alias' of all APCO P-25 IDs that were assigned to Hialeah by the RDSTF P-25 Subcommittee as follows:
- The first four (4) digits of the RDSTF P-25 IDs (7010000-7019999) alias' assigned to Hialeah **shall** be "HIA-"
- G. In the APCO P-25 System, Hialeah hereby agrees that the APCO P-25 System ID range 7040000-7049999 is reserved for the exclusive use of Miami Beach subscribers as they were assigned to Miami Beach by the RDSTF P-25 Subcommittee.
- H. Hialeah hereby agrees to label in the APCO P-25 System the alias' of all APCO P-25 IDs that were assigned to any other agency outside of Miami and Miami Beach as follows:
- The first few digits of the RDSTF P-25 IDs **shall** be a descriptive abbreviation of the agency followed by a dash and then the entire seven-digit ID. (i.e. FBI-1234567, ATF-1234567, FWC-1234567, CG-1234567, AVEN-1234567, FTLAUD-1234567, FHP-1234567)

- I. Once Miami implements an APCO P-25 Phase-II system, Hialeah hereby agrees to only program Miami talkgroups on APCO P-25 Phase-II ready radios.
- J. Once Miami Beach implements an APCO P-25 Phase-II system, Hialeah hereby agrees to only program Miami Beach talkgroups on APCO P-25 Phase-II ready radios.
- K. Hialeah hereby agrees to not program/activate the Emergency function on any Miami talkgroup that is programmed in a Hialeah radio.
- L. Hialeah hereby agrees to not program/activate the Emergency function on any Miami Beach talkgroup that is programmed in a Hialeah radio.
- M. Hialeah will provide any necessary training to Miami and Miami Beach to ensure compliance with Hialeah Police and Fire Department radio procedures. For example, Hialeah will define how their interoperability talkgroups will be utilized by other agencies and will also abide by any Miami and Miami Beach operating procedures that regulate the use of their talkgroups/frequencies.
- N. Should Miami or Miami Beach withdraw any grant of permissions, Hialeah **shall** remove Miami and/or Miami Beach frequencies/talkgroups from its radios upon notice. Additionally, Hialeah assumes responsibility for the cost and efforts needed to bring its APCO P-25 System to normal operation in the event that Miami or Miami Beach desire to disconnect their respective APCO P-25 cores from the Hialeah APCO P-25 System. Nothing herein shall limit the ability of Hialeah to alter/manage its frequencies.

VI. Commencement:

- A. This MOU shall commence on the date that it is fully executed by the Parties and shall continue in full force and effect unless and until terminated by either Party as provided herein.

VII. Termination Clause:

- A. Either Party may terminate this MOU upon thirty (30) day written notice to the other Party. Each Party will be individually responsible for any cost resulting from the separation of the core to core connectivity and to re-establish their own independent radio system functionality.
- B. All Parties may terminate this MOU immediately upon breach of any regulations.

VIII. Modifications:

- A. Any amendments and/or modifications to this MOU must be in writing and executed by the Parties.

IX. Notices:

- A. Any notices required or provided by the terms of this MOU shall be in writing, addressed in accordance with this Paragraph and shall be sent by U.S. mail or email as to the following contact individuals for each Party:

To Miami:

Emilio González, Ph.D
City Manager
444 S.W. 2nd Avenue
Miami, Florida 33130
etgonzalez@miamigov.com

To Miami Beach:

Jimmy L. Morales
City Manager
1700 Convention Center Drive
Miami Beach, Florida 33139
JimmyMorales@miamibeachfl.gov

To Hialeah:

Carlos Hernandez
Mayor
501 Palm Avenue
Hialeah, Florida 33010
chernandez@hialeahfl.gov

X. Indemnification:

- A. Pursuant to Section 768.28, Florida Statutes, Miami assumes any and all risks of personal injury, bodily injury and property damage attributable to the negligent acts or omissions of Miami and the officers, employees, servants, and agents thereof. Miami warrants and represents that it is self-funded for liability insurance, or has liability insurance, both public and property, with such protection being applicable to Miami officers, employees, servants and agents while acting within the scope of their employment with Miami.

