

RESOLUTION NO. 2019-30797

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, REPEALING THE PORTION OF RESOLUTION NO. 97-22563 RELATING TO THE APPROVAL OF THE BYLAWS OF THE SISTER CITIES PROGRAM AND RATIFICATION OF THE MEMBERS OF THE COUNCIL; AND APPROVING, IN SUBSTANTIAL FORM, A MEMORANDUM OF UNDERSTANDING (MOU) WITH THE MIAMI BEACH CHAMBER OF COMMERCE (THE CHAMBER) FOR THE ADMINISTRATION OF THE SISTER CITIES PROGRAM FOR AN INITIAL TERM OF ONE (1) YEAR, WITH SUBSEQUENT AUTOMATIC ANNUAL RENEWALS, SUBJECT TO TERMINATION BY EITHER PARTY UPON THIRTY (30) DAYS NOTICE; SAID MOU PROVIDING FOR A MANAGEMENT FEE TO THE CHAMBER, IN THE INITIAL ANNUAL AMOUNT OF \$20,000, WITH THE MANAGEMENT FEE FOR EACH SUBSEQUENT RENEWAL TERM BEING SUBJECT TO APPROPRIATION AND APPROVAL DURING THE CITY'S BUDGETARY PROCESS FOR EACH SUBSEQUENT FISCAL YEAR; AND, FURTHER, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE FINAL MOU.

WHEREAS, Sister Cities International (SCI) is a nonpartisan 501(c)(3) nonprofit organization, that serves as the national membership association for individual sister cities, counties, and states across the United States. The mission of SCI is "To promote peace through mutual respect, understanding, and cooperation -- one individual, one community at a time"; and

WHEREAS, SCI members focus on four main areas of exchange:

- (1) arts and culture;
- (2) business and trade;
- (3) community development; and
- (4) youth and education; and

WHEREAS, up to now, the City's Sister Cities Program (the "Program") has been administered by a Coordinating Council (the "Council") comprised of citizen members, with the Office of the Mayor and City Commission being the supporting City staff department; and

WHEREAS, the Sister Cities Program is governed by (1) Division 15, entitled "Sister Cities Program", of Article III, entitled "Agencies, Boards and Committees", of Chapter 2 of the Code of the City of Miami Beach, entitled "Administration" (the "Ordinance"); (2) Resolution No. 97-22563, which approved the bylaws of the Program; and (3) the guidelines of SCI, all as may be modified from time to time; and

WHEREAS, currently, there are ten (10) Sister Cities affiliated with the City: (1) Almonte, Spain; (2) Basel, Switzerland; (3) Brampton, Canada; (4) Fortaleza, Brazil; (5) Fujisawa, Japan; (6) Ica, Peru; (7) Krumlov, Czech Republic; (8) Nahariya, Israel; (9) Rio de Janeiro, Brazil; and (10) Santa Marta, Colombia; and

WHEREAS, the coordination between the Office of the Mayor and City Commission, as the supporting City department to the Program, and a Sister City can be extremely labor intensive and the City's Coordinating Council has not been effective, due, in part, to low attendance and, without a quorum, the Coordinating Council cannot operate; and

WHEREAS, the administration of the Program should be transitioned from the Council to the Miami Beach Chamber of Commerce (the "Chamber"); and

WHEREAS, the Chamber has experience engaging internationally, and can provide vision as to how the Program can be effective; and

WHEREAS, a companion City Code amendment has been submitted for City Commission consideration that removes the Council structure and substitutes the Chamber as the administrator of the Program; and

WHEREAS, to effectuate the City Code amendments proposed in the companion Ordinance, the Mayor and City Commission would need to repeal that portion of Resolution No. 97-22563, relating to the establishment of the bylaws, and City and the Chamber will need to execute a Memorandum of Understanding (MOU), substantially in the form as attached as Exhibit "A" hereto; and

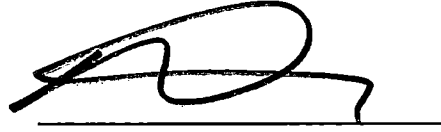
WHEREAS, the proposed MOU sets forth the Chamber's responsibilities for the administration of the Program, which will include, among other things, coordinating meetings with foreign dignitaries; vetting any new Sister City which may be interested in and be eligible to be affiliated with the City, and ensuring that the City's Program is in compliance with the SCI guidelines, including payment of SCI dues; and

WHEREAS, notwithstanding the Chamber's responsibilities pursuant to the proposed MOU, any official acts, such as approving the affiliation of an additional Sister City or removing an existing Sister City, would still have to be approved by the Mayor and City Commission.

