MIAMI-DADE COUNTY
FINAL OFFICIAL MINUTES
Miami-Dade Economic Advocacy Trust

Office of the Miami-Dade Economic Advocacy Trust
19 West Flagler Street
Mezzanine Room 106
Miami, Florida 33128

June 16, 2010
As Advertised

Harvey Ruvin, Clerk
Board of County Commissioners

Diane Collins, Acting Division Chief
Clerk of the Board Division

Zorana Gainer, Commission Reporter
(305) 375-3570

OFFICIAL MINUTES
MIAMI-DADE ECONOMIC ADVOCACY TRUST
MEETING OF JUNE 16, 2010

The Miami-Dade Economic Advocacy Trust (MDEAT) convened in a meeting at the Office of MDEAT Board Room, 19 West Flagler Street, Mezzanine Room #106, on June 16, 2010, at 3:30 p.m., there being present: Chairman Robert Holland, Ms. Barbara Montero, Mr. Ron Butler (Vice Chairman Marc Douthit, Esq., Mr. Richard Kuper, Mr. Carlos Morales, Reverend Walter T. Richardson, Ms. Tamika Robinson, Ms. Leigh Toney and Ms. Treska V. Rodgers were absent; Ms. Natasha K. Nalls and Ms. Stephanye Johnson were late).

ROLL CALL
The following staff members were present: Executive Director John Dixon, Ms. Laverne Carlile, Ms. Maria de la Portilla, Mr. Jose Gonzalez, Mr. Eric Johnson Ms. Melba Gasque, Ms. Pamela Green, Ms. Angela Vaughns, Mr. Joey Walker and Mr. Anthony Williams and Deputy Clerk Zorana Gainer.

Chairman Holland welcomed everyone to today's meeting he noted a quorum had not been achieved, however all Information items would be heard.

DISCLOSURE OF CONFLICTS OF INTEREST

QUREY FOR EARLY DEPARTURES

Approval of Previous Minutes

I. Board Action Items

II. Information Items

A. Demographics RFP Evaluation Committee Issues

Mr. Dixon gave a brief report regarding the Demographics Request For Proposal (RFP) Evaluation. He informed Trust members that the documents regarding the RFP and a timeline of the RFP were enclosed in their agenda packet. Mr. Dixon said the Trust needed to decide the composition and the rank of the vendors once the RFP's were received. Mr. Dixon recommended using panel composed of people from economic development organizations within the community, representatives from the county or county staff to review the RFPs.

Assistant County Attorney Terrence Smith explained the RFP solicitation process and reminded Trust members that the Director was unable to give particular details regarding this RFP process due to the Cone of Silence which applied to this proposal. He further explained that an Administrative Order regarding procurement was in place and advised the Trust to use the Administrative Order as a guide to create this RPF.

B. Housing Action Committee Report

1. HAP Loan Serving Update

Mr. Dixon provided an update regarding servicing loans generated by the Homeownership Assistance Program (HAP). He noted that the Interim Board urged staff to review how MDEAT serviced loans and he had considered contracting Department of Housing & Community Development (DHCD) to perform certain servicing duties for to be funded and closed HAP loans.

Mr. Eric Johnson noted that he met with the staff of Department of Housing & Community Development (DHCD formerly OCED Office of Community and Economic Development), solicited and consequently composed a draft interagency agreement which contracted DHCD to perform certain servicing duties for to be Funded HAP loans and closed HAP loans. He noted based on the discussion and an analysis of the current DHCD operations, MDEAT would not enter into a servicing agreement with DHCD based on the following:

- Budget reductions to DHCD resulted in the Loan Servicing staff being reduced; inadequate amount of staff to handle any additional duties

- The workload requirements that pertained to the interagency agreement would not necessarily lessen the workload on MDEAT Housing staff and would increase the workload of MDEAT's County Attorney representative and Housing Program Administrator.

- The interagency agreement would not in any manner cover the current active HAP closed loans pipeline; there were over 300 active loans that would still require servicing versus the 100 plus loans that would have been covered via the interagency agreement.

- The drastic reduction in the number of files received monthly required several adjustments that now provided ample time for MDEAT Housing staff to service loans in a timely manner and to take on additional needed quality control measures.

- Quality control measures and procedures have been put into place to account for post closings, payoffs, subordinations, foreclosures, forgiven loans, insurance and most recently "short sale" activities.

- ❖ There is no additional fiscal impact; this is currently a part of Housing staff salaries & benefits in the MDEAT Housing budget.

Chairman Holland asked Mr. Johnson to prepare a report regarding the measures taken to service the HAP loans and to begin tracking loans that were close to their forgivable period. Chairman Holland noted that he wanted the Board of County Commissioners to know that MDEAT did have the capacity to execute these tasks.

C. Youth Action Committee Report

1. Miami Gardens Teen Summit In June & Safe Summer 2010 Teen Court Participation

Mr. Anthony Williams noted that Ms. Wanda Finnie, Vice Chairwoman, Youth Action Committee was in attendance to provide the Youth Action Committee Report.

Ms. Finne provided a report regarding the April 29, 2010 Youth Action Committee meeting. She noted Miami-Dade Public School (MDPS) Board had approved a contract between MDEAT, Teen Court and MDPS for tutorial services. Ms. Finnie also noted this contract included stipends for teachers. The schools offering the tutorial services were: Carol City Senior High, Booker T. Washington High, Miami Northwestern High, Norland High and South Dade High School. Ms. Finnie said that April 3rd through April 11th Teen Court distributed informative literature at the Miami Dade County Fair regarding Teen Court. Ms. Finnie said on May 10, 2010 the Youth Conference was held, the keynote speaker was Joseph Washington, author of the book, "*Breaking the Spirit of Average*". She noted the Youth Conference was successful and approximately 420 students attended the conference.

Mr. Williams noted that on June 17, 2010 he would meet with Mr. Martin Zayer (phonetic), Director of Student Operations, MDPS to develop the scope of services for the Tutorial Program and Student Teen Court in the high schools. Mr. Williams said the City of Opa Locka presented a proclamation; the Chairman of the Board received the proclamation on behalf of MDEAT and the Teen Court Program. Mr. Williams noted the Youth Action Committee had partnered with the City of Miami to conduct a Safe Summer Project, and the slogan for the project was "I am too busy to fight, how about you"? He noted the idea was to get Youth involve in skating, swimming and many other activities; he said the program would be held at Hadley Park. Mr. Williams noted that the next Teen Summit would be held in Miami Gardens on June 24, 2010.

Mr. Williams asked the Trust to view a video of the Youth Conference held on May 10, 2010.

D. Economic Development Action Committee Report

1. The Procurement Fair

Ms. Maria de la Portilla gave a brief report regarding the Procurement Fair. She noted the Procurement Fair would be held on June 26, 2010 at Florida Memorial University (FMU). Ms. de la Portilla also noted that over 40 procurement entities from public and private sectors were expected to attend the exhibit and promote certification to conduct business. She stated approximately 20 vendors and over 100 participants had confirmed their attendance. Ms. de la Portilla said the Fair was advertised in the Miami Herald, the Miami Times, the South Florida Times; radio advertisements were aired on WHQT Hot 105, WEDR 99 Jamz as well as a live interview with Chief Jimmy Brown on HOT-TALK (Hot 105) aired during the broadcast of the Tom Joyner Morning Show. She noted that Commissioner Barbara Jordan (Dist 1), City of Miami Gardens Mayor Shirley Gibson and Dr. Barbara Thompson, Interim President, FMU were invited to attend the Fair and provide a welcome speech at the Fair.

2. North Dade Economic Corridor Grant Initiative

3. Wi-Fi Meeting

Mr. Dixon noted that he met with Alpha Communications group representatives to discuss the lack of Wi-Fi within the black community. He said Tropical Park, Goulds Park and a portion of Amelia Earhart Park had Wi-Fi and that corporations had funded the Wi-Fi to these parks. Mr. Dixon said that Alpha Communications was currently working to install Wi-Fi in Overtown and could install Wi-Fi in more underserved communities within Miami. Mr. Dixon stated in closing they discussed the ability to advocate for Alpha Communications and any other company that wanted to discuss a plan for installing Wi-Fi and that the amount of funding to install Wi-Fi was extremely high. Mr. Dixon noted that he could serve as an advocate for this cause and inform the BCC about the importance of installing Wi-Fi within black communities.

Ms. Barbara Montero noted that she had been in contact with the Executive Director of the South Florida Technology alliance. She noted that she informed South Florida Technology alliance's Executive Director that Miami Dade County had many areas that were absent of Wi-Fi; the Executive Director expressed that he was interested in assisting with this initiative.

Assistant County Attorney Terrance Smith noted that he was working with the Housing Department that was approached by the Miami-Dade Broadband Coalition. He noted the coalition was doing a pilot program that would bring Wi-Fi into public housing developments and elderly facilities. He suggested that Mr. Dixon contact the Broadband Coalition and that Mayor Alvarez was very interested in providing Wi-Fi countywide.

E. Fiscal Report
F. Housing Unit Report
G. Teen Court Unit Report

III. Executive Director's Report

Mr. Dixon noted that he met with Assistant County Attorney Terrance Smith regarding the Leadership in Energy and Environmental Design (LEED) Initiative. He noted MDEAT staff would be working with the Chamber of Commerce during their Business Empowerment Network Series to promote the LEED Initiative to be held on July 24, 2010. He also noted he would meet with the Budget Committee regarding the number of anticipated participants for the LEED Initiative, which would provide free training and preparation classes for the GREEN Associate examination.

Mr. Dixon noted that he had scheduled a meeting with Commissioner Edmonson (Dist 3) regarding the Urban Revitalization Task Force and how this program could be transferred to MDEAT.

With regard to the Nominating Council, Mr. Dixon noted that three seats were vacant on MDEAT Trust and two seats were vacant on the Nominating Council. He noted that he contacted the existing Nominating Council members and one of these members was able to retain his seat. Mr. Dixon also noted that he submitted a request to the Board of County Commissioners' Chairman to make two appointments to the Nominating Council.

IV. New Business

V. Schedule next Meeting

Adjournment

There being no further business to come before the Trust, the meeting was adjourned at 4:57 p.m.

Robert W. Holland

Mr. Robert Holland Esq., Chairman
Miami-Dade Economic Advocacy Trust

MIAMI-DADE ECONOMIC ADVOCACY TRUST

BOARD MEETING
WEDNESDAY, JUNE 16, 2010
AGENDA

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Roll Call

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IV. New Business

V. Schedule Next Meeting

Adjournment

MIAMI-DADE COUNTY

MIAMI-DADE ECONOMIC ADVOCACY TRUST

BOARD OF TRUSTEES MEETING

JUNE 16TH, 2010

AGENDA

MIAMI-DADE COUNTY

MEETING NOTICE

MIAMI-DADE ECONOMIC ADVOCACY TRUST

TRUSTEE BOARD MEETING

DATE: THURSDAY, JUNE 16th, 2010

TIME: 3:30 PM

LOCATION: BISCAYNE BUILDING
MAIN CONFERENCE ROOM
19 WEST FLAGLER STREET, SUITE, M-106
MIAMI, FLORIDA 33130

INFORMATION ITEM II.A

DEMOGRAPHICS RFP EVALUATION COMMITTEE ISSUES

REQUEST FOR PROPOSALS

FOR

Demographic Data Research Partner/Consultant
RFP No. MDEAT DDR-0310

PRE-PROPOSAL CONFERENCE TO BE HELD ON
Friday, June 18, 2010, 10:00 am.
At
Miami-Dade Economic Advocacy Trust
Conference Room
Biscayne Building
19 West Flagler Street — M106
Miami, Florida

ISSUING DEPARTMENT:
MIAMI-DADE ECONOMIC ADVOCACY TRUST (MDEAT)

Contracting Officer: William A. Simmons
Telephone: (305) 579-3618
Email: nitsail©miamidade.gov

RESPONSES ARE DUE AT THE ADDRESS SHOWN BELOW
NO LATER THAN
Tuesday, July 6, 2010 at 2:00 P.M. (Local Time)
At
Miami-Dade Economic Advocacy Trust
Biscayne Building
19 West Flagler Street, Mezzanine, SUITE 106
MIAMI, FL 33130-4432

All proposals received and time stamped by MDEAT prior to the proposal submittal deadline shall be accepted as timely submitted. The circumstances surrounding all proposals received and time stamped by MDEAT after the proposal submittal deadline will be evaluated by the procuring department in consultation with MDEAT Attorney's Office to determine whether the proposal will be accepted as timely. Proposals will be opened promptly at the time and date specified. The responsibility for submitting a proposal on or before the stated time and date is solely and strictly the responsibility of the Proposer. MDEAT will in no way be responsible for delays caused by mail delivery or caused by any other occurrence. All expenses involved with the preparation and submission of proposals to MDEAT, or any work performed in connection therewith, shall be borne by the Proposer(s).

The submittal of a proposal by a Proposer will be considered by MDEAT as constituting an offer by the Proposer to perform the required services at the stated prices. A Proposer may submit a modified proposal to replace all or any portion of a

previously submitted proposal up until the proposal due date. MDEAT will only consider the latest version of the proposal.

Requests for additional information or inquiries must be made in writing and received by MDEAT's contact person for this Solicitation. MDEAT will issue responses to inquiries and any changes to this Solicitation it deems necessary in written addenda issued prior to the Proposal Due Date. Proposers who obtain copies of this Solicitation from sources other than the County's Department of Procurement Management website at www.miamidade.gov/dpm or the Vendor Assistance Unit risk the possibility of not receiving addenda and are solely responsible for those risks.

MIAMI-DADE ECONOMIC ADVOCACY TRUST IS AN EQUAL OPPORTUNITY EMPLOYER AND DOES NOT DISCRIMINATE BASED ON AGE, GENDER, RACE OR DISABILITY.

Rev. 7/27/00

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DEFINITIONS

The following words and expressions used in this solicitation shall be construed as follows, except when it is clear from the context that another meaning is intended:

a) The words "Consultant" to mean the Proposer that receives any award of a Contract from the MDEAT as a result of this Solicitation, which is also to be known as "the prime Contractor".

b) The word "County" to mean Miami-Dade County, a political subdivision of the State of Florida.

c) The word "Department" or "Trust" to mean Miami-Dade Economic Advocacy Trust (MDEAT), an agency and instrumentality of Miami-Dade County.

d) The words "Proposer", "Submitter" or "Respondent" to mean the person, firm, entity or organization submitting a response to this Solicitation.

e) The words "Scope of Services" or "Scope of Work" to mean Section 2.0 of this Solicitation, which details the work to be performed by the Contractor or Consultant.

f) The word "Solicitation" to mean this Request for Proposal (RFP) document, and all associated addenda and attachments.

g) The words "Subcontractor" or "Subconsultant" to mean any person, firm, entity or organization, other than the employees of the Contractor, who contracts with the Contractor to furnish labor, or labor and materials, in connection with the Work or Services to the MDEAT Trust, whether directly or indirectly, on behalf of the Contractor.

h) The words "Work", "Services", "Program", "Project" or "Engagement" to mean all matters and things that will be required to be done by the Contractor in accordance with the Scope of Services and the terms and conditions of this Solicitation.

i) The words "Work Order" to mean a document that defines and describes the parameters of individual projects awarded by the MDEAT to the Contractor in accordance with the terms of the Contract.

j) The word "Board" to mean the Board of Trustees of MDEAT.

SECTION 1.0 - RFP OVERVIEW AND PROPOSAL PROCEDURES

1.1 INTRODUCTION / BACKGROUND

Miami Dade Economic Advocacy Trust (MDEAT), formerly the Metro Miami Action Plan Trust (MMAP) is an agent and instrumentality of Miami-Dade County. MDEAT is seeking proposals from firms for the professional services of an experienced and qualified demographics firm, research institution, business, individual and/or a combination thereof, to provide the MDEAT with a disparity study of the conditions between the Black community and the community-at-large. Additionally, the proposal shall propose a methodology for continuously updating its study.

This Request for Proposals (RFP) presents organizational background and scope of work, and describes the tasks to be accomplished by the agency or agencies contracted. If your organization wishes to be considered, MDEAT is requesting a written proposal that addresses the points detailed in this RFP be submitted no later than July 6, 2010.

MDEAT anticipates awarding a contract for a two (2) year period, with three (3), one-year options to renew, at MDEAT's sole discretion.

The anticipated schedule for this RFP and contract approval is as follows:

RFP available for distribution:	Thursday, June 10, 2010
Pre-Proposal Conference:	Friday, June 18, 2010
Location:	Miami-Dade Economic Advocacy Trust Conference Room Biscayne Building 19 West Flagler Street – M-106 Miami, Florida 33130
Deadline for receipt of questions:	Tuesday, June 22, 2010
Deadline for receipt of proposals:	**Tuesday, July 6, 2010 at 2:00 p.m. (local time)**
Location:	Miami-Dade Economic Advocacy Trust Biscayne Building 19 West Flagler Street – M-106 Miami, Florida 33130
Oral presentations:	Week of July 27, 2010 (If required)
Projected award date:	July 2010
Projected contract start date:	August 2010

As background, MDEAT was created in 1983, as the Metro-Miami Action Plan Trust, for the purposes of improving economic conditions in the Black community and to address existing disparities between Blacks and the community at large. In 2009, the Board of

County adopted Ordinance 09-70, which restructured the Trust and restated its mission " to ensure the equitable participation of Blacks in Miami Dade County's economic growth through advocacy and monitoring of economic conditions and economic development initiatives in Miami Dade County." Through its new role MDEAT is to function primarily as an advocacy and coordinating entity, fostering collaborations and building strong alliances with entities that target issues that affect the economic growth and conditions in blighted communities and fostering the equitable participation of Blacks in economic development activities in Miami Dade County. The MDEAT is also responsible for tracking and reporting on the activities and the achievements of the entities charged with and funded to improve conditions of Blacks in these blighted communities. Additionally, MDEAT is required to monitor economic activity and to issue an annual report card to the community on the activities and the effectiveness of community economic development activity in the County.

The goals of the restructured organization include but are not limited to:

1. Conducting a disparity study to establish a current perspective on economic conditions of Blacks in Miami Dade County;
2. Chart a course of action that will lessen the dependency on County General Funds;
3. Advocate for and monitor economic conditions and assist in developing economic development initiatives
4. Track and target all significant development and procurement initiatives (whether public or private) to inform Black businesses about available opportunities
5. Advocate for and facilitate the development of collaborative partnerships to promote workforce readiness in the Black community to meet industry demands

1.2 General Proposal Information

MDEAT may, at its sole and absolute discretion, reject any and all or parts of any or all responses; accept parts of any and all responses; further negotiate project scope and fees; postpone or cancel at any time this Solicitation process; or waive any irregularities in this Solicitation or in the responses received as a result of this process. Proposers may take exceptions to any of the terms of this Solicitation unless the Solicitation specifically states where exceptions may not be taken. MDEAT may accept or reject the exceptions at its sole discretion and the Proposer's proposal shall be binding on the Proposer as if submitted without exception. MDEAT reserves the right to request and evaluate additional information from any respondent after the submission deadline as MDEAT deems necessary.

Proposals shall be irrevocable until contract award unless the proposal is withdrawn. A proposal may be withdrawn in writing only, addressed to MDEAT contact person for this Solicitation, prior to the proposal due date or upon the expiration of 180 calendar days after the opening of proposals.