- B. Pursuant to Section 768.28, Florida Statutes, Miami Beach assumes any and all risks of personal injury, bodily injury and property damage attributable to the negligent acts or omissions of Miami Beach and the officers, employees, servants, and agents thereof. Miami Beach warrants and represents that it is self-funded for liability insurance, or has liability insurance, both public and property, with such protection being applicable to Miami Beach officers, employees, servants and agents while acting within the scope of their employment with Miami Beach.
- C. Pursuant to Section 768.28, Florida Statutes, Hialeah assumes any and all risks of personal injury, bodily injury and property damage attributable to the negligent acts or omissions of Hialeah and the officers, employees, servants, and agents thereof. Hialeah warrants and represents that it is self-funded for liability insurance, or has liability insurance, both public and property, with such protection being applicable to Hialeah officers, employees, servants and agents while acting within the scope of their employment with Hialeah.

XI. Standard of Compliance:

- A. The Parties, their employees, subcontractors, partners or assigns, shall comply with any and all applicable federal, state, and local laws, rules and regulations relating to the performance of this MOU to which their activities are subject.
- B. The Parties shall allow public access to all project documents and materials maintained in accordance with the provisions of Chapter 119, Florida Statutes. Should any Party assert any exemptions to the requirements of Chapter 119 and related statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be both upon that Party asserting the exemption.

XII. Relationship between the Parties:

- A. The Parties are public agencies. Neither Party shall be deemed an employee or agent of any other Party. Nothing in this MOU shall be interpreted to establish any relationship other than that of independent Parties, between the Miami, Miami Beach and Hialeah, or between their respective employees, agents, subcontractors, partners, or assigns, during or after the performance of this MOU.

XIII. Dispute Process:

- A. If possible, disputes should first be resolved by informal discussion between the Parties. The Parties will attempt to resolve their disputes and controversies arising under this MOU by the procedural options afforded by the Florida Governmental Conflict Resolution Act, Chapter 164, Florida Statutes, as amended. This will be a condition precedent to any civil action between the Parties arising out of this MOU.

XIV. Headings:

- A. The headings in this MOU are for the convenience of reference only and are not substantive parts of this MOU nor shall they affect its interpretation.

XV. Severability:

- A. In the event any provision of this MOU is determined to be invalid or unenforceable under any controlling law, the invalidity or unenforceability of that provision shall not in any way affect the validity or enforceability of the remaining provisions of this MOU.

XVI. Assignment:

- A. This MOU shall not be assignable by any Party, in whole or in part, without the prior written consent of the Parties.

XVII. Entire Agreement:

- A. This MOU sets forth all the agreements and understandings between the Parties hereto with respect to the subject matter hereof and supersedes and terminates all prior agreements and understandings between the Parties with respect to the specific subject matter hereof. There are no other agreements or understandings with respect to the subject matter hereof, either oral or written, between the Parties other than as set forth herein. Except as expressly set forth in this MOU, no subsequent amendment, modification or addition to this MOU shall be binding upon the Parties hereto unless reduced to writing and signed by the respective authorized officers of all the Parties.

XVIII. Counterparts:

- A. This MOU and any amendments hereto may be executed in counterparts and all such counterparts taken together shall be deemed to constitute one and the same instrument.

XIX. Force Majeure:

- A. Neither Party will be responsible or liable to the other Party for non-performance or delay in performance of any terms or conditions of this Agreement due to acts or occurrences beyond the control of the nonperforming or delayed party, including, but not limited to, acts of God, acts of government, terrorism, wars, riots, strikes or other labor disputes, shortages of labor or materials, fires, and floods, provided the nonperforming or delayed party provides to the other party written notice of the existence of and the reason for such nonperformance or delay.

[THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the Parties hereto have caused their respective agents to execute this instrument on their behalf, this _____ day of _____, 2020.

“Miami”

CITY OF MIAMI,
a Florida municipal corporation

By: _____ Date
Emilio González, Ph.D
City Manager

By: _____ Date
Todd Hannon
City Clerk

By: _____ Date
Jorge Colina
Police Chief

By: _____ Date
Joseph Zahralban
Fire Chief

Approved as to insurance requirements:

Ann-Marie Sharpe
Risk Management Director

Approved as to legal form and sufficiency:

Victoria Méndez
City Attorney

“Miami Beach”

CITY OF MIAMI BEACH,
a Florida municipal corporation

By: _____
Jimmy L. Morales
City Manager

Date

By: _____
Richard M. Clements
Police Chief

Date

By: _____
Virgilio Fernandez
Fire Chief

Date

Approved as to legal form and sufficiency:

Raul J. Aguila
City Attorney

“Hialeah”

CITY OF HIALEAH,
a Florida municipal corporation

By: _____
Carlos Hernandez
City Mayor

Date

By: _____
Sergio Velazquez
Police Chief

Date

By: _____
Willians Guerra
Fire Chief

Date

Approved as to legal form and sufficiency:

Lorena Bravo
City Attorney