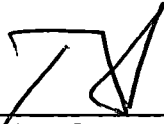
NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby repeal the portion of Resolution No. 97-22563 relating to the approval of the Bylaws of the Sister Cities Program and ratification of the members of the Council; and approve, in substantial form, a Memorandum of Understanding with the Miami Beach Chamber of Commerce for the administration of the Sister Cities Program for an initial term of one (1) year, with subsequent automatic annual renewals, subject to termination by either party upon thirty (30) days notice; said MOU providing for an initial annual management fee to the Chamber, in the amount of \$20,000, with the management fee for each subsequent renewal term being subject to appropriation and approval during the City's budgetary process for each subsequent fiscal year; and, further, authorize the Mayor and City Clerk to execute the final MOU.

PASSED AND ADOPTED this 10th day of April, 2019.

ATTEST:



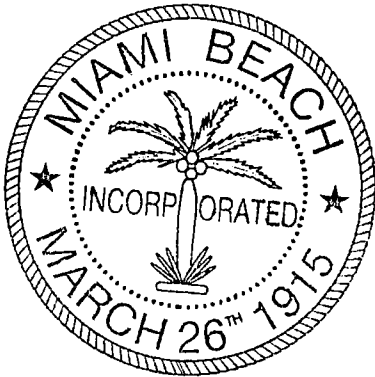
Dan Gelber, Mayor



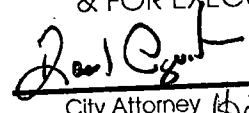
4/23/19

Rafael E. Granado, City Clerk

(Sponsored by Mayor Dan Gelber)



APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION



City Attorney

4-1-19

Date

MIAMI BEACH

COMMISSION MEMORANDUM

TO: Honorable Mayor and Members of the City Commission
FROM: Mayor Dan Gelber
DATE: April 10, 2019

SUBJECT: A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, REPEALING THE PORTION OF RESOLUTION NO. 97-22563 RELATING TO THE APPROVAL OF THE BYLAWS OF THE SISTER CITIES PROGRAM AND RATIFICATION OF THE MEMBERS OF THE COUNCIL; AND APPROVING, IN SUBSTANTIAL FORM, A MEMORANDUM OF UNDERSTANDING (MOU) WITH THE MIAMI BEACH CHAMBER OF COMMERCE (THE CHAMBER) FOR THE ADMINISTRATION OF THE SISTER CITIES PROGRAM FOR AN INITIAL TERM OF ONE (1) YEAR, WITH SUBSEQUENT AUTOMATIC ANNUAL RENEWALS, SUBJECT TO TERMINATION BY EITHER PARTY UPON THIRTY (30) DAYS NOTICE; SAID MOU PROVIDING FOR A MANAGEMENT FEE TO THE CHAMBER, IN THE INITIAL ANNUAL AMOUNT OF \$20,000, WITH THE MANAGEMENT FEE FOR EACH SUBSEQUENT RENEWAL TERM BEING SUBJECT TO APPROPRIATION AND APPROVAL DURING THE CITY'S BUDGETARY PROCESS FOR EACH SUBSEQUENT FISCAL YEAR; AND, FURTHER, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE FINAL MOU.

RECOMMENDATION

Adopt the Resolution

ANALYSIS

Sister Cities International (SCI) is a nonpartisan 501(c)(3) nonprofit organization, that serves as the national membership association for individual sister cities, counties and states across the United States. The mission of SCI is "To promote peace through mutual respect, understanding, and cooperation – one individual, one community at a time". Since its inception, the SCI network has played a key role in strengthening important global relationships. The SCI members focus on four main areas of exchange:

- (1) arts and culture;
- (2) business and trade;
- (3) community development; and
- (4) youth and education.

The City is a member of SCI. Up to now, the City's Sister Cities Program (the "Program"), has

been administered in conjunction with a Coordinating Council (the "Council"), comprised of citizen members, with the Office of the Mayor and City Commission being the supporting City staff department. The Program is governed by (1) Division 15, entitled "Sister Cities Program", of Article III, entitled "Agencies, Boards and Committees", of Chapter 2 of the Code of the City of Miami Beach, entitled "Administration" (the "Ordinance"); (2) Resolution No. 97-22563, which approved the bylaws of the Program; and (3) the guidelines of SCI, all as may be modified from time to time.

Currently, there are ten (10) Sister Cities affiliated with the City: (1) Almonte, Spain; (2) Basel, Switzerland; (3) Brampton, Canada; (4) Fortaleza, Brazil; (5) Fujisawa, Japan; (6) Ica, Peru; (7) Krumlov, Czech Republic; (8) Nahariya, Israel; (9) Rio de Janeiro, Brazil; and (10) Santa Marta, Colombia.