Proposers are hereby notified that all information submitted as part of, or in support of proposals will be available for public inspection after opening of proposals, in

compliance with Chapter 119, Florida Statutes, popularly known as the "Public Record Law". The Proposer shall not submit any information in response to this Solicitation which the Proposer considers to be a trade secret, proprietary or confidential. The submission of any information to MDEAT in connection with this Solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to Proposer. In the event that the Proposer submits information to MDEAT in violation of this restriction, either inadvertently or intentionally, and clearly identifies that information in the proposal as protected or confidential, MDEAT shall endeavor to redact and return that information to the Proposer as quickly as possible, and if appropriate, evaluate the balance of the proposal. The redaction or return of information pursuant to this clause may render a proposal non-responsive.

Any Proposer who, at the time of proposal submission, is involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law or any state insolvency law, may be found non-responsible. To request a copy of any ordinance, resolution and/or administrative order cited in this Solicitation, the Proposer must contact the Clerk of the Board at (305) 375-5126.

1.3 Cone of Silence

Pursuant to Section 2-11.1(t) of the Miami-Dade County Code, as amended, a "Cone of Silence" is imposed upon each RFP or RFQ after advertisement and terminates at the time a written recommendation is issued. The Cone of Silence prohibits any communication regarding RFPs or RFQs between, among others:

- potential Proposers, service providers, lobbyists or consultants **and** the County's professional staff including, but not limited to, the County Manager and the County Manager's staff, the Mayor, County Commissioners or their respective staffs;
- the Mayor, County Commissioners or their respective staffs **and** the County's professional staff including, but not limited to, the County Manager and the County Manager's staff; or
- potential Proposers, service providers, lobbyists or consultants, any member of the County's professional staff, the Mayor, County Commissioners or their respective staffs **and** any member of the respective selection committee.

The provisions do not apply to, among other communications:

- oral communications with the staff of the Vendor Assistance Unit, the responsible Procurement Agent or Contracting Officer, provided the communication is limited strictly to matters of process or procedure already contained in the solicitation document;
- oral communications at pre-proposal conferences, oral presentations before selection committees, contract negotiations during any duly noticed public meeting, public presentations made to the Board of County Commissioners during any duly noticed public meeting; or

- communications in writing at any time with any county employees, official or member of the Board of County Commissioners unless specifically prohibited by the applicable RFP or RFQ documents.

When the Cone of Silence is in effect, all potential vendors, service providers, bidders, lobbyists and consultants shall file a copy of any written correspondence concerning the particular RFP or RFQ with the Clerk of the Board, which shall be made available to any person upon request. MDEAT shall respond in writing (if County deems a response necessary) and file a copy with the Clerk of the Board, which shall be made available to any person upon request. Written communications may be in the form of e-mail, with a copy to the Clerk of the Board at CLERKBCC@MIAMIDADE.GOV.

1.4 Public Entity Crimes

Pursuant to Paragraph 2(a) of Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal for a contract to provide any goods or services to a public entity; may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and, may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two ($10,000) for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

1.5 Lobbyist Contingency Fees

A) In accordance with Section 2-11.1(s) of the Code of Miami-Dade County, after May, 16, 2003, no person may, in whole or in part, pay, give or agree to pay or give a contingency fee to another person. No person may, in whole or in part, receive or agree to receive a contingency fee.

B) A contingency fee is a fee, bonus, commission or non-monetary benefit as compensation which is dependent on or in any way contingent upon the passage, defeat, or modification of: 1) any ordinance, resolution, action or decision of the Board; 2) any action, decision or recommendation of the MDEAT Executive Director or any County board or committee; or 3) any action, decision or recommendation of any County personnel during the time period of the entire decision-making process regarding such action, decision or recommendation which forseeably will be heard or reviewed by the Board.

1.6 Collusion

Where two (2) or more related parties, as defined herein, each submit a proposal for any contract, such proposals shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such proposals. Related parties shall mean Proposer or the principals

thereof which have a direct or indirect ownership interest in another Proposer for the same contract or in which a parent company or the principals thereof of one Proposer have a direct or indirect ownership interest in another Proposer for the same contract. Furthermore, any prior understanding, agreement, or connection between two or more corporations, firms, or persons submitting a proposal for the same services shall also be presumed to be collusive. Proposals found to be collusive shall be rejected. Proposers who have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive bidding may be terminated for default.

1.7 Expedited Purchasing Program

Pursuant to Ordinance 07-49, the County has created a pilot program for expedited purchasing, subject to terms and conditions as outlined in Section 2-8.1.6 of the Code of Miami-Dade County. The program shall be referred to as the Expedited Purchasing Program (EPP). Due to the expedited nature of County projects issued under the EPP, participating vendors should anticipate a shortened solicitation timeline for responding. Technical, professional and legal staff may be used to determine best value as set forth in the solicitation documents without the need to utilize the formal Selection Committee process established by the County. The MDEAT Executive Director's written recommendation to award a contract under the EPP shall be sufficient to commence the bid protest period and terminate the Cone of Silence. Any legislation contrary to the provisions of the EPP shall be deemed suspended or amended as necessary to give effect to the intent of this ordinance during its effective term.

1.8 INTENTIONALLY BLANK

1.9 BUSINESS ENTITY REGISTRATION

Miami-Dade County requires business entities to complete a registration application with Department of Procurement Management before doing business with the County. Proposers need not register with the County to present a proposal; however, the selected Proposer(s) must register prior to award of a contract as failure to register may result in the rejection of the Proposal. To register, or for assistance in registering, contact the **Office of Vendor Assistance at (305) 375-5287**.

It is the responsibility of the business entity to update and renew its application concerning any changes such as new address, telephone number, commodities, etc. during the performance of any agreement obtained as a result of this RFP.

Section 2-11.1(d) of Miami-Dade County Code provides that a county employee may not enter into any contract or transact any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County and any such contract, agreement or business engagement entered in violation of this subsection shall render this Agreement voidable. For additional information, please contact the Ethics Commission hot line at (305) 579-2593.

1.10 RULES, REGULATIONS AND LICENSING REQUIREMENTS

The Proposer shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, especially those applicable to conflict of interest and collusion. Proposers are presumed to be familiar with all Federal, State and local laws, ordinances, codes, rules and regulations that may in any way affect the goods or services offered, especially Executive Order No. 11246 entitled "Equal Employment Opportunity" and as amended by Executive Order No. 11375, as supplemented by the Department of Labor Regulations (41 CFR, Part 60), the Americans with Disabilities Act of 1990 and implementing regulations, the Rehabilitation Act of 1973, as amended, Chapter 553 of Florida Statutes and any and all other local, State and Federal directives, ordinances, rules, orders, and laws relating to people with disabilities.

1.11 CRIMINAL CONVICTION

Pursuant to Miami-Dade County Ordinance No. 94-34, "Any individual who has been convicted of a felony during the past ten years and any corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten years shall disclose this information prior to entering into a contract with or receiving funding from the MDEAT Trust." Accordingly, Criminal Record Affidavit forms are available upon request at the Department of Procurement Management/Office of Vendor Assistance at (305) 375-5287 for those individuals or firms requesting to disclose this information only.

1.12 INDEPENDENT PRIVATE SECTOR INSPECTOR GENERAL REVIEWS

A. INDEPENDENT PRIVATE SECTOR INSPECTOR GENERAL REVIEW

Pursuant to Miami-Dade County Administrative Order 3-20 and in connection with any award issued as a result of this RFP, the County has the right to retain the services of an Independent Private Sector Inspector General ("IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the selected Proposer shall make available, to the IPSIG retained by the County, all requested records and documentation pertaining to this RFP or any subsequent award, for inspection and copying. The County will be responsible for the payment of these IPSIG services, and under no circumstance shall the Proposer's cost/price for this RFP be inclusive of any charges relating to these IPSIG services. The terms of this provision herein, apply to the Proposer, its officers, agents, employees and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct, audit or investigate the operations, activities and performance of the selected Proposer in connection with this RFP or any contract issued as a result of this RFP. The terms of this provision are neither intended nor shall they be construed to impose any liability on the County by the selected Proposer or third party.

B. *MIAMI-DADE COUNTY INSPECTOR GENERAL REVIEW*

According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise provided below. The

cost of the audit any Contract issued as a result of this RFP shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total proposed amount. The audit cost will be deducted by MDEAT from progress payments to the selected Proposer. The audit cost shall also be included in all change orders and all contract renewals and extensions.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (I) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under $1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-2; (m) federal, state and local government-funded grants; and (n) interlocal agreements. ***Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award.***

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above.

1.13 AFFIRMATIVE ACTION/NON DISCRIMINATION OF EMPLOYMENT, PROMOTION AND PROCUREMENT PRACTICES (ORDINANCE NO. 98-30)

In accordance with the requirements of Ordinance No. 98-30, all firms with annual gross revenues in excess of $5 million seeking to contract with Miami-Dade County shall, as a condition of award, have a written Affirmative Action Plan and Procurement Policy on file with the County's Department of Business Development. Said firms must also submit, as a part of their proposals/bids to be filed with the Clerk of the Board, an appropriately completed and signed Affirmative Action Plan/Procurement Policy Affidavit **(see attached Form A-8.2).** Firms whose Boards of Directors are representative of the population make-up of the nation are exempt from this requirement and must submit, in writing, a detailed listing of their Boards of Directors, showing the race or ethnicity of each board member, to the County's Department of Business Development. Firms claiming exemption must submit, as part of their proposal/bids to be filed with the Clerk of the Board, an appropriately completed and signed Exemption Affidavit **(see attached Form A-8.1)** in accordance with Ordinance 98-30. These submittals shall be subject to periodic reviews to assure that the entities do not discriminate in their employment and procurement practices against minorities and women-owned businesses.

It will be the responsibility of each firm to provide verification of their gross annual revenues to determine the requirement for compliance with the Ordinance. Those firms that do not exceed $5 million annual gross revenues must clearly state so in their proposal.

1.14 ORDINANCES, RESOLUTIONS AND/OR ADMINISTRATIVE ORDERS

To request a copy of any ordinance, resolution and/or administrative order cited in this Solicitation, the Proposer must contact the **Clerk of the Board at (305) 375-5126.**

SECTION 2.0 - SCOPE OF SERVICES

2.1 Background

MDEAT is seeking a Consultant and/or Partner with a proven track record for uncovering disparate conditions between communities, documenting the conditions and reporting these disparities. The selected organization shall assist MDEAT in addressing some of the key impediments to correcting these disparate conditions. The successful Proposer will be required to complete a disparity study and produce a report card outlining the disparities in the major social areas i.e. health, education, employment, criminal justice, economic development, etc.

2.2 Objective

The objective of this solicitation is to enter into a contract with a selected Proposer to provide data gathering and reporting services to MDEAT. Additionally, MDEAT wants to acquire a data base that may be used to identify economic development opportunities in underserved communities. MDEAT is also seeking an organization that has fund raising capabilities and experience to assist MDEAT to augment its budget to ultimately create a data base platform that can be continuously updated and stored at MDEAT's offices.

2.3 Minimum Qualification Requirement

The minimum qualification requirement for this solicitation is as follows:

1. Data gathering and reporting capabilities, 2. Grant writing capabilities and experience, 3. Fund raising capabilities and experience, 4.the ability to design and create a data base platform and 5. The ability to identify economic opportunities for underserved communities and foster alliances to take advantage of those opportunities.

2.4 Tasks

The successful Proposer will be required to produce a disparity study within 90 days of contract award. Additionally the successful Proposer will be required to produce a report card on the conditions in the Black community of Miami-Dade County.

Some additional tasks may include, but not be limited to the following:

Creation of a Database
The successful Proposer must:

Establish a data-driven strategy through market analysis tools and models to identify and capture economic development opportunities (lending, homeownership and investment) in currently underserved markets with a particular focus on Miami Dade County African American communities that are within low to moderate income census tracts;

Generate the information necessary for stimulating investment in Miami underserved markets (use the data to suggest specific initiatives for economic development);

Use the derived market data to demonstrate their value to interested parties particularly investors, lenders, policy makers and community development leadership; and

Design and promote community development strategies that have proven successful through best practices in removing barriers to investment and wealth creation in underserved communities by forging strong collaborative alliances with the private sector that result in industry-leading innovation and new investment and in bridging disparity gaps in the marketplace for African Americans.

Identification of Economic Development Opportunities

The successful Proposer must:

Identify strategic opportunities to improve economic and social conditions to foster the economic well being of the African American communities of Miami Dade County; and

Establish a tracking mechanism for tracking and coordinating community resources.

Creation of a Data Platform that may be embedded at MDEAT

The successful Proposer must:

Establish a framework for embedding the data at MDEAT and a process for keeping the information continuously updated;

Use the baseline data to establish a tracking system for monitoring and measuring economic progress;

Use the information platform to establish an earned income strategy for MDEAT; and

Assist in creating a Community Information Exchange to provide a platform for sharing and interpreting market information to inform community leadership.

2.5 Deliverables

The successful Proposer shall provide a disparity study of the conditions of Blacks in relationship to the Miami-Dade community at large. Additionally the successful Proposer shall create a report card on the Black community as it relates to the issues of Health, education, economic development, employment, criminal justice, etc.

The successful Proposer shall also produce the following deliverables:

- A description of the models and market analysis tools used to capture information.
- A description of its approach to designing and promoting community development strategies.
- A description of how the information would be embedded at MDEAT and how it would be continuously updated.
- A description of its fund raising activities and how it intends to augment MDEAT's budget to complete all the tasks.

2.6 Reporting Requirements

The successful Proposer will be required to report on its progress with the deliverables bi-weekly upon the execution of an agreement. The reporting requirement may be modify with the written consent of MDEAT and the successful Proposer.

2.7 Schedule

MDEAT anticipates the delivery of a disparity study and a report card on the condition of the black community within ninety (90) days of contract execution. The remaining tasks are to be completed over a three (3) to five (5) year period contingent upon the successful Proposer's ability to raise funding to augment MDEAT's budget.

2.8 Budget/ Cost

MDEAT's budget for this project is an amount up to two hundred thousand dollars ($200,000.00) to be divided evenly over two fiscal years. MDEAT anticipates the successful Proposer raising an additional $300,000.00 over the life of the resulting agreement.

2.9 Payment Schedule

The successful Proposer will be paid upon receipt of the deliverables, unless otherwise agreed upon in writing by MDEAT.

SECTION 3.0 – PROPOSAL FORMAT

The MDEAT offers to qualified candidates the opportunity to propose the manner that it sees best for the accomplishment of the scope of work. Those wishing to apply should submit all completed/signed paper work and documentation to the MDEAT Trust.

3.1 INSTRUCTIONS TO PROPOSERS:

Proposers should carefully follow the format and instructions outlined below, observing format requirements where indicated. All materials (except for plans and schematics, if any) are to be submitted on 8 ½" X 11" pages, neatly typed on one side only, with normal (1-inch) margins and single spacing. All documents and information must be fully completed and signed as required. The original document package must not be bound. The document package copies should be individually bound. Proposals, which do not include the required documents, may be deemed non-responsive and may not be considered for contract award.

3.2 CONTENT OF PROPOSAL:

The proposal must consist of the following:

Minimum Qualification Requirements

1. Provide documentation that demonstrates Proposer's ability to satisfy all of the minimum qualification requirements. Proposers who do not meet the minimum qualification requirements or who fail to provide supporting documentation may be deemed non-responsive. The minimum qualification requirements for this Solicitation are: (1) data gathering and reporting capabilities, (2) grant writing capabilities and experience, (3) fund raising capabilities and experience, (4) the ability to design and create a data base platform; and (5) the ability to identify economic opportunities for underserved communities and foster alliances to take advantage of those opportunities.

Proposer's Experience and Past Performance

2. Describe the Proposer's past performance and experience and state the number of years that the Proposer has been in existence, the current number of employees, and the primary markets served.

3. Provide a detailed description of comparable contracts (similar in scope of services to those requested herein) which the Proposer has either ongoing or completed within the past three years. The description should identify for each project: (i) client, (ii) description of work, (iii) total dollar value of the contract, (iv) dates covering the term of the contract, (v) client contact person and phone number, (vi) statement of whether Proposer was the prime contractor or subcontractor, and (vii) the results of the project. Where possible, list and

describe those projects performed for government clients or similar size private entities (excluding any work performed for the County).

4. List all contracts which the Proposer has performed for Miami-Dade County. MDEAT will review all contracts the Proposer has performed for the County in accordance with Section 2-8.1(g) of the Miami-Dade County Code, which requires that "a Bidder's or Proposer's past performance on County Contracts be considered in the selection of Consultants and Contractors for future County Contracts." As such the Proposer must list and describe all work performed for Miami-Dade County and include for each project: (i) name of the County department which administers or administered the contract, (ii) description of work, (iii) total dollar value of the contract, (iv) dates covering the term of the contract, (v) County contact person and phone number, (vi) statement of whether Proposer was the prime contractor or subcontractor, and (vii) the results of the project.

Key Personnel and Subcontractors Performing Services

5. Provide an organization chart showing all key personnel, including their titles, to be assigned to this project. This chart must clearly identify the Proposer's employees and those of the subcontractors or subconsultants and shall include the functions to be performed by the key personnel. All key personnel includes all partners, managers, seniors and other professional staff that will perform work and/or services in this project.

6. List the names and addresses of all first tier subcontractors, and describe the extent of work to be performed by each first tier subcontractor. Describe the experience, qualifications and other vital information, including relevant experience on previous similar projects, of the subcontractors who will be assigned to this project.

7. Describe the experience, qualifications and other vital information, including relevant experience on previous similar projects, of all key personnel, including those of subcontractors, who will be assigned to this project.

8. Provide resumes, if available with job descriptions and other detailed qualification information on all key personnel who will be assigned to this project, including any key personnel of subcontractors.

Note: After proposal submission, but prior to the award of any contract issued as a result of this Solicitation, the Proposer has a continuing obligation to advise MDEAT of any changes, intended or otherwise, to the key personnel identified in its proposal.

Proposed Approach to Providing the Services

9. Describe Proposer's specific project plan and procedures to be used in providing the services in the Scope of Services **(see Section 2.0)**. The Project Plan should be specific regarding the relationship that is being proposed between MDEAT and the successful Proposer.

10. Describe Proposer's approach to project organization and management, including the responsibilities of Proposer's management and staff personnel that will perform work in this project.

11. Provide a project schedule identifying specific key tasks and duration.

12. Identify if Proposer has taken any exception to the terms of this Solicitation. If so, indicate what alternative is being offered and the cost implications of the exception(s).

IV. Affidavits/Acknowledgements

The Proposer must complete, sign as required, and submit the following documents as part of its Proposal:

Form A-1	Cover Page of Proposal
Form A-2	Affidavit of Miami-Dade County Lobbyist [Proposer] Registration for Oral Presentation **(see Section 1.16)**
Form A-3	Acknowledgement of Addenda **(see Section 1.7)**
Form A-4	Disability Nondiscrimination Affidavit
Form A-5	Local Business Preference [Information] **(see Section 1.21)**
Form A-7.1	Subcontractor/Supplier Listing **(see Section 1.29)**
Form A-7.2	Fair Subcontracting Policies **(see Section 1.30)**

3.3 PROPOSAL PREPARATION REQUIREMENTS

All proposals must be submitted on 8 1/2" x 11" paper.