The coordination between the Office of the Mayor and City Commission, as the supporting City department, and a Sister City can be extremely labor intensive and the Council has not been effective, due, in part, to low attendance, and without a quorum, the Council cannot operate. The administration of the Program should be transitioned to the Miami Beach Chamber of Commerce (the Chamber). The Chamber has experience engaging internationally and can provide vision as to how the Program can be effective.

A companion City Code amendment to the Ordinance has been submitted for City Commission consideration that removes the Council structure and substitutes the Chamber as the administrator of the Program. In order to effectuate the proposed City Code amendment, the City and the Chamber will need to execute a Memorandum of Understanding (MOU), substantially in the form attached as Exhibit "A". The proposed MOU sets forth the Chamber's responsibilities for the administration of the Program, which will include, among other things, coordinating meetings with foreign dignitaries; vetting any new Sister City which may be interested in and eligible to be affiliated with the City, and ensuring that the City's Program is in compliance with the SCI guidelines, including payment of SCI dues. Notwithstanding the Chamber's responsibilities pursuant to the proposed MOU, any official acts, such as approving the affiliation of an additional Sister City or removing an existing Sister City, would still have to be approved by the City Commission.

CONCLUSION

The Mayor and City Commission should approve a Resolution repealing that portion of Resolution No. 97-22563 relating to the approval of the bylaws of the Sister Cities Program and ratification of the members of the Council; and approving, in substantial form, of the Memorandum of Understanding with the Miami Beach Chamber of Commerce (the Chamber) for the administration of the Sister Cities Program for an initial term of one (1) year, with subsequent automatic annual renewals, subject to termination by either party upon thirty (30) days written notice; said MOU providing for a management fee to the Chamber, in the initial amount of \$20,000, with the management fee for each subsequent renewal term being subject to appropriation and budgetary approval during the City's budgetary process for each subsequent fiscal year.

KEY INTENDED OUTCOMES SUPPORTED

Improve Alliance With Key Business Sectors, Namely Hospitality, Arts, & International Business With

A Focus On Enhanced Culture, Entertainment, & Tourism

FINANCIAL INFORMATION

\$20,000 per year for the initial contract year. Budget Code No. 011-0100-000362.

Legislative Tracking

Office of the Mayor and Commissioner

Sponsor

Mayor Dan Gelber

ATTACHMENTS:

Description

- ▣ Sister City Program Ordinance (amendment)
- ▣ Sister Cities Program MOU Reso (MOU Exhibit A)

ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING CHAPTER 2 OF THE CODE OF THE CITY OF MIAMI BEACH, ENTITLED "ADMINISTRATION," BY AMENDING ARTICLE III, ENTITLED "AGENCIES, BOARDS AND COMMITTEES," BY AMENDING DIVISION 15 THEREOF, ENTITLED "SISTER CITIES PROGRAM" ("PROGRAM"), BY DELETING PROVISIONS REGARDING THE COORDINATING COUNCIL OF THE PROGRAM AND PROVIDING THAT THE PROGRAM SHALL BE ADMINISTERED BY THE MIAMI BEACH CHAMBER OF COMMERCE AND GOVERNED BY REGULATIONS AS MAY BE ESTABLISHED BY THE CITY COMMISSION BY RESOLUTION; AND, PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, in the interest of enhancing the management of the City's Sister City Program, the Program should be administered by the Miami Beach Chamber of Commerce.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA:

SECTION 1. That Division 15, of Article III, of Chapter 2 of the Code of the City Miami Beach is hereby amended as follows:

Chapter 2

ADMINISTRATION

* * *

Article III. Agencies, Boards and Committees

* * *

Division 15. Sister Cities Program

Sec. 2-181. Established; purpose; ~~powers and duties;~~ ~~composition administration, supporting department.~~

- (a) *Established.* There is hereby established a Sister Cities Program, whose purposes, ~~power and duties, composition, membership qualification~~ and general governing regulations are as set forth in this section.

~~(b) Purpose. See subsection (c) of this section. The purposes of the Sister Cities Program are as follows:~~

~~(c) Powers and duties. The powers and duties of the program are to:~~

- ~~(1) Cause the people of the city and the people of foreign cities to acquire a consciousness of each other, to understand each other as individuals, as members of their community, as citizens of their country and as part of the family of nations;~~
- ~~(2) Promote, as a consequence of such knowledge and consciousness, a continuing relationship of mutual concern between the people of the city and the people of its sister cities; and~~
- ~~(3) Promote art, cultural, educational and business exchanges between the city and its sister cities.~~

~~(d)(c) Composition. The coordinating council is the governing body of the overall sister cities program. The council shall consist of one representative per sister city affiliation; and nine other members. All of these members are appointed by the mayor. In the event that a person cannot be appointed for a sister city affiliation appointment that meets the requirements of subsection 2-22(4) of the City Code, then a person may be appointed that is a resident of the county and who has established ties with the sister city. Administration of Program. The Sister Cities Program shall be administered by the Miami Beach Chamber of Commerce pursuant to written agreement between the Chamber of Commerce and the city, and governed pursuant to regulations as may be established by the city commission by resolution.~~

~~(e) Knowledge and experience. The members of the coordinating council shall be persons who are interested in furthering the purpose of the program. Any person interested in furthering the purpose of the program may become a member of an individual sister city committee upon approval by the coordinating council. To qualify, the person shall present a resume and a letter of interest to the committee chairperson.~~

~~(f)(d) Supporting department. The supporting department of the program is the office of the mayor and commission.~~

SECTION 2. REPEALER.

All ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed.

SECTION 3. SEVERABILITY.

If any section, subsection, clause or provision of this Ordinance is held invalid, the remainder shall not be affected by such invalidity.

SECTION 4. CODIFICATION.

It is the intention of the Mayor and City Commission of the City of Miami Beach, and it is hereby ordained that the provisions of this ordinance shall become and be made part of the Miami Beach City Code. The sections of this ordinance may be renumbered or relettered to accomplish such intention, and the word "ordinance" may be changed to "section," "article," or other appropriate word.

SECTION 5. EFFECTIVE DATE.

This Ordinance shall take effect on the _____ day of _____, 2019.

PASSED AND ADOPTED this _____ day of _____, 2019.

ATTEST:

Dan Gelber, Mayor

Rafael E. Granado, City Clerk

Underline denotes additions
~~Strikethrough~~ denotes deletions

(Sponsored by Mayor Dan Gelber)

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION
Rafael E. Granado 3/5/19
City Attorney Date

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF MIAMI BEACH, FLORIDA
AND
MIAMI BEACH CHAMBER OF COMMERCE
FOR THE ADMINISTRATION OF THE SISTER CITIES PROGRAM**

This is a Memorandum of Understanding ("MOU") made and entered into this _____ day of _____, 2019, by and between the **City of Miami Beach, Florida**, a Florida municipal corporation (the "CITY") and the **Miami Beach Chamber of Commerce**, a Florida not-for-profit corporation (the "Chamber") (individually a "Party" and collectively, the "Parties") for the administration of the Sister Cities Program (the "Program") on behalf of the City.

WITNESSETH

WHEREAS, Sister Cities International (SCI) is a nonpartisan 501(c)(3) nonprofit organization, that serves as the national membership association for individual sister cities, counties and states across the United States. The mission of SCI is "To promote peace through mutual respect, understanding, and cooperation -- one individual, one community at a time"; and

WHEREAS, SCI members focus on four main areas of exchange:

- (1) arts and culture;
- (2) business and trade;
- (3) community development; and
- (4) youth and education; and

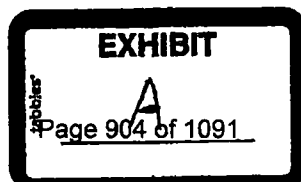
WHEREAS, the City is a member of SCI and currently there are ten (10) Sister Cities affiliated with the City; however, only one is active; to wit: the City of Fujisawa, Japan, established in 1958; and

WHEREAS, the Sister Cities affiliated with the City are: (1) Almonte, Spain; (2) Basel, Switzerland; (3) Brampton, Canada; (4) Fortaleza, Brazil; (5) Fujisawa, Japan; (6) Ica, Peru; (7) Krumlov, Czech Republic; (8) Nahariya, Israel; (9) Rio de Janeiro, Brazil; and (10) Santa Marta, Colombia; and

WHEREAS, prior to April 10, 2019, the City's Sister Cities Program (the "Program") had been administered in conjunction with a Coordinating Council (the "Council"), with the Office of the Mayor and City Commission being the supporting City staff department; and

WHEREAS, pursuant to Resolution No. 97-22563, the City approved bylaws for the Program, memorializing the Council structure of the Program; and

WHEREAS, the Sister Cities Program is governed by (1) Division 15, entitled "Sister Cities Program", of Article III, entitled "Agencies, Boards and Committees", of Chapter 2 of the Code of the City of Miami Beach, entitled "Administration" (the "Ordinance"); (2) Resolution No. 97-22563, adopted by the Mayor and City Commission; and the guidelines of SCI, all as may be modified from time to time; and



WHEREAS, the coordination between the Office of the Mayor and City Commission and a Sister City can be extremely labor intensive and the City's Council has not been effective, due in part due to low attendance, as without a quorum, the Council cannot operate; and

WHEREAS, the Miami Beach Chamber of Commerce (the "Chamber") has experience engaging internationally and can provide vision as to how the Program can be effective and would serve to enhance the management and administration of the Program; and

WHEREAS, on April 10, 2019, Ordinance No. _____ as adopted, removing the Coordinating Council structure from the City Ordinance and substituting of the Chamber as the administrator of the Program; and

WHEREAS, on April 10, 2019, the Mayor and City Commission adopted Resolution No. _____, repealing the portion of Resolution No. 97-22563 relating to the approval of the bylaws of the Sister Cities Program and ratification of the members of the Council; and approving, in substantial form, a Memorandum of Understanding with the Chamber for the administration of the Sister City Program for an initial term of one (1) year, with subsequent automatic annual renewals, subject to termination by either party upon thirty (30) days notice; said MOU providing for an initial annual management fee to the Chamber, in the amount of \$20,000, with the management fee for each subsequent renewal term being subject to appropriation and approval during the City's budgetary process for each subsequent fiscal year; and, further, authorizing the Mayor and City Clerk to execute the final MOU; and

WHEREAS, the City staff member who is designated by the Mayor to administer this MOU on behalf of the City shall be the Chief of Staff for the Office of the Mayor and City Commission ("Mayor's designee").

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, the Parties hereby agree as follows:

1. **Recitals.** The foregoing recitals are hereby acknowledged as true and correct, and are incorporated herein by reference.

2. **Purpose.** The purpose of this MOU is to delineate the relationship between the City and the Chamber.

3. **Fee.**

3.1 In consideration of the Services to be provided, including any operational costs and incidental out-of-pocket expenses related thereto, the Chamber shall be compensated in a lump sum, in the amount of Twenty Thousand and 00/100 (\$20,000.00) Dollars for the Initial Term (the "Fee"). The Fee for each subsequent Renewal Term shall be subject to appropriation and approval during the City's budgetary process. The Fee shall be paid in advance at the beginning of each Term. The Chamber will be responsible for any cost overages for any expenses that are approved by the Chamber and which exceed the budgeted Fee for the Term. Any unused portions of the Fee will be rolled over for use during the next ensuing Term.

3.2 Operational and Out-of-Pocket Expenses. Operational costs and out-of-pocket expenses including, without limitation, the payment of the annual fee to SCI and Official

Delegation Expenses for an Official Delegation Committee (all as defined in subsection 6.7) will be paid by the Chamber from the Fee received for that Term.

3.2 Invoicing.

The Chamber shall submit to the City an invoice for the Fee. Upon receipt of an acceptable invoice, the payment shall be made within forty-five (45) days.

Invoices shall include a detailed description of the Services provided, and shall be submitted to the City at the following address:

City of Miami Beach, Florida
1700 Convention Center Drive
Miami Beach, Florida 33139
Attention: Office of the Mayor and City Commission (Chief of Staff)

4. **Term.** The term of this MOU shall be for one (1) year, commencing upon the date when all Parties have executed the MOU (the "Initial Term"), which term shall automatically renew or additional one-year terms (a "Renewal Term"), unless otherwise terminated pursuant to the terms and conditions of the MOU (the Initial Term and any Renewal Term may be referred to herein as a "Term").

5. **Termination.**

5.1 Termination for Cause.

If the Chamber shall fail to fulfill in a timely manner, or otherwise violates, any of the covenants, agreements, or stipulations material to this MOU, the City, through its City Manager, shall thereupon have the right to terminate this MOU for cause. Prior to exercising its option to terminate for cause, the City shall notify the Chamber of its violation of the particular term(s) of this MOU, and shall grant Chamber ten (10) days to cure such default. If such default remains uncured after ten (10) days, the City may terminate this MOU without further notice to the Chamber. Upon termination, the City shall be fully discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, this MOU.

Notwithstanding the above, the Chamber shall not be relieved of liability to the City for damages sustained by the City by any breach of the MOU by the Chamber. The City, at its sole option and discretion, shall be entitled to bring any and all legal/equitable actions that it deems to be in its best interest in order to enforce the City's rights and remedies against Chamber. The City shall be entitled to recover all costs of such actions, including reasonable attorneys' fees.

5.2 Termination for Convenience.

THE CITY, THROUGH ITS CITY MANAGER, OR THE CHAMBER, THROUGH ITS AUTHORIZED REPRESENTATIVE, AND FOR ITS CONVENIENCE AND WITHOUT CAUSE, MAY TERMINATE THE MOU AT ANY TIME DURING THE TERM BY GIVING WRITTEN NOTICE TO THE OTHER PARTY OF SUCH TERMINATION; WHICH SHALL BECOME EFFECTIVE WITHIN THIRTY (30) DAYS FOLLOWING RECEIPT BY THE OTHER PARTY 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 CHAMBER, 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 EITHER PARTY, THE CHAMBER 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. IN THE EVENT OF A TERMINATION FOR CONVENIENCE, THE CHAMBER WILL BE ENTITLED TO RETAIN THE TOTAL AMOUNT OF THE ANNUAL FEE EXPENDED BY THE CHAMBER THROUGH THE DATE OF TERMINATION, WITH ANY OVERAGE SUMS BEING DUE AND OWING TO THE CITY WITHIN THIRTY (30) DAYS FROM THE EFFECTIVE DATE OF TERMINATION.