Proposers shall include their complete return address on the outer envelope wrapper enclosing any materials submitted in response to this RFP. Such outer envelope or wrapper should be addressed as follows:

Proposer's Name Proposer's Address Proposer's Telephone Number Proposer's e-mail address Miami-Dade Economic Advocacy Trust Biscayne Building 19 West Flagler Street Suite M-106 Miami, FL 33130-4432 RFP No. MDEAT DDR 0310 RFP Title: Demographics Data Research Proposal Due Date: July 6, 2010

SECTION 4.0 - EVALUATION/SELECTION PROCESS

4.1 Review of Proposals for Responsiveness

Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in this Solicitation. A responsive proposal is one which follows the requirements of this Solicitation, includes all documentation, is submitted in the format outlined in this Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the proposal being deemed non-responsive.

4.2 Evaluation Criteria

Proposals will be evaluated by an Evaluation/Selection Committee which will evaluate and rank proposals on criteria listed below. The Evaluation/Selection Committee will be comprised of appropriate County personnel and members of the community, as deemed necessary, with the appropriate experience and/or knowledge, striving to ensure that the Evaluation/Selection Committee is balanced with regard to both ethnicity and gender. The criteria are itemized with their respective weights for a maximum total of one hundred (100) points per Evaluation/Selection Committee member.

Technical Criteria	Points
1. Proposer's relevant experience, qualifications, and past performance	30
2. Relevant experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors	20
3. Proposer's approach to providing the services requested in this Solicitation	40
Price Criteria	**Points**
4. Proposer's proposed price	10

4.3 Oral Presentations

Upon completion of the technical criteria evaluation indicated above, rating and ranking, the Evaluation/Selection Committee may choose to conduct an oral presentation with the Proposer(s) which the Evaluation/Selection Committee deems to warrant further consideration based on, among other considerations, scores in clusters and/or maintaining competition. (See **Form A-2** regarding registering speakers in the proposal for oral presentations.) Upon completion of the oral presentation(s), the Evaluation/Selection Committee will re-evaluate, re-rate and re-rank the proposals remaining in consideration based upon the written documents combined with the oral presentation.

4.4 Selection Factor

This Solicitation includes a selection factor for Miami-Dade County Certified Small Business Enterprises (SBE's) as follows. A SBE/Micro Business Enterprise is entitled to receive an additional ten percent (10%) of the total technical evaluation points on the technical portion of such Proposer's proposal. An SBE/Micro Business Enterprise must be certified by the Department of Small Business Development for the type of goods and/or services the Proposer provides in accordance with the applicable Commodity Code(s) for this Solicitation. For certification information contact the Department of Small Business Development at (305) 375-3111 or access www.miamidade.gov/sba. The SBE/Micro Business Enterprise must be certified by proposal submission deadline, at contract award, and for the duration of the contract to remain eligible for the preference.

4.5 Local Certified Service-Disabled Veteran's Business Enterprise Preference

This Solicitation includes a preference for Miami-Dade County Local Certified Service-Disabled Veteran Business Enterprises in accordance with Section 2-8.5.1 of the Code of Miami-Dade County. A VBE is entitled to receive an additional five percent (5%) of the total technical evaluation points on the technical portion of such Proposer's proposal. If a Miami-Dade County Certified Small Business Enterprise (SBE) measure is being applied to this Solicitation, a VBE which also qualifies for the SBE measure shall not receive the veteran's preference provided in this section and shall be limited to the applicable SBE preference.

4.6 Price Evaluation

After the evaluation of the technical proposal, in light of the oral presentation(s) if necessary, MDEAT will evaluate the price proposals of those Proposers remaining in consideration.

The price proposal will be evaluated subjectively in combination with the technical proposal, including an evaluation of how well it matches Proposer's understanding of MDEAT's needs described in this Solicitation, the Proposer's assumptions, and the value of the proposed services. The pricing evaluation is used as part of the evaluation process to determine the highest ranked Proposer. MDEAT reserves the right to negotiate the final terms, conditions and pricing of the contract as may be in the best interest of MDEAT and the County.

4.7 Local Preference

The evaluation of competitive solicitations is subject to Section 2-8.5 of the Miami-Dade County Code, which, except where contrary to federal or state law, or any other funding source requirements, provides that preference be given to local businesses (see **Form A-4**). If, following the completion of final rankings by the Evaluation/Selection Committee, a non-local Proposer is the highest ranked responsive and responsible Proposer, and the ranking of a responsive and responsible local Proposer is within 5% of the ranking obtained by said non-local Proposer, then the Evaluation/Selection Committee will recommend that a contract be negotiated with said local Proposer.

4.8 Negotiations

MDEAT may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the Proposer's best terms from a monetary and technical standpoint.

The Evaluation/Selection Committee will evaluate, score and rank proposals, and submit the results of their evaluation to the MDEAT Executive Director with their recommendation. MDEAT will determine with which Proposer(s) MDEAT shall negotiate, if any, taking into consideration the Local Preference Section above. In MDEAT's sole discretion, MDEAT may direct negotiations with the highest ranked Proposer, negotiations with multiple Proposers, or may request best and final offers.

Notwithstanding the foregoing, if MDEAT and said Proposer(s) cannot reach agreement on a contract, MDEAT reserves the right to terminate negotiations and may, at MDEAT's discretion, begin negotiations with the next highest ranked Proposer(s). This process may continue until a contract acceptable to MDEAT has been executed or all proposals are rejected. No Proposer shall have any rights against MDEAT or the County arising from such negotiations or termination thereof.

Any Proposer recommended for negotiations shall:

a) Complete a Collusion Affidavit, in accordance with Sections 2-8-1.1 of the Miami-Dade County Code as amended by Ordinance 08-113. (If a Proposer fails to submit the required Collusion Affidavit, said Proposer shall be ineligible for award.)

Any Proposer recommended for negotiations may be required to provide to MDEAT:

a) Its most recent certified business financial statements as of a date not earlier than the end of the Proposer's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for a material change in the financial condition. A copy of the most recent business income tax return will be accepted if certified financial statements are unavailable.

b) Information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Proposer, any of its employees or subcontractors is or has been involved within the last three years.

4.9 Contract Award

Any contract, resulting from this Solicitation, will be submitted to the MDEAT Executive Director for approval. All Proposers will be notified in writing when the MDEAT Executive Director makes an award recommendation. The Contract award, if any, shall be made to the Proposer whose proposal shall be deemed by MDEAT to be in the best

interest of MDEAT. Notwithstanding the rights of protest listed below, MDEAT's decision of whether to make the award and to which Proposer shall be final.

4.10 Rights of Protest

A. A recommendation for contract award or rejection of all proposals may be protested by a Proposer in accordance with the procedures contained in Sections 2-8.3 and 2-8.4 of the County Code, as amended, and as established in Implementing Order No. 3-21.

B. A written intent to protest shall be filed with the Clerk of the Board and mailed to all participants in the competitive process and to MDEAT Attorney within three (3) County workdays of the filing of the MDEAT Executive Director's recommendation. This three day period begins on MDEAT workday after the filing of the MDEAT Executive Director's recommendation. Such written intent to protest shall state the particular grounds on which it is based and shall be accompanied by a filing fee as detailed in Para C below.

C. The written intent to protest shall be accompanied by a non-refundable filing fee, payable to the Clerk of the Board, in accordance with the schedule provided below:

Award Amount	Filing Fee
$25,000-$250,000	$500
$250,001-$500,000	$1,000
$500,001-$5 million	$3,000
Over $5 million	$5,000

D. For award recommendations greater than $250,000, MDEAT's recommendation to award or reject will be immediately communicated (via mail, fax or e-mail) to all participants in the competitive process and filed with the Clerk of the Board.

E. For award recommendations from $25,000 to $250,000, recommendations to award or reject will be posted on the Department of Procurement Management website.

Any question, issue, objection or disagreement concerning, generated by, or arising from the published requirements, terms, conditions or processes contained or described in the solicitation document shall be deemed waived by the protester and shall be rejected as a basis for a protest unless it was brought by that Proposer to the attention, in writing, of the procurement agent, buyer, contracting officer or other contact person in MDEAT, which has issued the solicitation document, at least two working days (not less than 48 hours) prior to the hour of the due date for proposal submission.

PROPOSAL SUBMISSION PACKAGE
Request for Proposals (RFP) No. MDEAT DDR-0310
DEMOGRAPHIC DATA RESEARCH PARTNER/CONSULTANT

In response to the Solicitation, Proposer shall RETURN THIS ENTIRE PROPOSAL SUBMISSION PACKAGE as follows:

1. **Form A-1, Cover Page of Proposal**
   Complete and sign (by Proposer or representative of the Proposer who is legally authorized to enter into a contractual relationship in the name of the Proposer) as required.

2. **Proposer Information**
   Complete following the requirements therein.

   Note: The Proposer Information document is available in an electronic format (Word) by submitting a written request via e-mail to the County contact person for this Solicitation.

3. **Affidavits/Acknowledgements**
   Complete and sign the following forms:

   Form A-2, Lobbyist Registration for Oral Presentations
   Form A-3, Acknowledgement of Addenda
   Form A-4, Local Business Preference
   Form A-5, Proposer's Disclosure of Subcontractors and Suppliers
   Form A-6, Fair Subcontracting Policies

4. **Form B-1, Price Proposal Schedule**
   Complete following the requirements therein.

Submit in hardcopy format an original, complete Proposal Submission Package and seven (7) copies of the complete package **by the Proposal Due Date** (see front cover of Solicitation) in a sealed envelope/container addressed as follows:

Proposer's Name Proposer's Address Proposer's Telephone Number	Miami-Dade Economic Advocacy Trust Biscayne Building 19 West Flagler Street, Suit M-106 Miami, FL 33130-4432
RFP No.: RFP Title: Proposal Due Date:	

Form A-1

PROPOSER'S NAME (Name of firm, entity or organization):

FEDERAL EMPLOYER IDENTIFICATION NUMBER:

NAME AND TITLE OF PROPOSER'S CONTACT PERSON:

Name: Title:

MAILING ADDRESS:

Street Address: _____

City, State, Zip: _____

TELEPHONE:	***FAX:***	***E-MAIL ADDRESS:***
(____) _____	(____) _____	_____

PROPOSER'S ORGANIZATIONAL STRUCTURE:

____ Corporation ____ Partnership ____ Proprietorship ____ Joint Venture

____ Other (Explain): _____

IF CORPORATION:

Date Incorporated/Organized: _____ State Incorporated/Organized: _____

States registered in as foreign corporation: _____

PROPOSER'S SERVICE OR BUSINESS ACTIVITIES OTHER THAN WHAT THIS SOLICITATION REQUESTS FOR:

LIST NAMES OF PROPOSER'S SUBCONTRACTORS OR SUBCONSULTANTS FOR THIS PROJECT:

LOCAL CERTIFIED SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE:

A Local Certified Service-Disabled Veteran Business Enterprise is a firm that is a) a local business pursuant to Section 2-8.5 of the Code of Miami-Dade County and b) prior to proposal submittal is certified by the State of Florida Department of Management Services as a service-disabled veteran business enterprise pursuant to Section 295.187 of the Florida Statutes. At the time of proposal submission, the Local Certified Service-Disabled Veteran Business Enterprise must affirm in writing its compliance with the certification requirements of Section 295.187 of the Florida Statutes and submit said affirmation and a copy of the actual certification along with the proposal submission.

☐ Place a checkmark here only if affirming Proposer is a certified Local Certified Service-Disabled Veteran Business Enterprise. A copy of the required certification must be submitted with the proposal.

CRIMINAL CONVICTION DISCLOSURE:

Pursuant to Miami-Dade County Ordinance No. 94-34, any individual who has been convicted of a felony during the past ten years and any corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten years shall disclose this information prior to entering into a contract with or receiving funding from the County.

☐ Place a checkmark here only if Proposer has such conviction to disclose to comply with this requirement.

PROPOSER'S AUTHORIZED SIGNATURE

The undersigned hereby certifies that this proposal is submitted in response to this solicitation.

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED BELOW BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE COUNTY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS OFFER.

Signed By: _____ Date: _____

Print Name: _____ Title: _____

Form A-2

AFFIDAVIT OF MIAMI-DADE COUNTY LOBBYIST REGISTRATION FOR ORAL PRESENTATION

(1) ProjectTitle:_____ Project No.:_____
(2) Department: _____
(3) Proposer's Name: _____
Address: _____ Zip: _____
Business Telephone: (____) _____

(4) **List All Members of the Presentation Team Who Will Be Participating in the Oral Presentation:**

NAME	TITLE	EMPLOYED BY	TEL. NO.

(ATTACH ADDITIONAL SHEET IF NECESSARY)

The individuals named above are Registered and the Registration Fee is <u>not</u> required for the Oral Presentation ONLY.

Any person who appears as a representative for an individual or firm for an oral presentation before a County certification, evaluation, selection, technical review or similar committee must be listed on an affidavit provided by the County. The affidavit shall be filed with the Clerk of the Board at the time the response is submitted. The individual or firm must submit a revised affidavit for additional team members added after submittal of the proposal with the Clerk of the Board at least two days prior to the oral presentation. Any person not listed on the affidavit or revised affidavit may not participate in the oral presentation, unless he or she is registered with the Clerk's office and has paid all applicable fees.

Other than for the oral presentation, Proposers who wish to address the county commission, county board or county committee concerning any actions, decisions or recommendations of County personnel regarding this solicitation in accordance with Section 2-11.1(s) of the Code of Miami-Dade County MUST register with the Clerk of the Board and pay all applicable fees.

I do solemnly swear that all the foregoing facts are true and correct and I have read or am familiar with the provisions of Section 2-11.1(s) of the Code of Miami-Dade County as amended.

Signature of Authorized Representative: _____ Title: _____
STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____,
by _____, a _____, who is personally known
(Individual, Officer, Partner or Agent) (Sole Proprietor, Corporation or Partnership)
to me or who has produced _____ as identification and who did/did not take an oath.

_____
(Signature of person taking acknowledgement)

_____
(Name of Acknowledger typed, printed or stamped)

_____ _____
(Title or Rank) (Serial Number, if any)

Form A-3

ACKNOWLEDGEMENT OF ADDENDA

Instructions: Complete Part I or Part II, whichever is applicable.

PART I: Listed below are the dates of issue for each Addendum received in connection with this solicitation.

Addendum #1, Dated _____, 201___

Addendum #2, Dated _____, 201___

Addendum #3, Dated _____, 201___

Addendum #4, Dated _____, 201___

Addendum #5, Dated _____, 201___

Addendum #6, Dated _____, 201___

Addendum #7, Dated _____, 201___

Addendum #8, Dated _____, 201___

Addendum #9, Dated _____, 201___

PART II:

____ No Addendum was received in connection with this solicitation.

Authorized Signature:_____ Date: _____

Print Name: _____ Title: _____

Firm Name: _____

Form A-4

LOCAL BUSINESS PREFERENCE

The evaluation of competitive solicitations is subject to Section 2-8.5 of the Miami-Dade County Code, which, except where contrary to federal or state law, or any other funding source requirements, provides that preference be given to local businesses. A local business, for the purposes of receiving the aforementioned preference above, shall be defined as a Proposer which meets all of the following.

1. Proposer has a valid Local Business Tax Receipt (formerly know as an Occupational License), issued by Miami-Dade County at least one year prior to proposal submission, that is appropriate for the goods, services or construction to be purchased.

   Proposer shall attach a copy of said Miami-Dade County Local Business Tax Receipt hereto. (Note: Current and past year receipts, or occupational licenses, as may be applicable, may need to be submitted as proof that it was issued at least one year prior to the proposal due date.)

2. Proposer has a physical business address located within the limits of Miami-Dade County from which the Proposer operates or performs business. (Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address.)

   Proposer shall state its Miami-Dade County (or Broward County if applicable, see note below) physical business address _____

3. Proposer contributes to the economic development and well-being of Miami-Dade County in a verifiable and measurable way. This may include but not be limited to the retention and expansion of employment opportunities and the support and increase in the County's tax base. To satisfy this requirement, the Proposer shall affirm in writing its compliance with any of the following objective criteria as of the proposal submission date:

   Check box, if applicable:

   ☐ a) Proposer has at least ten (10) permanent full time employees, or part time employees equivalent to 10 FTE ("full-time equivalent" employees working 40 hours per week) that live in Miami-Dade County, or at least 25% of its employees that live in Miami-Dade County.

   ☐ b) Proposer contributes to the County's tax base by paying either real property taxes or tangible personal property taxes to Miami-Dade County.

   ☐ c) Proposer contributes to the economic development and well-being of Miami-Dade County by some other verifiable and measurable contribution by_____

   _____
   _____
   _____
   _____
   _____
   _____
   _____
   _____
   _____
   _____

Proposer shall check the box if applicable and, if checking item "c", shall provide a written statement, above, defining how Proposer meets that criteria.

By signing below, Proposer affirms that it meets the above criteria to qualify for Local Preference and has submitted the requested documents.

Note: At this time, there is an interlocal agreement in effect between Miami-Dade and Broward Counties until September 30, 2011. Therefore, a Proposer which meets the requirements of (1), (2) and (3) above for Broward County shall be considered a local business for the purposes outlined herein.

Federal Employer Identification Number: _____

Firm Name: _____

Address: _____

City/State/Zip: _____

I hereby certify that to the best of my knowledge and belief all the foregoing facts are true and correct.

Signature of Authorized Representative: _____

Print Name: _____ Title: _____

Date: _____

STATE OF _____
COUNTY OF _____

SUBSCRIBED AND SWORN TO (or affirmed) before me on _____,
(Date)

by _____. He/She is personally known to me or has
(Affiant)

presented _____ as identification.
(Type of Identification)

_____ _____
(Signature of Notary) (Serial Number)

_____ _____
(Print or Stamp Name of Notary) (Expiration Date)

Notary Public _____ Notary Seal
(State)

FORM A-5
SUBCONTRACTOR/SUPPLIER LISTING
(Ordinance 97-104)

Name of Proposer _____

This form, or a comparable listing meeting the requirements of Ordinance No. 97-104, MUST be completed by all bidders and proposers on County contracts for purchase of supplies, materials or services, including professional services which involve expenditures of $100,000 or more, and all bidders and proposers on County or Public Health Trust construction contracts which involve expenditures of $100,000 or more. **This form, or a comparable listing meeting the requirements of Ordinance No. 97-104, must be completed and submitted even though the bidder or proposer will not utilize subcontractors or suppliers on the contract. The bidder or proposer should enter the word "NONE" under the appropriate heading in those instances where no subcontractors or suppliers will be used on the contract.** A bidder or proposer who is awarded the contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified except upon written approval of the County.

Business Name and Address of First Tier Subcontractor/Subconsultant	**Principal Owner**	**Scope of Work to be Performed by Subcontractor/Subconsultant**	**(Principal Owner)** *Gender*	*Race*

Business Name and Address of Direct Supplier	**Principal Owner**	**Supplies/Materials/Services to be Provided by Supplier**	**(Principal Owner)** *Gender*	*Race*

I certify that the representations contained in this Subcontractor/Supplier Listing are to the best of my knowledge true and accurate.

_____

Signature of Proposer's Authorized Representative **Print Name** **Print Title** **Date**

(Duplicate if additional space is needed)
Form A-5(new 5/7/99)

Form A-6

FAIR SUBCONTRACTING POLICIES
(Section 2-8.8 of the Miami-Dade County Code)

FAIR SUBCONTRACTING PRACTICES

In compliance with Section 2-8.8 of the Miami-Dade County Code, the Proposer submits the following detailed statement of its policies and procedures for awarding subcontracts:

_____

I hereby certify that the foregoing information is true, correct and complete.