5.3 Termination for Insolvency

The City also reserves the right to terminate the MOU in the event the Chamber is placed either in voluntary or involuntary bankruptcy or makes an assignment for the benefit of creditors. In such event, the right and obligations for the parties shall be the same as provided for in Section 5.2.

6. **Scope of Services.**

The Chamber is responsible for the administration of the Program with its own personnel, which responsibilities will include, among other things, providing the following services, provided they may be funded within the approved Fee for the Term (collectively, the "Services"):

- 6.1 coordinating meetings between foreign dignitaries and the Cities Office of the Mayor and City Commission and, at the request of the Mayor's designee, attending meetings with representatives of the Sister Cities;
- 6.2 coordinating any arts and culture exchanges, youth education exchanges, business and trade exchanges and community development exchanges;
- 6.3 vetting any new Sister City which may be interested in and be eligible to be affiliated with the City, based upon the guidelines set forth in subsection 6.8, and any regulations established by the City Commission by resolution; and
- 6.4 ensuring that the City's Program is in compliance with the SCI guidelines, including, without limitation, updating the data base of the SCI so that all the Sister Cities affiliated with the City are accurate and payment, on behalf of the City, of the SCI dues due and owing during the Term.
- 6.5 Adherence to Standards of Excellence.
 - 6.5.1 The Chamber agrees to comply with all applicable local, state, and federal laws.
 - 6.5.2 The Chamber will ensure that all personnel engaged in providing the Services on behalf of the City shall complete the Success University Program Overview Training once a year, when offered, which training the City offers to the public at no cost.

6.5.3 All personnel engaged in providing the Services on behalf of the City shall observe all the graces of personal grooming, keeping a neat, clean, well groomed, and comport themselves in a professional and courteous manner, and shall never have been convicted of a felony.

6.5.4 All personnel engaged in providing the Services on behalf of the City are considered "ambassadors" of the City and, shall (at a minimum) comport themselves as follows in the discharge of their duties: greet dignitaries or other representatives of the Sister Cities upon arrival and departure; make every attempt to quickly and courteously expedite any reasonable requests for information with respect to accommodations or other services related to the Services to be performed under the MOU.

6.6 Within sixty (60) days from the end of each Term, the Chamber will submit to the Mayor's designee an annual report with respect to the Program for the Term, including all expenditures and activities occurring during the Term.

6.7 The Chamber will be responsible for approving the hosting of official delegates of a Sister City ("Official Delegation Committee"), which process will include preparing an official itinerary of events and paying for the following expenses related to the Official Delegation Committee: securing transportation, lodging and meals for the official delegates and in connection with the events contained in the official itinerary (the "Official Delegation Expenses"). The Chamber will not be responsible for transportation, lodging, meals or other related expenses for any non-official delegates, personnel or guests of the Sister City, which are not pre-approved by the Chamber as part of the Official Delegation Committee. Additionally, the airfare for the Official Delegation Committee (or for any other non-official delegates, personnel or guests) of the Sister City being hosted will be paid by the Sister City and therefore not part of the Official Delegation Expenses.

6.8 Eligibility/Procedure for Sister City Affiliation.

6.8.1 Prior to a foreign city becoming a sister city to Miami Beach, the foreign city would have to meet at least one of the following criteria (the "Program Criteria"):

6.8.1.1 The demographic of the proposed sister city should be similar to Miami Beach, i.e. population, coastal, deep-sea; and

6.8.1.2 The proposed sister city would have to have some other quality in common with Miami Beach such as being a major international tourist destination, a significant historic district, a community heavily involved in the entertainment industry, etc.

6.8.2 The following shall set forth the procedure for establishing a Sister City affiliation:

6.8.2.1 The foreign city must write a letter to the Mayor of the City of Miami Beach, expressing an interest in establishing a Sister City relationship with Miami Beach (an "Affiliation Request").

6.8.2.2 Both Cities must exchange basic information on their city and surrounding region such as population, industry, culture, government structure, maps, etc.;

6.8.2.3 The Chamber will review compliance with the Program Criteria and submit any Affiliation Requests to the Mayor's designee;

6.8.2.4 The foreign city must pass a resolution in their municipality establishing a Sister Cities relationship with Miami Beach, Florida.

6.8.2.5 The Miami Beach City Commission must adopt a Resolution establishing the Sister Cities relationship.

6.8.2.6 The proper documentation must be submitted to SCI to document the establishment of an affiliation.

6.9 Submit, for approval by the Mayor and City Commission, any official acts which may be required by the City including, without limitation, any separations or affiliations of Sister Cities.