Signature of Authorized Representative: _____

Title: _____ Date: _____

Firm Name: _____

INFORMATION ITEM II.B

HOUSING ACTION COMMITTEE REPORT

INFORMATION ITEM II.B.1

HAP LOAN SERVING UPDATE

MIAMI DADE ECONOMIC ADVOCACY TRUST

EXECUTIVE DIRECTOR'S INFORMATION ITEM

Date: June 10, 2010

To: MDEAT Trust Board Members

From: John Dixon, Executive Director

Subject: MDEAT HAP Loan Servicing Update

PURPOSE OF ITEM

This is to provide an update regarding the servicing of loans generated by the Homeownership Assistance Program (HAP) via the monthly Documentary Surtax funds allocated to MDEAT and the results of the negotiation of a potential interagency agreement with the Department of Housing and Community Development, (DHCD) for the purpose of assisting in HAP loan servicing.

INFORMATION UPDATE

As a part of quality control and due diligence measures and improvements to the MDEAT Homeownership Assistance Program (HAP), MDEAT staff previously met with, solicited and consequently composed a draft interagency agreement by which the Dept. of Housing & Community Development (DHCD, formally OCED) would be contracted to perform certain servicing duties for to be funded and closed HAP loans. Based on the meeting discussions and analysis of current Housing Division operations, MDEAT will not be entering into any servicing agreement with DHCD.

The decision and its resulting measures were derived at based on the following:

- Budget reductions to DHCD and resulting cuts in their Loan Servicing staff no longer affords them with adequate staff to handle any additional duties.
- The workload requirements that pertained to the interagency agreement would not necessarily lessen the workload on MDEAT Housing staff and would actually increase the workload of MDEAT's County Attorney representative and Housing Program Administrator.
- The interagency agreement would not in any manner cover the current active HAP closed loans pipeline.
  Note: There are over 3000 active loans that would still require servicing versus the 100+ loans (during the first year) that would have been covered via the interagency agreement.
- The drastic reduction in the number of files received monthly has resulted in several adjustments that now provide ample time for MDEAT Housing Staff to service loans in a timely manner and take on additional needed quality control measures (reduction eludes to 15-30 files versus 50-70 files per month).

- Quality control measures and procedures have been put into place to account for post closing, payoff, subordination, foreclosure, forgiven loans, insurance and most recently "short sale" activities.
- There is no additional fiscal impact. This is a part of Housing staff salaries & benefits in the MDEAT Housing budget.

MDEAT Housing staff can answer any questions and provide any details or supporting documents that may be desired. This has been discussed with the MDEAT Trust Board Housing Chairperson and she is in agreement with the actions taken. Thank You.

INFORMATION ITEM II.C

YOUTH ACTION COMMITTEE REPORT

INFORMATION ITEM II.C.1

SAFE SUMMER 2010
TEEN COURT PARTICIPATION
&
MIAMI GARDENS TEEN SUMMIT
IN JUNE

MIAMI-DADE COUNTY

INFORMATIONAL ITEM

TO: Miami-Dade Economic Advocacy Trust (MDEAT) BOARD

FROM: John E. Dixon, Executive Director

DATE: June 9, 2010

SUBJECT: Teen Court Initiatives

Teen Court is involved with the "2010 Summer Coalition" in partnership with the City of Miami Police Department and the NET Office for Liberty City and Little Haiti. This initiative is geared to reduce violence in the Liberty City area with a series of eight (8) events to keep youth involved in 'Safe Summer' activities.

During these series of events was a Teen Summit to address violent crime in Liberty City and gain input on how to reduce it on June 4th. Teen Court will be involved in a Mock Court Trial on August 7th from the death of teenager, the investigation of the crime, the notification of the family of the death, the arrest of the accused, to the trial of the arrested individual(s) for the crime. The coordinating of a Health Fair for the final event on August 21st, which will be in combination with back to school activities for the Liberty City community. This will also include hair grooming for boys and girls for the start of school.

On June 24th, we will be hosting a Teen Summit in Miami Gardens City Chambers for discussion on how violence can be reduced in the City. Teens from the area will be asked their ideas on how best to reduce or eliminate violent crimes in Miami Gardens.

INFORMATION ITEM II.D

ECONOMIC DEVELOPMENT ACTION COMMITTEE REPORT

INFORMATION ITEM II.D.1

PROCUREMENT FAIR

Memorandum

MIAMI-DADE COUNTY

MIAMI-DADE ECONOMIC ADVOCACY TRUST

ECONOMIC DEVELOPMENT DIVISION

INFORMATION ITEM

To: Miami-Dade Economic Advocacy Trust (MDEAT) Board

From: María Díaz de la Portilla, Administrative Officer II

Date: June 11, 2010

Subject: Economic Development Action Committee Report

PURPOSE OF ITEM

The purpose of this item is to inform the Miami-Dade Economic Advocacy Trust (MDEAT) Board, of Miami-Dade County Economic Development activities and initiatives for the month of May.

ACTION COMMITTEE INITIATIVES

Business Procurement Fair

The MDEAT Business Procurement Fair will be held on Saturday, June 26, 2010 at Florida Memorial University from 10:00 am to 2:00 pm. MDEAT has invited over 40 procurement entities from major public and private sectors to exhibit and promote certification to conduct business. Presently, approximately 20 vendors, and over 100 participants have confirmed their attendance.

In an effort to promote the Fair, the following entities have forwarded the procurement Fair invitation to all registered and certified vendors in their systems electronically. They include the following:

- Miami- Dade County, Department of Procurement
- City of Miami, Department of Procurement
- Miami Dade College, Department of Procurement.
- Miami-Dade Public Schools, Department of Procurement
- Miami Dade Public Schools, Office of Compliance and Business Services

In addition, the Fair has been advertised in The Miami Herald, The Miami Times, and The South Florida Times. Radio promotions will air on WHQT-HOT-105 and 99Jamz, and a live radio interview will occur on HOT-TALK, hosted by Chief Jimmie Brown. Rodney Baltimore, Radio Personality, Hot-105 and 99Jamz, and a live radio interview will occur on HOT-TALK, hosted by Chief Jimmie Brown. Rodney Baltimore, Radio Personality, HOT-105 will provide interviews to market the Fair. The interviews will be aired during the broadcast of the Tom Joyner Morning Show.

We have invited the Honorable Barbara Jordan, Miami Dade County District 1, the Honorable Shirley Gibson, Mayor of the City of Miami Gardens, and Dr. Barbara Thompson, Interim President, Florida Memorial University have been requested to provide a welcome to kick–off the fair.

The City Council of Miami Gardens Council has also been invited to attend.

INFORMATION ITEM II.D.2

NORTH DADE ECONOMIC CORRIDOR GRANT INITIATIVE

Memorandum

MIAMI-DADE COUNTY

MIAMI-DADE ECONOMIC ADVOCACY TRUST

ECONOMIC DEVELOPMENT DIVISION

INFORMATION ITEM

To: Miami-Dade Economic Advocacy Trust (MDEAT) Board

From: María Díaz de la Portilla, Administrative Officer II

Date: June 11, 2010

Subject: Economic Development Action Committee Report

PURPOSE OF ITEM

The purpose of this item is to inform the Miami-Dade Economic Advocacy Trust (MDEAT) Board, of Miami-Dade County Economic Development activities and initiatives for the month of May.

ACTION COMMITTEE INITIATIVES

North Dade Economic Corridor Grant Initiative

MDEAT has partnered with the City of Miami Gardens to coordinate and implement the North Dade Economic Corridor Grant Initiative. Geographical Quadrants have been identified by the City that will use as business area boundaries. They include:

North: All commercial properties located north of the roadway centerline of N.W. 183 Street to County Line Road (N.W. 215 Street).

South: All commercial properties located south of the roadway centerline of N.W. 183 Street N.W. 151 Street.

East: All commercial properties located east of the roadway centerline of N.W. 27 Avenue to U.S. 441 (N.W. 2 Avenue).

West: All commercial properties located west of the roadway centerline of N.W. 27 Avenue to roadway centerline of N.W. 57 Avenue (between N.W. 167 Street and N.W. 151 Street), and the roadway centerline of N.W. 47 Avenue (between N.W. 167 Street and N.W. 215 Street).

The Economic Development Action Committee, MDEAT staff, and the City of Miami Gardens staff, will tour the area to get a first-hand view of businesses.

Staff is requesting a meeting with the Honorable Barbara Jordan, District 1, to provide a brief regarding this program.

Staff has developed a draft grant application for interested businesses which includes:

- How the funds can be used.
- Grant Criteria
- Required documents needed to submit grant application.

This initiative will be implemented by August 2010.

INFORMATION ITEM II.D.3

WIFI MEETING

Memorandum

MIAMI-DADE ECONOMIC ADVOCACY TRUST

ECONOMIC DEVELOPMENT DIVISION

INFORMATION ITEM

To: Miami-Dade Economic Advocacy Trust (MDEAT) Board

From: Maria Diaz de la Portilla, Administrative Officer II

Date: June 11, 2010

Subject: Economic Development Action Committee Report

PURPOSE OF ITEM

The purpose of this item is to inform the Miami-Dade Economic Advocacy Trust (MDEAT) Board, of Miami-Dade County Economic Development activities and initiatives for the month of May.

ACTION COMMITTEE INITIATIVES

WiFi Meeting

The MDEAT Economic Development Action Committee (EDAC) has identified the lack of WiFi accessibility in underserved Miami-Dade County communities as a priority.

Technology plays a vital role in our society. Many of our residents are disadvantage due to the inability to access the technology that can enhance everyday life.

In an attempt to discuss how MDEAT can advocate for underserved communities to improve the quality of life through the advancement of technology, the EDAC and MDEAT staff met with Andre McAden, Alpha Communication Network Strategic Plan. Mr. McAden proposed an initiative that will provide broadband access and voice-

over wireless IP telephone services to low income residents. In addition, he discussed the development of a "Cloud" environment that would benefit businesses.

The EDAC expressed that MDEAT'S role in this initiative and other IT activities should serve as an advocate to promote the need for Wi-Fi and other technology for underserved areas in Miami Dade County.

INFORMATION ITEM II.E

FISCAL REPORT

MIAMI-DADE ECONOMIC ADVOCACY TRUST

FISCAL REPORT

FISCAL YEAR 2009/10
As of May 31, 2010

MIAMI-DADE ECONOMIC ADVOCACY TRUST

ADMINISTRATION (G.F.)

FISCAL MANAGEMENT REPORT FY 09/10

As of May 31, 2010

Subobject	Description	Budget	Actual	Balance
00110	SALARIES	490,100	300,767	189,333
01010	FRINGES	186,000	98,649	87,351
01111	ADMINISTRATIVE CHARGES	-420,000	-210,000	-210,000
21110	MANAGEMENT SERVICES	30,000		30,000
22350	BOTTLED WATER	200	152	48
22430	OTHER OUTSIDE CONTRACTS	500		500
23210	GENERAL LIABILITY	11,600	11,600	0
24130	MAINT & REPAIR:OFFICES MACHINES	500	640	-140
24571	P.C. MAINT	4,000	4,877	-877
24630	RADIO MAINTENANCE	300		300
25330	COPY MACHINE RENTAL	6,500	3,640	2,860
25360	OTHER COMM EQUIP REPAIR		84	-84
25511	PAYMENTS TO LESSOR	128,000	94,598	33,402
26028	GSA SERVICE TICKET	3,000	705	2,295
26040	GSA WORK ORDERS	3,000		3,000
26050	GSA PRINTING & REPRODUCTION	4,000	119	3,881
26051	GSA POSTAGE		834	-834
26062	FM LT EQ MILEAGE	3,500	195	3,305
26067	FM POLICY CHARGES	1,000		1,000
26068	FM ACC/ABU/MOD	2,500		2,500
26077	FM-POOL VEHICLE HOURS	3,000	328	2,672
26110	DATA PROCESSING SERVICES	3,000	1,720	1,280
26260	OTHER CHARGES		20	-20
26502	P&R PROJ. DIVISION		97	-97
26509	P&R PROJ. FRINGE C		65	-65
26510	P&R PROJ. LABOR CO		112	-112
26512	P&R PROJ. MATERIAL		120	-120
26613	CLERK-RECORDS STORAGE	500	100	400
31010	TELEPHONE-REGULAR	13,800	7,377	6,423
31011	TELEPHONE-LONG DISTANCE	1,400	323	1,077
31014	TELEPHONE-MTCE		231	-231
31015	CELLULAR PHONE SERVICES	5,600	2,519	3,081
31018	OTHER COMMUNICATIONS	1,100		1,100
31110	PUBLICATIONS		589	-589
31130	MEMBERSHIPS	500	150	350
31210	TRAVEL EXPENSE-U.S	5,000		5,000
31215	TRAVEL EXPENSE-PCA		-274	274
31220	REGISTRATION FEES	500		500
31320	PARKING REIMBURSEMENT	400	360	40
31401	NEWSPAPER ADVERTISEMENT	4,000		4,000
31402	NEWSPAPER ADVERTISEMENT	4,000		4,000

MIAMI-DADE ECONOMIC ADVOCACY TRUST

ADMINISTRATION (G.F.)

FISCAL MANAGEMENT REPORT FY 09/10

As of May 31, 2010

Subobject	Description	Budget	Actual	Balance
31408	RADIO ADVERTISING	5,000		5,000
31420	SPONSORSHIPS/MARKETING		285	-285
31510	OUTSIDE PRINTING	2,000		2,000
31520	GRAPHIC SERVICES	2,000	2,230	-230
31540	SIGNS READY MADE		86	-86
31611	POSTAGE-REGULAR MAIL	2,000		2,000
31910	PETTY CASH EXPENDITURES	1,000		1,000
32010	INSERVICE TRAINING	2,000	150	1,850
33016	EMPLOYMENT PROCESS		75	-75
43231	COMMUNICATION EQUIPMENT		28	-28
47010	OFFICE SUPPLIES/OUTSIDE VENDOR	1,000	384	616
47011	GSA CENTRAL SERVICES	6,000	1,552	4,448
47020	OFFICE EQUIP LESS THAN $750	1,000		1,000
49310	CLOTHING AND UNIFORMS	500		500
49611	VIDEO SUPPLIES & EQUIPMENT		35	-35
	EXPENDITURE TOTAL	520,000	325,522	194,478

MIAMI-DADE ECONOMIC ADVOCACY TRUST

HOUSING ASSISTANCE PROGRAM

FISCAL MANAGEMENT REPORT FY 09/10

As of May 31, 2010

Subobject	Description	Budget	Actual	Balance
R31900	OTHER TAXES	870,000	662,285	207,715
R36100	INTEREST EARNINGS	14,000	660	13,340
	CARRYOVER	896,000	581,211	314,789
R36900	OTHER MISCELLANEOUS	0	410	-410
R38900	OTHER NON REVENUE(	0	62,282	-62,282
	REVENUE TOTAL	**1,780,000**	**1,306,848**	**473,152**
00110	SALARIES	304,000	211,822	92,178
01010	FRINGES	81,000	43,489	37,511
21210	LEGAL COUNSEL	500		500
25360	OTHER COMM EQUIP R		84	-84
26050	GSA PRINTING & REP	500	749	-249
26052	GSA WAREHOUSE		330	-330
26616	RECORDING FEES	1,600	250	1,350
31420	SPONSORSHIPS/MARKETING		165	-165
31611	POSTAGE-REGULAR MAIL	300		300
32010	INSERVICE TRAINING	800		800
33016	EMPLOYMENT PROCESS		45	-45
47011	GSA CENTRAL SERVICES	1,300	150	1,150
60620	GRANTS TO OTHERS	1,333,000	332,743	1,000,257
60640	MISC	57,000		57,000
78030	ESCROW AGENT		80	-80
	EXPENDITURE TOTAL	**1,780,000**	**589,907**	**1,190,093**

MIAMI-DADE ECONOMIC ADVOCACY TRUST

ECONOMIC DEVELOPMENT

FISCAL MANAGEMENT REPORT FY 09/10

As of May 31, 2010

Subobject	Description	Budget	Actual	Balance
00110	SALARIES	45,000	48,002	-3,002
01010	FRINGES	18,000	12,884	5,116
01111	ADMINISTRATIVE CHARGES	50,000	25,000	25,000
60620	GRANTS TO OTHERS	168,000		168,000
	EXPENDITURE TOTAL	**281,000**	**85,886**	**195,114**

MIAMI-DADE ECONOMIC ADVOCACY TRUST

TEEN COURT PROGRAM

FISCAL MANAGEMENT REPORT FY 09/10

As of May 31, 2010

Subobject	Description	Budget	Actual	Balance
R35900	OTHER FINES AND/OR	1,200,000	687,737	512,263
	CARRYOVER	1,329,000	1,209,313	119,687
R36100	INTEREST EARNINGS	25,000	3,268	21,732
	REVENUE TOTAL	**2,554,000**	**1,900,318**	**653,682**
00110	SALARIES	746,000	451,657	294,343
01010	FRINGES	260,000	134,325	125,675
01111	ADMINISTRATIVE CHARGES	370,000	185,000	185,000
22310	SECURITY SERVICES	9,000	9,808	-808
22350	BOTTLED WATER	100	62	38
22430	OTHER OUTSIDE CONTRACTS	3,500	2,021	1,479
24130	MAINT & REPAIR:OFF EQUIPMENT	3,000	1,039	1,961
25330	COPY MACHINE RENTAL	4,400	2,727	1,673
25360	OTHER COMM EQUIP RENTAL	100	84	16
25511	PAYMENTS TO LESSOR	10,000	1,600	8,400
25910	OTHER RENTAL EXPENSES		440	-440
26028	GSA SERVICE TICKET	100		100
26032	GSA AFT.HOUR CHRGS	14,000	5,684	8,316
26050	GSA PRINTING & REP	1,500	3,351	-1,851
26051	GSA POSTAGE		171	-171
26052	GSA WAREHOUSE		550	-550
26062	FM LT EQ MILEAGE	7,000	2,498	4,502
26077	FM-POOL VEHICLE HOURS	3,000	2,024	976
26502	P&R PROJ. DIVISION		216	-216
26509	P&R PROJ. FRINGE C		146	-146
26510	P&R PROJ. LABOR CO		249	-249
26512	P&R PROJ. MATERIAL		145	-145
31010	TELEPHONE-REGULAR		8	-8
31011	TELEPHONE-LONG DIS	1,300		1,300
31018	OTHER COMMUNICATIONS	700		700
31110	PUBLICATIONS		5,121	-5,121
31210	TRAVEL EXPENSE-U.S	400	2,865	-2,465
31220	REGISTRATION FEES	600		600
31320	PARKING REIMBURSEM		372	-372
31402	NEWSPAPER ADVERTISEMENT	7,000	125	6,875
31420	SPONSORSHIPS/MARKETING		6,557	-6,557
31611	POSTAGE-REGULAR MAIL	500	74	426
33016	EMPLOYMENT PROCESS		150	-150
41016	GASOLINE-UNLEADED	100	39	61
47011	GSA CENTRAL SERVICES	4,400	6,774	-2,374
49310	CLOTHING AND UNIFORMS	1,000	1,206	-206

MIAMI-DADE ECONOMIC ADVOCACY TRUST

TEEN COURT PROGRAM

FISCAL MANAGEMENT REPORT FY 09/10

As of May 31, 2010

Subobject	Description	Budget	Actual	Balance
60220	TRANSPORTATION		2,000	-2,000
60240	OTHER TRANSPORTATION		2,850	-2,850
60620	GRANTS TO OTHERS	1,106,300		1,106,300
95021	COMPUTER EQUIPMENT		1,078	-1,078
99210	LIBRARY BOOKS,		7,500	-7,500
	EXPENDITURE TOTAL	**2,554,000**	**840,516**	**1,713,484**

INFORMATION ITEM II.F

HOUSING UNIT REPORT

MIAMI-DADE COUNTY

MIAMI DADE ECONOMIC ADVOCACY TRUST
MAY 2010
HOUSING OUTREACH & ADVOCACY REPORT

HOMEOWNERSHIP ASSISTANCE PROGRAM (HAP)

During the period from May 1, 2010 through May 31, 2010, eighteen (18) HAP applications were submitted totaling $1,912,124 in first mortgages and $312,202 in Miami Dade County and other (non-county) administered subsidy program mortgages.

During the period from May 1, 2010 through May 31, 2010, sixteen (16) families purchased homes utilizing a total of $86,300.00 in HAP mortgages. These loans generated $1,856,824.00 in first mortgages, $330,000.00 in Miami Dade County administered subsidy program mortgages and $101,750 in non-county funded subsidy program mortgages. The HAP program thereby increased Miami Dade County's property tax roll by an estimated $40,000.00 for May 2010 (see the May 2010 Production Report for statistical details).

HAP FUNDING & TRAINING SEMINARS

Funds are allocated based on a monthly cash position analysis. New lender file submissions are taken from the 15th through the end of every month. Funding and pipeline analysis are conducted during the first half of every month. For 2009-2010 fiscal year-to-date 64 files have been funded for a total of $382,643. There are currently 40 files in the processing pipeline totaling $276,406. Documentary Surtax revenue received for this fiscal year as of May 2010 totals $662,285.29. This amount represents seven (7) months allocation as of the county's April 2010 Surtax revenues from the state.

The most recent Certification Workshop was held on April 13, 2010 at the Joseph Caleb Center in Liberty City. The next scheduled workshop will be held on June 22nd, 2010. The training workshop is on the MDEAT HAP, general subsidy program criteria and borrower qualification criteria. The workshop also provides the opportunity for certification to participate in the HAP.

Workshops are generally held every 6-8 weeks. Individual mortgage originators must attend for certification to submit files for borrowers and title/ closing agents must be approved to close HAP files. Realtor and developer attendance is highly recommended, but not required at this time. Signed Partnership Agreements with individuals and their affiliated company are gathered with licensing information for participation monitoring and tracking purposes.

HOMEOWNERSHIP ASSISTANCE PROGRAM SPECIAL INITIATIVES

District 3 Teachers Initiative

- Nine (9) teachers have closed since inception utilizing $225,000 of the $400,000 reserved allocation (two have had a minor adjustment at closing to avoid cash back to a borrower. Four (4) files are currently in process at the

MDEAT office and two (2) are pending file submission to the MDEAT office. Only one (1) unreserved slot remains (See chart for details).

- A total of sixteen (16) teachers will be funded on a first-come, first-serve basis. The initiative provides $25,000 to current full-time teachers who teach at a Miami Dade County Public School located in Commission District 3.

The District 3 HAP Teacher Housing Opportunity Fair was held on April 24th at Booker T. Washington High School. Sponsorships covered the entire cost of the event and generated $525.00 as a net profit, which will be deposited into MDEAT's Trust Account. The event has generated interest from other Miami Dade County Commissioners. HAP Administrator, Eric Johnson and MDEAT Trust Board Housing Chairperson, Stephanye Johnson met with BCC Chairman, Dennis Moss's Chief of Staff and Marketing Coordinator, a meeting with Commissioner Rebeca Sosa on June 21st, staff has had initial conversations with Commissioner Sally Heyman regarding the Teachers Initiative or conducting similar outreach events in their commission districts.

HOMEOWNERSHIP EDUCATION & OUTREACH

- Presenter at the Miami Dade Affordable Housing Foundation (MDAHFI) First-Time Homebuyers Club (CAA Club) Workshop held at the CAA Office in Liberty City. The presentation topic was on MDEAT's HAP and MDEAT's role in usage with other subsidy program funds, and the mortgage process to approximately forty (40) attendees.
- Presenter at the "Lunch and Learn" Realtors meeting in Hollywood, Florida. The presentation topic was on MDEAT's HAP and other subsidy programs that are available in South Florida and the state of Florida for use in Miami Dade County. There were approximately eleven (11) attendees.
- Presenter at the Trinity Empowerment Consortium First-Time Homebuyer Education Seminar held at the Naranja Branch Miami Dade Public Library. The presentation topic was on MDEAT's HAP and MDEAT's role in usage with other subsidy program funds, and the mortgage process to approximately twenty-one (21) attendees.
- Presenter at the Housing Foundation of America First-Time Homebuyer Education Seminar held at the Universal Truth Center in Miami Gardens. The presentation topic was on MDEAT's HAP and MDEAT's role in usage with other subsidy program funds, and the mortgage process to approximately forty (40) attendees.

MIAMI DADE ECONOMIC ADVOCACY TRUST HOMEOWNERSHIP ASSISTANCE PROGRAM MAY 2010 PRODUCTION REPORT		MIAMI-DADE COUNTY
General Statistics	**May 2010**	**YTD May 2010**
Total Applicants	18	95
Total Purchase Price	$2,275,500.00	$11,361,223.00
Total amount in 1st Mortgages	$1,912,124.00	$10,997,850.00
Total Amt SURTAX & Other Subsidies	$312,202.00	$2,150,256.00
Total Loans	**16**	**64**
Total MMAP Funding	**$86,300.00**	**$382,643.00**
Total Purchase Price	$2,355,350.00	$9,392,818.00
Average Sales Price	$130,852.78	$98,871.77
Total amount in 1st Mortgages	$1,856,824.00	$7,835,152.00
Average 1st Mortgage	$103,156.89	$82,475.28
Total Amt SURTAX Funding	$330,000.00	$690,000.00
Other Loans	$101,750.00	$659,346.00
Estimated Increase to Tax Base	$40,000.00	160,000.00
Head of Household		
Female	9	33
Male	7	31
Total	**16**	**64**
Ethnicity		
Black	7	29
Hispanic	6	31
White	3	3
Other	0	1
Total	**16**	**64**
Median Income Level		
Very Low	4	7
Low	5	28
Median	4	12
Median Moderate	3	17
Total	**16**	**64**
Commission District		
District 1 - Barbara Jordan	4	20
District 2 - Dorin D. Rolle	4	8
District 3 - Audrey Edmonson	0	7
District 4 - Sally A. Heyman	0	2
District 5 - Bruno A. Barreiro	0	0
District 6 - Rebecca Sosa	2	2
District 7 - Carlos A. Gimenez	0	0
District 8 - Katy Sorenson	3	15
District 9 - Dennis C. Moss	3	6
District 10 - Javier D. Souto	0	1
District 11 - Joe A. Marinez	0	2
District 12 - Jose "Pepe" Diaz	0	1
District 13 - Natacha Seijas	0	0
Total	**16**	**64**

MMAP (MDEAT) HAP DISTRICT 3 TEACHER INITIATIVE

Initiative Recipient & Reservation List

as of June 8, 2010

APPLICANT(S) NAME & ADDRESS	DISTRICT 3 SCHOOL NAME	PURCHASING ADDRESS (IF APPLICABLE)	PURCHASE PRICE	BCC DISTRICT	REMARKS/ COMMENTS
Nora Janvier		910 NW 89 Street Miami, FL 33150	$244,000	2	**(42759) CLOSED 11/20/2007**
Myrlene Homy		21001 NW 14 Place, Unit #245 Miami, FL 33169	$215,198	1	**(42821) CLOSED 8/14/2008**
Carol D. Rahming		1610 NW 60 Street Miami, FL 33142	$215,000	2	**(42869) CLOSED 10/31/2008**
Milca Exantus		20805 NE 8 Court Miami, FL 33179	$57,000	1	**(42981) CLOSED 3/13/2009**
Jolayne Tulis		20444 NW 19 Avenue Miami Gardens, FL 33056	$140,000	1	**(43064) CLOSED 6/26/2009**
Agnes Harris Etibeng		20425 NW 15 Avenue, #b6 Miami, FL 33169	$119,900	1	**(43097) CLOSED 8/07/2009**
Jennifer Hawkes		3011 SW 26 Street Miami, FL 33133	$139,900	5	**(43099) CLOSED 8/28/2009**
Maria Raquel Rodriguez	Shadowlawn Elementary	79 NW 38 Street Miami, FL 33127	$225,000	3	**(43130) CLOSED 10/30/2009**
Lisa Harrison	Lenora B. Smith Elementary	3455 NW 195th Street, Miami Gardens, FL 33056	$141,000	1	**(43179) CLOSED 4/21/2010**
Luz M. Deluque	Shadowlawn Elementary	TBD	TBD	TBD	**#43217 - In-Process** Gibraltar Bank

APPLICANT(S) NAME & ADDRESS	DISTRICT 3 SCHOOL NAME	PURCHASING ADDRESS (IF APPLICABLE)	PURCHASE PRICE	BCC DISTRICT	REMARKS/ COMMENTS
Laura Gomez	Santa Clara Elementary	TBD	TBD	TBD	Prospect Mortgage
Tajera Jackson	Holmes Elementary	TBD	TBD	TBD	Adrianna Gomez
Henry Norton	Phyllis R. Miller Elementary	TBD	TBD	TBD	**#43222 - In-Process** Mortgage Experts
Telfort, Roseline	Miami Edison Middle	TBD	TBD	TBD	**#43226 In-Process** Mortgage Experts
Akera Lathan	Booker T. Washington High School	TBD	TBD	TBD	**#TBD - Submitted** Christensen Financial, Inc.

TOTAL INITIATIVE ALLOCATED FUNDS minus	**$400,000**
9 Closed Loans (actual total $221,280 *)	**$225,000**
TOTAL REMAINING INITIATIVE FUNDS	**$175,000**

RESERVED AND PENDING FUNDS	
4 Loan In-Process at MMAP Office	**$100,000**
2 Slots Temp. Reserved - Pending Submission	**$50,000**
0 Pending new contracts	

RESERVED & PENDING SUMMARY	
6 Files w/ Reserved Funds	**$150,000**
1 Remaining Unreserved Slots	**$25,000**
TOTAL REMAINING INITIATIVE FUNDS	**$175,000**

* One received only $22,000 and one received only $24,280 due to required adjustment at closing to avoid cash-back to borrower

INFORMATION ITEM II.G

TEEN COURT UNIT REPORT

Memorandum

MIAMI-DADE COUNTY

MIAMI-DADE ECONOMIC ADVOCACY TRUST

TEEN COURT REPORT

To: Miami-Dade Economic Advocacy Trust (MDEAT) Board

From: John E. Dixon, Executive Director

Date: June 9, 2010

Subject: Comprehensive Teen Court Report for May 2010

PURPOSE OF ITEM

The purpose of this item is to inform the Miami-Dade Economic Advocacy Trust (MDEAT) Board, of Miami-Dade County Teen Court (M-DCTC) performance and activities for the month of May.

BACKGROUND INFORMATION

Program Activities

May 4th, 11th, 14th, 17th, 18th, 26th, and 27th of 2010: Teen Court staff conducted *Victim's Awareness Panel Workshop*-an interactive workshop that sparks dialogue between participants, parents and/or guardians. Sixty-two (62) individuals comprised of both program participants and their parents discussed the value of forgiveness, restoration, and repair of lost trust as well as how various crimes committed impact the family and community.

May 10, 2010: M-DCTC held its 3rd Annual *"YOUTH SPEAKING OUT AGAINST VIOLENCE: Taking Actions for Change Conference"* at the Hilton Miami Airport Hotel. The conference advanced the program's ongoing mission of allowing youth to address FACE-TO-FACE rising issues of violence along with providing recommended solutions. Conference participants consisted of more than four hundred (400) individuals, to include Teen Court traditional volunteers, student volunteers associated with the School Based Referral Student Court initiative, and faculty from each participating school.

This year's conference morning address was provided by Kionne McGhee, Esq. Attorney McGhee emphasized that his hard work, hope, and determination to change his destiny revealed to him that his life experiences, taken together, were the ingredients for his success. Immediately following Attorney McGhee's presentation, youth attendees

were divided into groups of six (6), and engaged in brainstorming concerning ways to reduce youth-on-youth violence, from several fronts.

As an avenue to approach identifying recommended solutions to help reduce violence, special emphasis was geared towards sparking dialogue between youth and law enforcement. In support of this idea, police officers from various municipalities such as City of Miami, Miami-Dade County, City of Opa-Locka, and City of North Miami police departments, served as workshop facilitators, along with a number of county-wide youth service professionals. Areas of discussion included the following:

- How can youth violence be reduced in schools and communities?
- What are some of the ways to reduce bullying in schools?
- How will the curfew reduce violence?
- What are some of the ways to reduce negative texting?
- What are some of the ways to reduce insensitive behavior among peers?

Upon completion of group breakout sessions, conference attendees received a passionate presentation from Joseph B. Washington, conference keynote and luncheon speaker. Mr. Washington is known across America as a "Passion" speaker as he delivers dynamic messages of empowerment to audiences of all ages.

Distinguished guests attending this year's conference included the following:

- Robert Holland, Esq., Chairman of Miami-Dade Economic Advocacy Trust
- Reverend Charles Dinkins, Pastor of Hosanna Community Baptist Church and member of MDEAT Youth Action Committee (YAC)
- Captain Clora Atkins, of Miami-Dade County Corrections and Rehabilitation Department and member of MDEAT YAC
- Wayne Carter, Assistant Director of the Honorable Carlos Alvarez, Mayor of Miami-Dade County
- Commissioner Dorothy Johnson, Vice Mayor of City of Opa-Locka
- Richard P. Dunn II, City of Miami Commissioner, District 5, and Senior Pastor of Faith Community Baptist Church.

This year's conference was presided over by Wanda Finnie, Esq., Vice-Chair of MDEAT's YAC, and Special Projects Coordinator for Miami-Dade County Juvenile Services Department. Through the concerted effort of all Teen Court staff, along with further smooth coordination of all system components, this year's conference proved to be a successful endeavor.

May 11, 2010: Joseph Aleandre, Teen Court Juvenile Services Specialist, participated in a career fair provided by Carol City Elementary School. Mr. Aleandre's involvement in this event allowed for more than thirty (30) students, in grades 3 through 5 to gain awareness of reducing crime in their community and school as well as attendees were oriented regarding preparation required to obtain employment as a Juvenile Services Specialist for Teen Court's peer-sanctioning process. Participation in this effort helped advance agency community outreach goals.

May 12, 2010: In collaboration with Miami-Dade County Corrections and Rehabilitation, twenty-two (22) Teen Court youth were afforded an opportunity to attend a Jail Tour held at Turner Guilford Knight (TGK) Correctional Center. The Tour serves as a crime prevention and intervention tool, providing participants with an understanding of the consequences of engaging in negative actions.

May 21, 2010: Juan Aspajo, Teen Court Juvenile Services Specialist, participated in a career fair provided by Poinciana Park Elementary School. Mr. Aspajo's involvement in this event allowed for more than thirty (30) students, in grades 3 through 5 and their parents to learn the importance of crime prevention in their community and school as well as attendees were oriented regarding the criminal justice career field and Teen Court's peer-sanctioning process. Participation in this effort helped advance the agency's community outreach goals.

May 21, 2010: Joseph Aleandre, Teen Court Juvenile Services Specialist, participated in a career fair provided by Nathan B. Young Elementary School. Mr. Aleandre's involvement in this event allowed for more than thirty (30) students, in grades 3 through 5 learn the importance of crime prevention in their community and school as well as attendees were oriented regarding how to prepare for a career in the criminal justice field, specific to Teen Court's peer-sanctioning process. Participation in this effort helped advance the agency's community outreach goals.

May 21, 2010: Marisela Portela, Teen Court Juvenile Services Specialist, participated in a career fair provided by Everglades K-8 Center. Ms. Portela's involvement in this event allowed for more than one hundred (100) students, in grades K-8 to learn about the juvenile justice system, Teen Court's role within the established system as well as attendees were oriented regarding how to prepare for a career in the criminal justice field, specific to Teen Court's peer-sanctioning process. Participation in this effort helped advance the agency's community outreach goals.

May 26, 2010: Marisela Portela, Teen Court Juvenile Services Specialist, participated in a career fair provided by Mandarin Lakes K-8 Center. Ms. Portela's involvement in this event allowed for more than ninety (95) students, in grades K-8 to gain awareness of how the juvenile justice system works, and Teen Court's role within the established system as well as attendees were oriented regarding how to prepare for a career in the criminal justice field, specific to Teen Court's peer-sanctioning process. Participation in this effort helped advance agency community outreach goals.

Program Performance

Referrals: Teen Court received a combined total of forty-four (44) referrals from various juvenile justice agencies, to include the Juvenile Services Department (JSD), and Miami-Dade County State Attorney's Office on behalf of Broward County Teen Court (BCTC). M-DCTC assists BCTC with co-monitoring cases involving youth who have committed crimes in Miami-Dade County although residing in Broward County. Additionally, due to recent innovation of the School-Based Referral Student Court Initiative-a collaborative begun with Dade County Public Schools, referrals were also received from the local public school system, as an alternative method to addressing school discipline issues and suspension.

Community Service: Teen Court Students participated in community service totaling one thousand one hundred fifty-one (1,151) hours. This included six hundred ninety-four (694) performed by defendants, three hundred nineteen (319) generated by youth volunteers, and one hundred thirty-eight (138) community service hours were provided by adults from the community serving as jury monitors as well as legal professionals volunteering as judges, presiding over Teen Court hearings.

Marketing

Ongoing: MDEAT's Office of Public Information and Marketing Administrator collaborate with Teen Court staff in formulating media strategy. Through these efforts, the last issue of ***Teen Court Making a Difference in Teens' Lives Newsletter*** was ready for distribution as of November 2009, and showcased 3rd Quarter events. Featured highlights covered the following: (1) Teen Court's 2nd Annual Youth Speaking Out Against Violence Conference: Creating Solutions for Change; (2) Teen Court's appearance on WPLG-Channel 10 News; (3) Teen Court's partnering with Youth Violence Prevention Coalition of Opa-Locka, an innovation of Commissioner Dorothy Johnson; and (4) Student Court Training at South Dade Senior High School. Additionally, in the Volunteer Corner of this period's issue, Teen Court volunteers, Leonard Thompson of Miami Carol City Senior High School, and Omar Cancio, of Coral Gables Senior High School, were recognized for their contributions to Teen Court as well as for being Silver Knight recipients/awardees.

Additionally, the newsletter showcased program strengths and other news worthy information, affirming Teen Court as a viable youth diversion program, instrumental in developing today's teens for tomorrow's leadership. A Summer issue of the newsletter is in production.