7. Insurance Requirements [subject to review by Risk Management].

The Chamber shall secure and maintain in full force during the Term, the following minimum insurance coverages:

7.1 General Liability, in the amount of \$1,000,000; and

7.2 Workers Compensation & Employers Liability, as required pursuant to Florida Statutes.

The insurance must be furnished by insurance companies authorized to do business in the State of Florida. All insurance policies must be issued by companies rated no less than "B+" as to management and not less than "Class VI" as to strength by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent.

All of the Chamber's certificates shall contain endorsements providing that written notice shall be given to the City at least thirty (30) days prior to termination, cancellation or reduction in coverage in the policy. The insurance certificates for General Liability shall include the City as an additional insured and shall contain a waiver of subrogation endorsement.

Original certificates of insurance must be submitted to the City's Risk Manager for approval (prior to any work and/or services commencing) and will be kept on file in the Office of the Risk Manager. The City shall have the right to obtain from the Chamber specimen copies of the insurance policies in the event that submitted certificates of insurance are inadequate to ascertain compliance with required coverage.

The Chamber is also solely responsible for obtaining and submitting all insurance certificates for any sub-contractors.

Compliance with the foregoing requirements shall not relieve the Chamber of the liabilities and obligations under any other portion of this MOU.

The Chamber shall not commence any work and or services pursuant to this MOU until all insurance required under this Section has been obtained and such insurance has been approved by the City's Risk Manager.

8. Limitation of City's Liability.

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. The Chamber hereby expresses its willingness to enter into this MOU with the Chamber'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, the Chamber hereby agrees that the City shall not be liable to the Chamber 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.

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.

9. Indemnification.

The Chamber agrees to indemnify and hold harmless the City of Miami Beach and its officers, employees, agents, and contractors, from and against any and all actions (whether at law or in equity), claims, liabilities, losses, and expenses, including, but not limited to, attorneys' fees and costs, for personal, economic, or bodily injury, wrongful death, loss of or damage to property, which may arise or be alleged to have arisen from the negligent acts, errors, omissions or other wrongful conduct of the Chamber, its officers, employees, agents, contractors, or any other person or entity acting under the Chamber's control or supervision, in connection with, related to, or as a result of the Chamber's performance of the Services pursuant to this MOU. To that extent, the Chamber shall pay all such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses, and shall pay all costs and attorneys' fees expended by the City in the defense of such claims and losses, including appeals.

10. Promotion of the Services/Sister City affiliations.

At the request of the Mayor's designee, the Chamber will promote the Sister City affiliations by:

10.1 Displaying marketing materials provided by the City at the Chamber's office and events.

10.2 Creating a web link between its website and the Chamber's webpage administered by the City.

10.3 Participating in community events sponsored by the City of Miami Beach.

The Chamber shall secure the written consent of the Mayor's designee in connection with any written marketing or communications materials relating to the promotion of the Services and Program. Partner may use the City's Marks, in connection with providing the City with the Services under this MOU, upon the written consent from the Mayor's designee; however, all City Marks shall remain the property of the City and the Chamber shall not have the right to use said City Marks subsequent to the completion or early termination of this MOU.

11. Notices.

All notices and communications in writing required or permitted hereunder must be delivered personally to the representatives of Partner and the City listed below or must be mailed by U.S. registered mail, postage prepaid (or airmailed if addressed to an address outside of the city of dispatch) to the addresses set forth below.

Until changed by notice in writing, all such notices and communications shall be addressed as follows:

TO CHAMBER: Jerry Libbin, President and CEO

Miami Beach Chamber of Commerce
1920 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

TO CITY: City of Miami Beach
1700 Convention Center Drive 3rd Floor
Miami Beach, Florida 33139
Attention: Dan Gelber, Mayor

With copy to:
City of Miami Beach
1700 Convention Center Drive
Miami Beach, Florida 33139
Attention: Office of the Mayor and City Commission
Attention: Michele Berger, Chief of Staff

Notices hereunder shall be effective.

If delivered personally, on delivery; if mailed to an address in the city of dispatch, on the day following the date mailed; and if mailed to an address outside the city of dispatch on the seventh calendar day following the date mailed.

12. No Discrimination.

All Parties hereby agree to comply with all applicable Federal, State, Miami-Dade, and City laws, ordinances and codes, including, without limitation, the Americans with Disabilities Act, as they apply to this MOU.

Additionally, the Chamber shall comply fully with the City of Miami Beach Human Rights Ordinance, codified in Chapter 62 of the City Code, as may be amended from time to time, prohibiting discrimination in employment, housing, public accommodations, and public services on account of actual or perceived race, color, national origin, religion, sex, intersexuality, gender identity, sexual orientation, marital and familial status, age, disability, ancestry, height, weight, domestic partner status, labor organization membership, familial situation, or political affiliation.