Offender Information for MAY 2010

Referrals per fiscal year:

12/31/98 – 09/30/99	334	**Carried Over**	3,689
10/01/99 – 09/30/00	506	**10/01/09 – 10/31/09**	26
10/01/00 – 09/30/01	323	**11/01/09 – 11/30/09**	34
10/01/01 – 09/30/02	336	**12/01/09 – 12/31/09**	26
10/01/02 – 09/30/03	293	**01/01/10 – 01/31/10**	37
10/01/03 – 09/30/04	390	**02/01/10 – 02/28/10**	31
10/01/04 – 09/30/05	267	**03/01/10 – 03/31/10**	44
10/01/05 – 09/30/06	215	**04/01/10 – 04/30/10**	51
10/01/06 – 09/30/07	245	**05/01/10 – 05/31/10**	44
10/01/07 – 09/30/08	356		
10/01/08 – 90/30/09	424		
		Total Referrals	**3,982**

Monthly Sanctions for Referrals Completed (May 2010)

Anti-Theft Class Attendees 56
Curfew 0
Declined referrals 1
Educational Workshops
(Substance Abuse Attendees) 49
Essay Completed/Closed Cases 40
Ethics Workshops Attendees 42
Hours of Community Service/
Closed Cases 694

Jail Tour Attendees 22
Jury Duties Completed 342
Letter of Apology/Closed Cases 40
Peer Circle Attendees 0
Restitution
Victim Awareness Panel
Workshop Attendees 62
Verbal Apology to Parent 25

Offenses and Number of Charges:

Note: Some defendants have multiple charges

Battery (Simple) 3
Behavioral Problems 1
Breech of Peace 1
Criminal Mischief 1
Defiant 5
Disorderly Conduct 1
Evidence Destroying 1
Fighting 2
Grand Theft 1
Obstruction of Justice 1
Petit Theft 8
Physical Aggression 1
Possession of Drugs 2
Retail Theft 15
Resisting Without Violence 1
School Destruction 1
Suspension 1
Verbal Aggression 1
Other: constant tardiness
Run out of class and spit on student 1

Referral Sources:

Department of Juvenile Justice 1
Miami-Dade County
School Bases Referrals 5
Civil Citation Program 21
State Attorney Office 8
Prevention Incentive Program 8
Other Agencies 1

Age:

Eight: 0
Nine: 0
Ten: 0
Eleven: 2
Twelve: 6
Thirteen: 3
Fourteen: 6
Fifteen: 5
Sixteen: 14
Seventeen: 6
Eighteen: 2

Race:

African American 20
Caucasian 6
Hispanic 18
Other 0

Gender:

Female 17
Male 27

Commission Districts May 2010:

1	1	7	2	13	2
2	6	8	3	Broward	8
3	7	9	1		
4	5	10	1		
5	3	11	2		
6	2	12	1		

Commission Districts for Fiscal Year 10/01/09 – 05/31/10

1	56	7	46	13	5
2	95	8	27	Broward	133
3	84	9	47		
4	60	10	30		
5	40	11	32		
6	43	12	15		

PARTNERSHIP AGREEMENT

BETWEEN

MIAMI-DADE ECONOMIC ADVOCACY TRUST

AND

MIAMI-DADE CHAMBER OF COMMERCE

TO

PROVIDE BUSINESS EMPOWERMENT SEMINARS

CONTRACT NO. PRTNR 280410

SUPPORTING DOCUMENTS

MIAMI-DADE COUNTY MIAMI-DADE ECONOMIC ADVOCACY TRUST

MEMORANDUM OF APPROVAL

TO: MDEAT Trust Members

FROM: John Dixon, Executive Director

DATE: March 16, 2010

SUBJECT: *Miami Dade Economic Advocacy Trust/Miami Dade Chamber of Commerce Partnership*

PURPOSE OF ITEM

The purpose of this item is to request the Board's authorization to allow staff through the Economic Development Action Committee to coordinate and implement a collaborative initiative with the Miami Dade Chamber of Commerce. This initiative will serve as a Business Empowerment Network (BEN) program to train businesses and business professionals on how to write a business plan, develop a marketing plan and maintain generally, acceptable accounting records. Training classes will be developed for participants to attend as a follow-up to the BEN program. The classes will conducted by Chamber members that are professionals in the areas of marketing, accounting and legal issues.

BACKGROUND

Miami-Dade County has a very large urban market, serves as an international gateway, a tourist destination, and an engine for entrepreneurial activity. In spite of these benefits, Black businesses continue to be at a disadvantage compared to their counterparts. When it comes to expansion, retention, access to capital and in many cases prudent business practices, Black companies lag behind. This initiative is designed to provide a forum for businesses to receive information that will help them to improve their ability to grow, compete and create jobs.

FISCAL IMPACT TO AGENCY

The fiscal impact of this item is $25,000.00 from MDEAT General Fund – Economic Development dollars.

RECOMMENDATION

It is recommended that the Board of Trustees of the Miami-Dade Economic Advocacy Trust authorize staff to coordinate and implement this project.

MIAMI-DADE COUNTY
FINAL OFFICIAL MINUTES
Miami-Dade Economic Advocacy Trust

Office of the Miami-Dade Economic Advocacy Trust
19 West Flagler Street
Mezzanine Room 106
Miami, Florida 33128

March 17, 2010
As Advertised

Harvey Ruvin, Clerk
Board of County Commissioners

Diane Collins, Acting Division Chief
Clerk of the Board Division

Zorana Gainer, Commission Reporter
(305) 375-3570

OFFICIAL MINUTES
MIAMI-DADE ECONOMIC ADVOCACY TRUST
MEETING OF MARCH 17, 2010

The Miami-Dade Economic Advocacy Trust (MDEAT) convened in a meeting at the Office of MDEAT Board Room, 19 West Flagler Street, Mezzanine Room #106, on March 17, 2010, at 3:30 p.m., there being present: Chairman Robert Holland, Esq., and members Mr. Ron Butler, Ms. Stephanye Johnson, Ms. Barbara Montero, Reverend Walter T. Richardson, Ms. Tamika Robinson, Ms. Leigh Toney and Ms. Treska V. Rodgers (Vice Chairman Marc Douthit, Mr. Richard Kuper, Mr. Carlos Morales and Ms. Natasha K. Nalls were absent).

ROLL CALL
The following staff members were present: Executive Director John Dixon, Ms. Laverne Carlile, Ms. Maria de la Portilla, Mr. Jose Gonzalez, Ms. Pamela Green, Mr. Eric Johnson, Mr. Williams Simmons and Mr. Anthony Williams (Ms. Melba Gasque, Ms. Angela Vaughns and Mr. Joey Walker were absent).

DISCLOSURE OF CONFLICTS OF INTEREST
QUERY FOR EARLY DEPARTURES

Chairman Holland called the meeting to order at 3:44 p.m.

APPROVAL OF PREVIOUS MINUTES
It was moved by Mr. Ron Butler that the February 18, 2010 MDEAT minutes be approved as presented. This motion was seconded by Reverend Walter Richardson and upon being put to a vote, passed unanimously by those members present.

I. Board Action Items

A. NORTH DADE INITIATIVE

Mr. John Dixon, Director, MDEAT, noted the Economic Development Action Committee recently met to outline activities for Fiscal Year (FY) 2009-10. He described the North Dade Initiative, which would afford ten businesses an opportunity to receive a $5,000 grant award to use for professional and technological services, and/or to offset commercial insurance costs. He emphasized the need for small businesses, which lacked sufficient accounting systems, to upgrade their technology for increased development and growth. Mr. Dixon said the small business owners would go through a reviewing process after completing the grant application, which would be ranked on a point system; thereafter the awardees would receive a follow-up visit to ensure the funds were utilized properly.

Chairman Holland noted although the South Dade Initiative was successful he suggested offering low interest loans with delayed payments in an effort to assist more businesses. He also noted these funds would be recycled back into the agency to assist other small businesses. Chairman Holland noted the need to implement different programs from what was provided in the past in order to impact the community. He said he would like the North Dade Initiative to focus on a

business corridor in an effort to allow businesses to network. He said wherever the corridor was located, agencies should be able to leverage some assistance from the local municipality since this would help increase employment, the tax base and sales tax revenues within the community.

Mr. Ron Butler agreed with providing leveraging resources; however, he noted he disagreed with offering loans which would be costly and a time consuming process. He also pointed out that some small businesses had a difficult time providing documents and getting approved for loans.

Chairman Holland noted the loan requirements could be adjusted, limiting the amount of required documents needed from those business owners, than what would normally be needed to obtain a loan from a bank; however, they would need to provide collateral.

Ms. Barbara Montero noted MDEAT had limited resources and manpower. She said she would like to see more collaboration for community development.

Ms. Treska Rodgers noted she did not support the loan concept because she felt this was an opportunity for small mom and pop businesses that were not Chamber members or did not have many resources, technology or knowledge of business opportunities.

In response to Ms. Rodgers' inquiry regarding whether an analysis was conducted to determine if the $50,000 could be distributed to businesses in another way as opposed to issuing $5,000 grants to businesses, Mr. Dixon, noted no analysis had been conducted.

Ms. Barbara Montero noted the advantage to issuing grants was that the success stories could be used on a public relations level. She suggested showing the difference in a business before and after receiving the grant could generate good publicity.

Ms. Stephanye Johnson concurred with Chairman Holland's comments regarding the need for MDEAT to stand apart from other agencies by providing different programs. She noted this grant program was similar to the current Mom and Pop grants program.

Chairman Holland noted that establishing an entire business corridor in conjunction with a municipality would differentiate MDEAT from other programs. Chairman Holland also noted he wanted the community to understand that MDEAT currently had less funding and economic development was the main priority. He further noted offering innovative programs could provide an opportunity to use this as leverage for additional projects.

It was moved by Mr. Ron Butler that the MDEAT Board of Trustees approve the foregoing Memorandum of Approval (MOA) authorizing staff to coordinate and implement the North Dade Initiative Project. This motion was seconded by Ms. Treska Rodgers and upon being put to a vote, passed unanimously by those members present (Vice Chairman Marc Douthit, and members Mr. Richard Kuper, Mr. Carlos Morales and Ms. Natasha K. Nalls were absent).

B. MIAMI DADE CHAMBER OF COMMERCE

Mr. Dixon explained the intent of the foregoing item was to allow MDEAT staff, through the Economic Development Action Committee, to coordinate and implement a collaborative initiative with the Miami Dade Chamber of Commerce. This initiative would serve as a Business Empowerment Network (BEN) Program, training business professionals to write a business plan, develop a marketing plan and maintain acceptable accounting records.

Mr. Bill Diggs, President, Miami-Dade Chamber of Commerce, gave a brief overview of the functions of the Miami-Dade Chamber of Commerce. He noted the Chamber of Commerce dealt with issues that affected Black-owned businesses. Mr. Diggs also noted the history of the Chamber of Commerce forging partnerships with community businesses. Mr. Diggs further noted, once the Chamber of Commerce collaborated with MDEAT, it would become a branding partner. He expressed his hopes that this partnership would allow the Chamber of Commerce to execute its program better and to replicate the program community wide.

It was moved by Reverend Walter Richardson that the MDEAT Board of Trustees approve the foregoing Memorandum of Approval (MOA) authorizing staff to coordinate and implement a collaborative partnership with the Miami-Dade Chamber of Commerce. This motion was seconded by Mr. Ron Butler and upon being put to a vote, passed unanimously by those members present (Member Ms. Leigh Toney recused herself from voting due to a conflict of interest; Vice Chairman Marc Douthit, Mr. Richard Kuper, Mr. Carlos Morales and Ms. Natasha K. Nalls were absent).

C. REQUEST FOR PROPOSAL (RFP) ADVERTISING

Mr. Dixon noted he met with a representative from the Department of Procurement Management regarding developing a Request For Proposal (RFP) for a demographics disparity study. He also noted the MDEAT staff was requesting approval of an advertisement expenditure not-to-exceed $8,000 to advertise the RFP in major publications.

It was moved by Ms. Stephanye Johnson that the MDEAT Board of Trustees approve the foregoing Memorandum of Approval (MOA) authorizing staff to expend an amount not to exceed $8,000, from the MDEAT Economic Development Budget, to advertise an RFP for the services of a demographics-disparity study collaborator/partner. This motion was seconded by Reverend Walter Richardson and upon being put to a vote, passed unanimously by those members present. (Vice Chairman Marc Douthit, Mr. Richard Kuper, Ms. Leigh Toney, Mr. Carlos Morales and Ms. Natasha K. Nalls were absent).

D. CENSUS CAMPAIGN

Mr. Dixon noted he met with City of Miami Gardens' Mayor Shirley Gibson who was Co-Chair of Miami-Dade's Census Outreach Campaign and Ms. Perla Hantman. He indicated this meeting provided an opportunity for MDEAT to be an active participant in the Census efforts. Mr. Dixon said it was difficult for the Census Bureau to identify and count Miami-Dade County's Black community, specifically the Haitian community and the Caribbean community during the Census Campaign; which left the Black community undercounted by 45 percent during the last Census Campaign. He suggested asking notable Haitian and Caribbean personalities to do segments on

local radio stations to educate communities about the importance of being counted during the Census.

In response to Ms. Rodger's inquiry as to whether any door to door communications were conducted within these communities to help complete the Census forms, Mr. Dixon noted no door to door communication was conducted; however, he had considered mailing flyers, but determined this was too costly.

Mr. Holland pointed out that MDEAT was not in a position to take on the whole Census issue, but this was a unique opportunity to assist the community and provide an accurate count. Mr. Holland suggested requesting local artists to assist in this effort by making public service advertisements.

In response to Ms. Rodgers' suggestion that MDEAT contract with an employment agency to hire people to go door to door in those communities to help residents complete the Census forms, Mr. Holland pointed out that MDEAT was only allocated $2,500 from the General Funds towards the Census Campaign, which would not cover that cost. He noted that MDEAT would coordinate with the Census Campaign to present ideas that would target residents in predominantly Black communities because the Census Campaign group had funding resources.

Ms. Stephanye Johnson noted that her sorority conducted door to door assistance with completing Census forms in the community. She also noted people welcomed their assistance; however, she expressed concern that the form she received was printed in only English and Spanish, leaving the Haitian community out, which largely spoke Creole.

Chairman Holland asked if the MDEAT staff wanted to amend their memorandum of approval and come back with a plan on how to best utilize the funds in conjunction with the Census Campaign organization.

Ms. Stephanye Johnson suggested putting the $2,500 allocation towards targeting the Haitian community, which would be severely undercounted.

Ms. Treska Rodgers spoke in favor of putting the funds toward radio advertisements targeting the Haitian community.

It was moved by Ms. Stephanye Johnson that the MDEAT Board of Trustees approve the foregoing Memorandum of Approval (MOA) as amended to authorize staff to coordinate and implement a Census Campaign to target the Haitian community using local Haitian/Island media outlets. This motion was seconded by Ms. Barbara Montero and upon being put to a vote, passed unanimously by those members present (Vice Chairman Marc Douthit, and Mr. Richard Kuper, Mr. Carlos Morales and Ms. Natasha K. Nalls were absent).

E. SCHOOL BOARD AGREEMENT

Mr. Dixon explained that the intent of this Memorandum of Approval (MOA) was to request that MDEAT staff be authorized to negotiate a service agreement with Miami-Dade County Public

Schools (MDCPS) to establish a Student Court Program in local high schools in an effort to reduce the number of students placed in detention or outdoor suspensions. He noted that Teen Court administrators suggested offering stipends to program coordinators as an incentive, in addition to providing tutoring programs at the schools for Teen Court/Student Court participants.

In response to Ms. Toney's inquiry regarding how many schools were involved, Mr. Dixon noted MDEAT approached 13 schools, but only five were interested. He further stated that he wanted to target between one and six schools to set up pilot programs; and if the pilot programs flourished, the program would be expanded to more schools.

Responding to Ms. Robinson's inquiry of the schools that particpated in the program, Mr. Dixon noted Miami Norland, Carol City, South Dade, Booker T. Washington and Miami Northwestern Senior High Schools showed interest in participating in the Student Court program.

Mr. Anthony Williams noted that MDEAT could decide on the particular details regarding stipends following the County Commission's and the MDCPS Board's approval of this recommendation.

It was moved by Reverend Walter Richardson that the MDEAT Board of Trustees approve the foregoing Memorandum of Approval (MOA) to allow staff to negotiate an agreement with the Miami-Dade County Public Schools and to establish a Student Court Program in senior high schools in an amount not to exceed $200,000 from the Teen Court Budget. This motion was seconded by Ms. Treska Rodgers and upon being put to a vote, passed unanimously by those members present (Vice Chairman Marc Douthit, Mr. Richard Kuper, Mr. Carlos Morales and Ms. Natasha K. Nalls were absent).

II. INFORMATION ITEMS

A. ECONOMIC DEVELOPMENT ACTION COMMITTEE REPORT

Ms. Dixon noted the Economic Development Action Committee's (EDAC) Chairman Ron Butler requested that the community be invited to attend the EDAC meetings held throughout Miami-Dade County. Mr. Dixon also noted that a budget was created during the last EDAC meeting, which totaled $137,000, for the following activities related to Economic Development:

- $50,000 grant for the North Dade Initiative,
- $30,000 for the RFP for a disparity study,
- $20,000 towards scholarships and or technical assistance,
- $25,000 for the Miami-Dade Chamber of Commerce and
- $12,000 surplus

With regards to the $20,000 allocated towards business scholarships, this would be provided to businesses for attendance to professional workshops or meetings, Mr. Dixon noted. He also noted that staff would coordinate with agencies to identify two or three businesses in need of scholarships to attend events.

Ms. Barbara Montero gave a brief report regarding Wi-Fi set up. She noted that she was able to contact a consultant who identified four (4) businesses that would set up Wi-Fi hot spots.

B. HOUSING ACTION COMMITTEE REPORT

Mr. Eric Johnson gave a brief report regarding the Housing Action Committee. He noted that the following subcommittee meetings were rescheduled and needed to meet before a public meeting was held:

- The Resource Committee,
- The Education Committee and Prequalification Committee and
- The Public Relations (PR) and Outreach Committee

C. YOUTH ACTION COMMITTEE REPORT

Mr. Anthony Williams gave a brief report regarding the Youth Action Committee (YAC). He noted the YAC would be distributing information regarding the Teen Court Program from April 3-11, 2010, in addition to answering inquires regarding Teen Court, at the Miami-Dade County Fair. Mr. Williams noted the members of the YAC participated in the Miami Gardens Census Initiative.

D. MIAMI-DADE TV APPEARANCE

E. STRATEGIC PLAN UPDATE

Following his request to Ms. Donna Ginn, Manager, Crossroad Consulting Group, to provide an update on the progress of the strategic plan, Chairman Holland noted that upon reviewing the plan, MDEAT staff made additional recommendations to the plan regarding goals, measures and strategies.

Ms. Ginn noted the strategic plan was a work in progress, and changes were made in addition to the completion of youth development area. She also noted that within the plan, only goals and strategies were modified. Ms. Ginn further noted she needed to meet with each Trust member to receive their input. Ms. Ginn pointed out that providing Wi-Fi did not appear to be a goal that would directly contribute to furthering economic development. She proposed adding expansion of technology, rather than expanding access to Wi-Fi, for further economic development because African American communities had limited access to technology.

With regard to MDEAT partnering with the Census Campaign, Ms. Ginn noted the issue of measuring how this translated into an economic advantage for the community, and recommended this initiative be listed as a strategic goal for the organization rather than a strategic goal for economic development. Ms. Ginn noted the plan did not have information regarding the growth and status of the organization. She pointed out that the plan that was created required an enormous amount of hands on work, and she questioned the capacity of the organization to carry out that plan. Ms. Ginn said she reviewed the goals and the context of how advocacy was

defined, and the Trust members needed to decide how sufficient it would be for a goal to meet one, two or all points under advocacy. She reminded the Trust members that the points were:

- Spotlighting an opportunity issue or problem,
- Becoming educated about an opportunity issue or a problem,
- Engaging stakeholders,
- Generating buy in and implementation, and
- Monitoring and evaluating outcome

Ms. Ginn said these points were used to frame the notion of advocacy for the organization, and reiterated that the Trust needed to decide whether the goals would meet some or all five points. She noted defining roles and responsibilities would be the next step once the detail work of the plan was complete. Ms. Ginn also noted she expected this to be complete by the next Trust meeting. She noted it was her goal to assist MDEAT in producing a quality strategic plan to submit to the County.

In response to Mr. Ron Butler's inquiry regarding clarification about Mrs. Ginn's request to meet with MDEAT members, Ms. Ginn replied that she could meet with the committee chairpersons and members before the next Board meeting.

Mr. Butler requested that the Economic Development Committee be included in those meetings because some of the ideas came from that committee.

F. FISCAL REPORT
G. HOUSING UNIT REPORT
H. TEEN COURT UNIT REPORT

Mr. Dixon reported that information regarding the Teen Court Program was submitted to the City of Miami Gardens in an effort to market the program's activities. He noted Teen Court was featured on the Telemundo Hispanic television network. Mr. Dixon also noted that Reverend Walter Richardson was interviewed on Miami-Dade Television broadcast to discuss MDEAT. He pointed out that many television stations were owned by municipalities and staff would research and coordinate interviews and activities with those municipalities as a branding effort.

In closing Chairman Holland reminded the committee chairpersons to encourage their members to read the strategic plan that related to their particular area. He noted the strategic plan could be amended. Chairman Holland said, as an advocacy group, Trust members should reach out and bring in partners with similar goals in order to make a major impact.

Mr. Dixon reported that MDEAT partnered with Commissioner Edmonson (District 3) to provide $25,000 as down payment assistance to Miami Dade County Public School (MDCPS) teachers to purchase a home within District 3. Teachers who received this down payment assistance were required to teach in District 3 for five years and to live in the home for ten years. Mr. Dixon said District 3 was chosen because it was identified as having the lowest performing schools in Miami-Dade County as well as the highest turnover rate of teachers. He noted there were seven slots left in this program.

ADJOURNMENT

There being no further business to come before the Trust, the meeting adjourned at 5:08 p.m.

Mr. Robert Holland Esq., Chairman
Miami-Dade Economic Advocacy Trust

MIAMI-DADE ECONOMIC ADVOCACY TRUST - BOARD OF TRUSTEES
MOTION AND APPROVAL BALLOT

SUBJECT: **Agenda Item:** 1-C. Motion to approve the Memorandum of Approval (MOA) authorizing staff to expend an amount not-to-exceed $8,000, from the MDEAT Economic Development Budget, to advertise a Request For Approval (RFP) for the services of a demographics-disparity study collaborator/partner.

Motion made by: Ms. Stephanye Johnson
Seconded by: Reverend Walter T. Richardson

	MEMBERS	YES	NO	ABSENT
	Butler, Ron	X		
	Chiverton, David S.			X
	Douthit, Marc, Esq.			X
	Reverend Dunn II, Richard P.			X
	Holland, Robert, Esq.	X		
	Johnson, Stephanye	X		
	Kuper, Richard			X
	Montero, Barbara B.	X		
	Morales, Carlos E.			X
	Nalls, Natasha K.			X
	Reverend Richardson, Walter T.	X		
	Robinson, Tamika R.	X		
	Rodgers, Treska V.	X		
	Toney, H. Leigh	X		
	TOTALS	8	0	6

X APPROVED _____ NOT APPROVED

Robert W. Holland
Miami-Dade Economic Advocacy Trust
Chairperson

3/17/2010
Date

MIAMI-DADE ECONOMIC ADVOCACY TRUST - BOARD OF TRUSTEES
MOTION AND APPROVAL BALLOT

SUBJECT: Agenda Item: 1-E. Motion to approve the Memorandum of Approval (MOA) requesting an allocation expenditure in the amount not-to-exceed $200,000 from the Teen Court Budget to allow staff to negotiate an agreement with the Miami-Dade County Public Schools and to establish a Student Court Program in senior high schools..

Motion made by: Reverened Walter Richardson
Seconded by: Ms. Treska Rodgers

	MEMBERS	YES	NO	ABSENT
	Butler, Ron	X		
	Chiverton, David S.			X
	Douthit, Marc, Esq.			X
	Reverend Dunn II, Richard P.			X
	Holland, Robert, Esq.	X		
	Johnson, Stephanye	X		
	Kuper, Richard			X
	Montero, Barbara B.	X		
	Morales, Carlos E.			X
	Nalls, Natasha K.			X
	Reverend Richardson, Walter T.	X		
	Robinson, Tamika R.	X		
	Rodgers, Treska V.	X		
	Toney, H. Leigh	X		
	TOTALS	8	0	6

X APPROVED _____ NOT APPROVED

Robert W. Holland

Miami-Dade Economic Advocacy Trust Chairperson

3/17/2010
Date

STATE OF FLORIDA)
)SS:
COUNTY OF MIAMI-DADE)

I, HARVEY RUVIN, Clerk of the Circuit Court in and for Miami-Dade County, Florida, and Ex-Officio Clerk of the Board of County Commissioners of said County, DO HEREBY CERTIFY that the foregoing is a true and correct copy of the motions and votes tallied at the Miami-Dade Economic Advocacy Trust Board of Trustee's meeting of March 17, 2010, pertaining to agenda items: 1-C and 1-E; and Approval of February 18, 2010 MDEAT minutes.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on this 20th day of April, A.D. 2010.

HARVEY RUVIN, Clerk
Board of County Commissioners
Miami-Dade County, Florida

By Zorava Gaines
Deputy Clerk

COUNTY COMMISSIONERS DADE COUNTY SEAL FLORIDA

Board of County Commissioners
Miami-Dade County, Florida

BOARD OF DIRECTORS
OFFICERS

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Beecher Jackson
Chairman

VALERIE CRAWFORD
Crawford Enterprises
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Greater Miami Convention & Visitors Bureau
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Parliamentarian

RICARDO FORBES
Baptist Health South Florida
Chairman Elect

BILL DIGGS
Miami-Dade Chamber of Commerce
President & CEO

MEMBERS

JESSE BROOKS
J.L. Brooks & Associates

MEG GARZA
Calder Casino and Race Course

MARC HENDERSON
Miami-Dade Aviation Department

GORDON ERIC KNOWLES
Sun Life Stadium

ROBERT PERKINS
Burger King Corporation

DR. DONNA E. SHALALA
University of Miami

JEAN ST. LOT-GERVAIS
Le Flambeau Foundation

H. LEIGH TONEY
Miami-Dade College

IMMEDIATE PAST CHAIRPERSON

GORDON ERIC KNOWLES
Sun Life Stadium

MIAMI-DADE
CHAMBER OF COMMERCE

BOARD OF DIRECTORS RESOLUTION

WHEREAS, the Board of Directors of the Miami-Dade Chamber of Commerce has accepted to enter into contract for $25,000.00 with Miami-Dade Economic Advocacy Trust (MDEAT) and duly adopted at the Board of Directors Meeting on April 13, 2010.

THEREFORE, it is hereby resolved as follows:

RESOLVED, that the President and CEO of the Miami-Dade Chamber of Commerce is empowered and authorized to execute the agreement between Miami-Dade County and Miami-Dade Chamber of Commerce for services related to economic development of the Black Business Community and Chamber members.

FURTHER RESOLVED, that the President and CEO of the Miami-Dade Chamber of Commerce is authorized to execute and sign all documents related to said agreement.

IN WITNESS WHEREOF, the undersigned has affixed his signature this 13th day of April 2010.

Fred Jackson
Chairman
Board of Directors
Miami-Dade Chamber of Commerce

PARTNERSHIP AGREEMENT

BETWEEN

MIAMI-DADE ECONOMIC ADVOCACY TRUST

AND

MIAMI-DADE CHAMBER OF COMMERCE

TO

PROVIDE BUSINESS EMPOWERMENT SEMINARS

CONTRACT NO. PRTNR 280410

MIAMI-DADE COUNTY

MIAMI-DADE ECONOMIC ADVOCACY TRUST

Contract No. PRTNR 280410

PARTNERSHIP AGREEMENT
BETWEEN
MIAMI-DADE CHAMBER OF COMMERCE
AND
MIAMI-DADE ECONOMIC ADVOCACY TRUST

This Agreement, made this 28 day of May 2010 by and between Miami-Dade County (County) acting through **MIAMI-DADE ECONOMIC ADVOCACY TRUST (MDEAT)**, an agent and instrumentality of Miami–Dade County, (hereinafter referred to as the County or the "Trust") located at **19 West Flagler Street, Suite M-106, Miami, Florida 33130**, and **Miami-Dade Chamber of Commerce,** having offices at **11380 NW 27th Avenue, Room 1328, Miami, Florida 33167** (hereinafter referred to as "PARTNER") states conditions and covenants for the Joint provision of Business Empowerment Seminars to the Miami-Dade County Business community (hereinafter referred to as "Services") to the Trust.

WHEREAS, the Home Rule Charter authorizes Miami-Dade County to provide for the uniform health and welfare of the residents throughout Miami-Dade; and

WHEREAS, the PARTNER provides services of value to the Trust and has demonstrated an ability to provide these services; and

WHEREAS, the Trust has appropriated funds to the PARTNER for the proposed services; and

WHEREAS, MDEAT requires the services provided by the PARTNER to provide business seminars;

NOW, THEREFORE, in consideration of the mutual covenants recorded herein, the parties hereto agree as follows:

I. PARTNERSHIP RESPONSIBILITIES

The PARTNER shall provide the planned or proposed services described in the Scope of Services, which is attached hereto as Attachment A and incorporated by reference herein. MDEAT reserves the right to adjust the proposed Scope of Service(s)..

II. BUDGET SUMMARY.

The PARTNER agrees that all expenditures or costs shall be made with the advice and consent of the Partners. MDCC shall be responsible for producing an accounting of the expenditures related to MDEAT's portion of the funding of the events. The PARTNER shall provide the planned or proposed services described in Attachment A and the PARTNER's Budget, which attached hereto as Attachment B and incorporated by reference. MDEAT reserves the right to adjust the proposed budget to conform to established County requirements and limitations.

III. **EFFECTIVE TERM**. Both parties agree that the effective term of this Agreement shall commence on the date by which both parties have fully executed this agreement

("Commencement Date"). This agreement shall terminate one hundred and eighty days from the commencement date.

IV. **AMOUNT PAYABLE**. Subject to available funds, the maximum amount payable for services rendered under this Agreement shall not exceed twenty five thousand dollars ($25,000.00). Both parties agree that should available Trust funding be reduced, the amount payable under this Agreement may be proportionately reduced at the option of the Trust.

V. **INDEMNIFICATION BY PARTNER**. The PARTNER shall indemnify and hold harmless the County, including MDEAT, and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' 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 PARTNER or its employees, agents, servants, partners principals or subcontractors. PARTNER shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. PARTNER expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by PARTNER shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

VI. INSURANCE

A. Minimum Insurance Requirements: Certificates of Insurance. The PARTNER shall furnish to the Trust, Miami-Dade County, Certificate (s) of Insurance indicating that insurance coverage has been obtained which meets the requirements as outlined below:

1. Worker's Compensation Insurance for all employees of the PARTNER as required by Florida Statute 440.

2. Public Liability Insurance on a comprehensive basis in an amount not less than $300,000 combined single limit per occurrence for bodily injury and property damage. Trust/Miami-Dade County must be shown as an additional insured with respect to this coverage.

3. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than $300,000 combined single limit per occurrence for bodily injury and property damage. In the event the PARTNER uses a van(s) or mini-van(s) with seating capacities of fifteen (15) passengers or more, the limit of liability required for Automobile Liability Insurance is $500,000.

4. Professional Liability Insurance, when applicable, in the name of the PARTNER in an amount not less than $300,000.

B. **Classifications and Ratings**. The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the services or operations described in the Scope of services (Attachment A). All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

VII. **PROOF OF LICENSURE AND CERTIFICATION**. If the PARTNER is required by the State of Florida or Miami-Dade County to be licensed or certified to provide the services or operate the facilities outlined in the Scope of Services (Attachment A), the PARTNER shall furnish a copy of all required current licenses or certificates. Examples of services or operations requiring such licensure or certification include but are not limited to child care, day care, nursing homes, boarding homes.

If the PARTNER fails to furnish the Trust with the licenses or certificates required under this Section, the Trust shall not disburse any funds until it is provided with such licenses or certificates. Failure to provide the licenses or certificates within sixty (60) days of execution of this Agreement may result in termination of this Agreement.

VIII. **Conflict of Interest**. The PARTNER agrees to abide by and be governed by Miami-Dade County Ordinance No. 72-82 (Conflict of Interest Ordinance codified at Section 2-11.1 et al. of the Code of Miami-Dade County), as amended, which is incorporated herein by reference as if fully set forth herein, in connection with its contract obligations hereunder.

IX. **Civil Rights**. The PARTNER agrees to abide by Chapter 11A, Article IV of the Code of Miami-Dade County ("County Code"), as amended, which prohibits discrimination in employment; Title VII of the Civil Rights Act of 1968, as amended, which prohibits discrimination in employment and public accommodation; the Age Discrimination Act of 1975, 42 U.S.C., as amended, which prohibits discrimination in employment because of age; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794 as amended, which prohibits discrimination on the basis of disability; and the Americans with disabilities Act, 42 U.S.C. z 12103 et seq., which prohibits discrimination in employment and accommodation because of disability.

The PARTNER also agrees to comply with the Domestic Violence Leave codified as 11A-60 et seq. of the Miami-Dade County Code, which requires an employer, who in the regular

course of business has fifty (50) or more employees working in Metro-Dade County for each working day during each of twenty or more calendar work weeks to provide domestic violence leave to its employees. Failure to comply with this local law may be grounds for voiding or terminating this Agreement or for commencement of debarment proceedings against the PARTNER.

It is expressly understood that upon receipt of evidence of discrimination under any of these laws, the County shall have the right to terminate this Agreement. It is further understood that the PARTNER must submit an affidavit attesting that it is not in violation of the Americans with Disability Act, the Rehabilitation Act, the Feral Transit Act, 49 U.S.C. a 1612, and the Fair Housing Act, 42 U.S.C. a 3601 et seq. If the PARTNER or any owner, subsidiary, or other firm affiliated with or related to the PARTNER, is found by the responsible enforcement agency, the Courts or the Trust to be in violation of these Acts, the Trust will conduct no further business with the PARTNER. Any contract entered into based upon a false affidavit shall be voidable by the Trust. If the PARTNER violates any of the Acts during the term of any contract the PARTNER has with the Trust, such contract shall be voidable by the Trust/County, even if the PARTNER was not in violation at the time it submitted its affidavit.

X. **Notices**. It is understood and agreed between the parties that written notice addressed to the Trust and mailed or delivered to the address appearing on page one (1) of the Agreement and written notice addressed to the PARTNER and mailed or delivered to the address appearing on page one (1) of this Agreement shall constitute sufficient notice to either party.

XI. **Autonomy**. Both parties agree that this Agreement recognizes the autonomy of and stipulates or implies no affiliation between the contracting parties. It is expressly understood and intended that the PARTNER is only a recipient of funding support and is not an agent or instrumentality of the County or MDEAT. Furthermore, the PARTNER's agents and employees are not agents or employees of the County or MDEAT.

XII. Breach of Agreement: County Remedies.

a. Breach: A breach by the PARTNER shall have occurred under this Agreement if: (1) the PARTNER fails to provide the services outlined in the Scope of Services (Attachment A) within the effective term of this Agreement; (2) the PARTNER ineffectively or improperly uses the County funds allocated under this Agreement; (3) the PARTNER does not furnish the Certificates of Insurance required by this Agreement or as determined by the County's Risk Management Division; (4) the PARTNER does not furnish proof of licensure and certification required by this Agreement; (5) the PARTNER fails to submit, or submits incorrect or incomplete, proof of expenditures to support disbursement requests or advance funding disbursements or fails to submit or submits incomplete or incorrect detailed reports of expenditures or final expenditure reports; (6) the PARTNER does not submit or submits incomplete or incorrect required reports; (7) the PARTNER refuses to allow the

Trust/County access to records or refuses to allow the Trust/County to monitor, evaluate and review the PARTNER's program; (8) the PARTNER discriminates under any of the laws outlined in Section VII of this Agreement; (9) the PARTNER falsifies or violates the provisions of the Drug Free Workplace Affidavit (Attachment C); (10) the PARTNER, attempts to meet its obligations under this Agreement through fraud, misrepresentation or material misstatement; (11) the PARTNER fails to correct deficiencies found during a monitoring, evaluation or review within the specified time; (12) the PARTNER fails or refuses to return all items of capital improvement in the same condition as received at the beginning of the Agreement except ordinary wear and tear; or (13) the PARTNER fails to fulfill in a timely and proper manner any and all of its obligations, covenants, agreements and stipulations in this Agreement. Waiver of breach of any provisions of this contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

b. County Remedies. If the PARTNER breaches this Agreement, the Trust/County may pursue any or all of the following remedies:

1. The Trust may terminate this Agreement by giving written notice to the PARTNER of such termination and specifying the effective date thereof at least five (5) days before the effective date of termination. In the event of termination, the County may: (a) request the return of all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports prepared, and capital equipment secured by the PARTNER with County funds under this Agreement; (b) seek reimbursement of County funds allocated to the PARTNER under this Agreement; (c) terminate or cancel any other contracts entered into between the County and the PARTNER. The PARTNER shall be responsible for all direct and indirect costs associated with such termination, including attorney's fees;

2. The Trust may suspend payment in whole or in part under this Agreement by providing written notice to the PARTNER of such suspension and specifying the effective date thereof, at least five (5) days before the effective date of suspension. If payments are suspended, the Trust shall specify in writing the actions that must be taken by the PARTNER as condition precedent to resumption of payments and shall specify a reasonable date for compliance. The Trust/County may also suspend any payments in whole or in part under any other contracts entered into between the County and the PARTNER. The PARTNER shall be responsible for all direct and indirect costs associated with such suspension, including attorney's fees;

3. The Trust/County may seek enforcement of this Agreement including but not limited to filing an action with a court of appropriate jurisdiction. The PARTNER shall be responsible for all direct and indirect costs associated with such enforcement, including attorney's fees;

4. The Trust/County may debar the PARTNER from future County contracting;

5. If, for any reason, the PARTNER should attempt to meet its obligations under this Agreement through fraud, misrepresentation or material misstatement, the Trust/County shall, when ever practicable terminate this Agreement by giving written notice to the PARTNER of such termination and specifying the effective date thereof at least five (5) days before the effective date of such termination. The County may terminate or cancel any other contracts which such individual or entity has with the County. Such individual or entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees. Any individual or entity who attempts to meet its contractual obligations with the trust through fraud, misrepresentation or material misstatement may be debarred from county contracting for up to five (5) years;

6. Any other remedy available at law or equity.

The President/CEO is authorized to terminate this Agreement on behalf of the Trust.

C. Damages Sustained. Notwithstanding the above, the PARTNER shall not be relieved of liability to the Trust for damages sustained by the Trust/County by virtue of any breach of the Agreement, and the Trust may withhold any payments to the PARTNER until such time as the exact amount of damages due the Trust/County is determined. The County may also pursue any remedies available at law or equity to compensate for any damages sustained by the breach. The PARTNER shall be responsible for all direct and indirect costs associated with such action, including attorney's fees.