13. Duty of Care/Compliance with Applicable Laws/Patent Rights; Copyright; and Confidential Findings.

13.1 Duty Of Care

With respect to the performance of the work and/or service contemplated herein, the Chamber shall exercise that degree of skill, care, efficiency and diligence normally exercised by reasonable persons and/or recognized professionals with respect to the performance of comparable work and/or services.

13.2 Compliance With Applicable Laws

In its performance of the work and/or services, Consultant shall comply with all applicable laws, ordinances, and regulations of the City, Miami-Dade County, the State of Florida, and the federal government, as applicable.

13.3 Patent Rights; Copyright; Confidential Findings

Any work product arising out of this MOU, as well as all information specifications, processes, data and findings, are intended to be the property of the City and shall not otherwise be made public and/or disseminated by the Chamber, without the prior written consent of the Mayor or Mayor's designee, excepting any information, records etc. which are required to be disclosed pursuant to Court Order and/or Florida Public Records Law.

All reports, documents, articles, devices, and/or work produced in whole or in part under this MOU are intended to be the sole and exclusive property of the City, and shall not be subject to any application for copyright or patent by or on behalf of the Chamber or its employees or sub-consultants, without the prior written consent of the Mayor or Mayor's designee.

14. Amendments to MOU.

Neither this MOU, nor any of its terms, may be changed, modified or otherwise amended except by an instrument in writing, signed by an authorized representative, which shall be the Mayor (on behalf of the City), and authorized representative for the Chamber.

15. Chamber's Compliance with Florida Public Records Law.

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

15.2 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.

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

15.3.1 Keep and maintain public records required by the City to perform the service;

15.3.2 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;

15.3.3 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 Chamber does not transfer the records to the City;

15.3.4 Upon completion of the MOU, transfer, at no cost to the City, all public records in possession of the Chamber or keep and maintain public records required by the City to perform the service. If the Chamber transfers all public records to the City upon completion of the MOU, the Chamber shall destroy any duplicate public

records that are exempt or confidential and exempt from public records disclosure requirements. If the Chamber keeps and maintains public records upon completion of the MOU, the Chamber 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.

15.4 Request For Records; Noncompliance

15.4.1 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 Chamber of the request, and the Chamber must provide the records to the City or allow the records to be inspected or copied within a reasonable time.

15.4.2 The Chamber'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.

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

15.5 Civil Action

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

- a. The court determines that the Chamber 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 Chamber has not complied with the request, to the City and to the Chamber.

15.5.2 A notice complies with subparagraph (15.5.1)(b) if it is sent to the City's custodian of public records and to the Chamber at the Chamber's address listed on its contract with the City or to the Chamber'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.

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

15.6 **IF THE CHAMBER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CHAMBER'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**

16. Audit and Inspections.

Upon reasonable verbal and written notice to the Chamber, and at any time during normal business hours (i.e., 9:00 a.m. – 5:00 p.m., Monday through Friday, excluding nationally recognized holidays), and as often as the Mayor or Mayor's designee may, in his/her reasonable discretion and judgement deem necessary, there shall be made available to the City Manager, and/or such representatives as the Mayor or Mayor's designee may deem to act on the City's behalf, to audit, examine, and/or inspect, any and all documents and/or records relating to all matters covered by this MOU. The Chamber shall maintain any and all such records at its place of business at the address set forth in paragraph 11 of this MOU.

17. Assignment, Transfer or Subcontracting.

The Chamber shall not subcontract, assign, or transfer all or any portion of any work and/or service under this MOU without the prior written consent of the Mayor, which consent, if given at all, shall be in the Mayor's sole judgment and discretion. Neither this MOU, nor any term or provision hereof, or right hereunder, shall be assignable unless as approved pursuant to this Section, and any attempt to make such assignment (unless approved) shall be void.

18. Litigation Jurisdiction/Venue/Jury Trial Waiver.

This MOU shall be construed in accordance with the laws of the State of Florida. This MOU shall be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for the enforcement of same shall lie in Miami-Dade County, Florida. By entering into this MOU, the Chamber and the City 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.

19. Entire Agreement. This MOU and its Exhibits represent the entire agreement between the Parties.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the City and the Chamber have caused this MOU to be executed by their respective and duly authorized officers the day and year indicated above

FOR CITY:

CITY OF MIAMI BEACH

ATTEST.

By: _____
Rafael E. Granado
City Clerk

Dan Gelber
Mayor

Date

FOR CHAMBER:

**MIAMI BEACH CHAMBER OF
COMMERCE**

ATTEST:

By: _____

Print Name / Title

Print Name / Title

Date