XIII. **Termination By Either Party**. Both parties agree that either party may terminate this Agreement hereto by written notice to the other party of such intent to terminate at least sixty (60) days prior to the effective date of such termination. The President/CEO is authorized to terminate this Agreement on the behalf of the Trust.

XIV. **PAYMENT PROCEDURES**. The Trust agrees to pay the PARTNER for services rendered under this Agreement based on the payment schedule. Payment shall be made in accordance with procedures outlined below.

A. **METHOD AND TIMES OF PAYMENTS:** The parties agree that the PARTNER shall be paid twenty five thousand no/100 dollars ($25,000.00) upon the execution of this Agreement. The PARTNER will submit an invoice for payment.

The PARTNER shall submit to the County invoices and associated back-up documentation, when due, in duplicate as follows:

Attention:
Mr. Jose Gonzalez, Accountant II

Miami-Dade Economic Advocacy Trust (MDEAT)
19 west Flagler Street, Suite M-106
Miami, Florida 33130
Phone: (305) 579-3618 Ext. 228
Fax: (305) 579-3699

The County may at any time designate a different address and/or contact person by giving written notice to the other party.

C. **No Payment of Subcontractors.** In no event shall County funds be advanced directly to any subcontractor hereunder.

D. **Processing the Request for Payment.** After the Department reviews and approves the payment request, the Department will submit a check request to the County's Finance Department. The County's Finance Department will issue and mail the check directly to the PARTNER at the address listed on page one (1) of this Agreement, unless otherwise directed by the PARTNER in writing. The parties agree that the processing of a payment request from date of submission shall take a minimum of thirty-30-days. It is the responsibility of the PARTNER to maintain sufficient financial resources to meet the expenses incurred during the period between the provision of services and payment by the County.

E. **Final Report / Recapture of Funds.** Upon the expiration or termination of this Agreement, the PARTNER shall submit a final report to the Trust no more than thirty-30-days after the expiration or termination of this Agreement.

If after receipt of such final report, the Trust determines that the PARTNER has been paid funds not in accordance with the Agreement, and to which it is not entitled, the PARTNER shall return such funds to the Trust or submit appropriate documentation. The Trust shall have the sole discretion in determining if the PARTNER is entitled to such funds and the

XV. Prohibited Use of Funds.

A. **Adverse Actions or Proceeding.** The PARTNER shall not utilize Trust/County funds to retain legal counsel for any action or proceeding against the Trust/County or any of its agents, instrumentalities, employees or officials. The PARTNER shall not utilize Trust funds to provide legal representation, advice or counsel to any client in any action or proceeding against the Trust or any of its agents, instrumentalities, employees or officials.

B. **Religious Purposes.** Trust funds shall not be used for religious purposes.

C. **Commingling Funds.** The PARTNER shall not commingle funds provided under this Agreement with funds received from any other funding sources.

XVI. RECORDS, REPORTS, AUDITS, MONITORING AND REVIEW.

A. **Accounting Records**. The PARTNER shall keep accounting records, which conform to generally accept accounting principles. All such records will be retained by the PARTNER for not less than three (3) years beyond the term of this Agreement.

B. **Financial Audit.** If the PARTNER has an annual certified public accountant's opinion and related financial statements, the PARTNER agrees to provide these documents to the Trust no later than one hundred and eighty (180) calendar days following the end of the PARTNER's fiscal year, for each year during which this Agreement remains in force or until all funds earned from this Agreement have been so audited, whichever is later.

C. **Access to Records: Audit**. The PARTNER understands that it may be subject to an audit. The PARTNER shall provide access to all of its records, which relate to this Agreement at its place of business during regular business hours. The PARTNER agrees to provide such assistance as may be necessary to facilitate their review or audit by the Trust to insure compliance with applicable accounting and financial standards.

D. **Monitoring**: Management Evaluation and Performance Review. This Section shall pertain only to the PARTNER whose funding allocation under this Agreement is $10,000 or more or whose funding allocation becomes $10,000 or more during the term of this Agreement.

The PARTNER agrees to permit Trust personnel to monitor, review and evaluate the program, which is the subject of this Agreement. The Trust shall monitor both fiscal and programmatic compliance with all the terms and conditions of the Agreement. The PARTNER shall permit the Trust to conduct site visits, client assessment surveys, and other techniques deemed reasonably necessary to fulfill the monitoring function. A report of the Trust's findings will be delivered to the PARTNER and the PARTNER will rectify all deficiencies cited within the period of time specified in the report. If such deficiencies are not corrected within the specified time, the Trust may suspend payments or terminate this Agreement. The Trust shall conduct one or more formal management evaluation and performance reviews of the PARTNER. Continuation of this Agreement or future funding is dependent upon satisfactory evaluation conclusions.

E. **Independent Private Sector Inspector General Reviews:** Pursuant to Miami-Dade County Administrative Order 3-20, the PARTNER is aware that the Trust/County has the right to retain the services of an Independent Private Sector

Inspector General (hereinafter "IPSIG"), whenever the Trust/County deems it appropriate to do so. Upon written notice from the Trust/County, the PARTNER shall make available to the IPSIG retained by the Trust/County, all requested records and documentation pertaining to this Agreement for inspection and production. The Trust/County shall be responsible for the payment of these IPSIG services, and under no circumstances shall the PARTNER's prices and any changes thereto approve by the Trust/County, be inclusive of any charges relating to these IPSIG services. The terms of this provision herein, apply to the PARTNER, its officers, agents, employees, subcontractors and assignees. Nothing contained in this provision shall impair any independent right of the Trust/County to conduct an audit or investigate the operations, activities and performance of the PARTNER in connection with this Agreement. The terms of this Article shall not impose any liability on the Trust/County by the Contractor or any third party.

Miami-Dade County Inspector General Review

According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise provided below.

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Lender contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General is empowered to retain the services of independent private sector inspectors general (IPSIG) to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Borrower, its officers, agents and employees, lobbyists, County staff and elected officials to insure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the Borrower from the Inspector General or IPSIG retained by the Inspector General, the Borrower shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all

documents and records in the Borrower's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

XVII. MISCELLANEOUS.

F. **Publicity**. It is understood and agreed between the parties hereto that this PARTNER is funded by Miami-Dade County. Further, by the acceptance of these funds, the PARTNER agrees that events funded by this Agreement shall recognize the Trust as a funding source. The PARTNER shall ensure that all publicity, public relations, advertisements and signs recognizes the Trust for the support of all contracted activities. This is to include, but is not limited to, all posted signs, pamphlets, wall plaques, cornerstones, dedications, notices, flyers, brochures, news releases, media packages, promotions, and stationary. All signs to be posted that relate to the Trust activities must have prior approval and must meet the standard specifications as established by the Trust. The use of the official Trust logo is permissible. The PARTNER shall ensure that all media representatives, when inquiring about the activities funded by this contract, are informed that the Trust is its funding source.

G. **Sub-Contracts.** The parties agree that no assignment or sub-contract will be made or let in connection with this Agreement without the prior written approval of the Trust, which shall not be unreasonably withheld, and that all sub-contractors or assignees shall be governed by the terms and conditions of this Agreement.

H. **Agreement Guidelines**. The PARTNER agrees to comply with all applicable federal, state and county laws, rules and regulations, which are incorporated herein by reference or fully set forth herein. This Agreement shall be interpreted according to the laws of the State of Florida and proper venue for this Agreement shall be Miami-Dade County, Florida.

I. **Modifications**. Any alterations, variations, modifications, extensions or waivers of provisions of this Agreement, including but not limited to amount payable and effective term shall only be valid when they have been reduced to writing, duly approved and signed by both parties and attached to the original of this Agreement.

The President/CEO is authorized to make modifications to this Agreement as described herein on behalf of the Trust.

E. **Totality of Agreement/Sever ability of Provisions**. This total agreement with its attachments as referenced below contains all the terms and conditions agreed upon by the parties:

Attachment A:	**Agreement Program Narrative (Scope of Services)**
Attachment B:	**Budget**
Attachment C:	**Miami-Dade County Affidavits**
Attachment D:	**State Public Entities Crime Affidavit**

No other Agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties hereto. If any provision of this Agreement is held invalid or void, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective and duly authorized officers the day and year first above written.

PARTNER:

MIAMI-DADE CHAMBER OF COMMERCE

Bill Diggs
President

WITNESSES:

Lisa Cameron-Smith
Type or Print Name

Signature

BEVERLY JAMES
Type or Print Name

James
Signature

ATTEST:

HARVEY RUVIN, CLERK

BY: _____
DEPUTY CLERK

COUNTY COMMISSIONERS DADE COUNTY FLORIDA

May 28, 2010
Clerk's Date

Miami-Dade County, Florida

John Dixon
Executive Director
MIAMI-DADE ECONOMIC ADVOCACY TRUST

Approved as to form
And legal sufficiency

Assistant County Attorney

Attachment A

Scope of Services

Miami-Dade Chamber of Commerce (MDCC) and Miami-Dade Economic Advocacy Trust (MDEAT) (collectively referred to as the "Partners") agree to collaborate on two business empowerment events. The events are to be hosted by both parties, who jointly agree to plan said events. The tentative schedules for the events are July 16, 2010 and September 17, 2010. The collaboration is in furtherance of MDEAT's mandate to advocate for economic empowerment of its constituents and the community at large. This arrangement is also to provide MDEAT access to the infrastructure that has been established by MDCC for reaching and educating the business community on the latest best practices methods.

The shared responsibilities of the Partners are as follows:

MDEAT:

MDEAT will provide twenty five thousand no/100 dollars ($25,000.00) of funding to offset a portion of the cost for the two events. MDEAT in collaboration with the MDCC will assist with talent identification for the events, provide research assistance and assist with preparation of the program flow of the events. MDEAT's representatives will participate in the opening and closing ceremonies of each event. MDEAT will perform follow-up activities with the event participants and monitor the overall effectiveness of the information provided during the events.

The parties further agree that talent identification extends to the event speakers, program participants and panelist. MDCC will be responsible for providing a report on the event to MDEAT.

MDCC:

MDCC shall make available to MDEAT its infrastructure for hosting business education and empowering events. This will include, with the collaboration and the written consent of MDEAT, marketing associated with the event, acquisition of the sites for the events, securing all required print materials for the events, providing templates for the event and making arrangements for refreshments.

MIAMI-DADE
CHAMBER OF COMMERCE

BUSINESS EMPOWERMENT NETWORKING SERIES BUDGET (JULY & SEPTEMBER 2010)

REVENUE

MDEAT		$25,000.00
TOTAL REVENUE		**$25,000.00**

EXPENSES

FACILITY RENTAL		$2,900.00
AUDIO VISUALS		$1,500.00
SPEAKER (CONTRACTUAL SERVICES)		$4,000.00
MARKETING/ADVERTISING FEES		$13,000.00
PRINTING OF SIGNS/PROMOTIONAL ITEMS		$3,600.00
Printing of signs/banners	$350.00	
Printing of Programs/other materials	$750.00	
Promotional Items	$2,500.00	
TOTAL EXPENSES		**$25,000.00**

MIAMI-DADE BUSINESS ENTITY AFFIDAVITS

I, William Diggs, being first duly sworn state:

The full legal name and business address of the person(s)or entity contracting or transacting business with Miami-Dade County are (Post Office addresses are not acceptable):

59-6560023
Federal Employer Identification Number (If none, Social Security Number)

Miami-Dade Chamber of Commerce, Inc.
Name of Entity, Individual(s), Partners, or Corporation

Doing Business As (If same as above, leave blank)

11380 NW 27th Ave., Suite 1328 Miami Florida 33167
Street Address City State Zip Code

I. MIAMI-DADE COUNTY OWNERSHIP DISCLOSURE AFFIDAVIT

(Sec. 2-8.1 of the County Code)

1. If the contract or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable).

Full Legal Name	Address	Ownership
N/A		%
		%
		%

2. The full legal names and business address of any other individual (other than subcontractors, materialmen, suppliers, laborers, or lenders) that have, or will have, any interest (legal, equitable beneficial or otherwise) in the contract or business transaction with Dade County are (Post Office addresses are not acceptable).

If "not applicable (N/A)" or "None", please indicate in space below.

N/A

II. MIAMI-DADE COUNTY EMPLOYMENT DISCLOSURE AFFIDAVIT - County Ordinance No. 90-133, amending Section 2.8-1(d)(2) of the County Code. The following information and attachments are provided and are in compliance with all items in the aforementioned Section:

1. Does your firm have a collective bargaining agreement with its employees? ☐ Yes ☒ No

2. Does your firm provide paid health care benefits for its employees? ☒ Yes ☐ No

3. Provide a current breakdown (number of persons) of your firm's work force and ownership as to race, national origin and gender:

White:	____ Males	____ Females	Asian:	____ Males	____ Females
Black:	1 Males	3 Females	Native American:	____ Males	____ Females
Hispanics:	____ Males	____ Females	Alaskan Natives:	____ Males	____ Females
_____:	____ Males	____ Females	_____:	____ Males	____ Females

III MIAMI-DADE EMPLOYMENT DRUG-FREE WORKPLACE AFFIDAVIT
Section 2-8.1.2(b) of the County Code.

That in compliance with Ordinance No. 92-15 of the Code of Miami-Dade County, the above named firm is providing a drug-free workplace. A written statement to each employee shall inform the employee about:

1. Danger of drug abuse in the workplace
2. The firms' policy of maintaining a drug-free environment at all workplaces
3. Availability of drug counseling, rehabilitation and employee assistance programs
4. Penalties that may be imposed upon employees for drug abuse violations

The firm shall also require an employee to sign a statement, as a condition of employment that the employee will abide by the terms of the drug-free workplace policy and notify the employer of any criminal drug conviction occurring no later than five (5) days after receiving notice of such conviction and impose appropriate personnel action against the employee up to and including termination.

IV. DISABILITY NONDISCRIMINATION AFFIDAVIT
Miami-Dade County Resolution R-385-95.

I, being duly sworn, state that this firm, is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor shall comply with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

1. The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 U.S.C. Sections 225 and 611 including Titles I, II, III, IV and V.
2. The Rehabilitation Act of 1973, 29 U.S.C. Section 794
3. The Federal Transit Act, as amended 49 U.S.C. Section 1612
4. The Fair Housing Act as amended, 42 U.S.C. Section 3601-3631

V. MIAMI-DADE COUNTY DEBARMENT DISCLOSURE AFFIDAVIT
Section 10.38 of the County Code.

I, being duly sworn, confirm that none of this firms agents, officers, principals, stockholders, subcontractors or their affiliates are debarred by Miami-Dade County.

VI. MIAMI-DADE COUNTY COLLECTION OF TAXES, FEES AND PARKING TICKETS AFFIDAVIT
Section 2-8.1(C) of the County Code.

I, being duly sworn, confirm that all delinquent and currently due fees or taxes (including, but not limited to, real and personal property taxes, convention and tourist development taxes, utility taxes, and occupational license taxes) collected in the normal course by the Miami-Dade County Tax Collector and County issued parking tickets for vehicles registered in the name of the above firm, have been paid.

VII. MIAMI-DADE COUNTY CODE OF BUSINESS ETHICS AFFIDAVIT
Sections 2-8.1(i) and 2-11(b)(1) of the County Code.

I, being duly sworn, confirm that this firm has adopted a Code of business ethics which complies with the requirements of Sections 2-8.1 of the County Code, and that such code of business ethics shall apply to all business that this firm does with the County and shall, at a minimum, require the contractor to comply with all applicable governmental rules and regulations.

VIII. CURRENT STATUS OF OBLIGATIONS TO THE COUNTY
Section 2-8.1 of the County Code.

I, being duly sworn, confirm that this firm complies with Section 2-8.1, which requires that no individual or entity who is in arrears in any payment under a contract, promissory note or other document with the County shall be allowed to receive any new business.

IX. FAMILY LEAVE

I being duly sworn, confirm that if applicable, this firm complies with Section 11A-30 of the County Code, which requires that firms contracting business with Miami-Dade County which have more than fifty (50) employees for each working day during each of twenty (20) or more work weeks in the current or preceding calendar year are required to certify that they provide family leave to their employees. Firms with less than the number of employees indicated above are exempt from this requirement, but must indicate by letter signed by an authorized agent) that it does not have the minimum number of employees required by the County Code.

X. LIVING WAGE

I being duly sworn, confirm that if applicable, this firm complies with Section 2-8.9 of the County Code, which requires that all applicable contractors entering a contract with County shall agree to pay the prevailing living wage required by the section of the County Code.

XI. DOMESTIC LEAVE

I being duly sworn, confirm that if applicable, this firm complies with 11A-60 of the County Code, which requires that firms wishing to transact business with the County must certify that it is in compliance with the Domestic Leave Ordinance. This ordinance applies to employers that have, in the regular course of business, fifty (50) or more employees working in Miami-Dade County for each working day during current or preceding calendar year.

NOTE

BY SIGNING AND NOTARIZING THIS PAGE YOU ARE ATTESTING TO AFFIDAVITS I THRU XI, PAGES 6, 7, 8, AND 9 OF THIS APPLICATION.

IT IS THE VENDOR'S RESPONSIBILITY TO COMPLY WITH AND KEEP CURRENT ALL STATEMENTS SWORN TO IN THE ABOVE AFFIDAVITS.

By: _____ 5-21-10
(Signature of Affiant) (Date)

William Diggs, President 59-6556023
(Printed Name of Affiant and Title) (Federal Employer Identification Number)

Miami Dade Chamber of Commerce 11380NW 27th Ave, Suite 1328, Miami, FL
(Name of Firm) (Address of Firm)

SUBSCRIBED AND SWORN TO (or affirmed) before me this 21st day of May, 2010.

by William Diggs. He/She is personally known to me or has presented

_____ as identification.
(Type of Identification)

Beverly A. James DD877454
(Signature of Notary) (Serial Number)

BEVERLY A. JAMES 4/6/2013
(Print or Stamp of Notary) (Expiration Date)

Notary Public - State of Florida
(State)

Notary Seal

Notary Public State of Florida
Beverly A James
My Commission DD877454
Expires 04/06/2013

SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS

MIAMI-DADE COUNTY

1. This sworn statement is submitted to _____

WILLIAM DIGGS, PRESIDENT & CEO

by _____

(Print individual's name and title)

MIAMI DADE CHAMBER OF COMMERCE, INC.

for _____

(Print Name of entity submitting sworn statement)

11380 NW 27TH AVENUE, SUITE 1328, MIAMI, FL 33167

whose business address is _____

59-6560023

and if applicable its Federal Employer Identification Number (FEIN) is _____
If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

2. I understand that a "public entity crime" as defined in paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transactions of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to public entity or agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misinterpretation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:

   A. A predecessor or successor of a person convicted of a public entity crime; or

   B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime

   The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a

person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States within the legal power to enter into a binding contact and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

_X_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THAT PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017 FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____ (Signature)

Sworn to and subscribed before me this 21st day of May,

2010 (Personally known) _____

OR Produced Identification _____ Notary Public - State of Florida

_____ My commission expires 4/6/2013

(Type of Identification)

Notary Public State of Florida
Beverly A James
My Commission DD877454
Expires 04/06/2013

Beverly A. James

(Printed typed or stamped commissioned name of notary public)