



MEMORANDUM

Agenda Item No. 7(I)(1)(A)

TO: Honorable Chairperson Barbara
Carey-Shuler, Ed.D and Members,
Board of County Commissioners

DATE: November 4, 2003

FROM: George V. Burgess
County Manager

SUBJECT: Resolution Authorizing the
Donation of Goods, Services or
Temporary Use of Real or
Personal Property for the FTAA

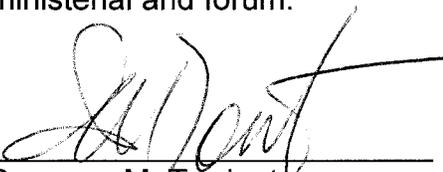
RECOMMENDATION

It is recommended that the Board approve the attached resolution authorizing the County Manager to accept donations of goods, services or temporary use of real or personal property, and to indemnify the donors, for the County's use during the Free Trade Area of the Americas (FTAA) Ministerial and the VIII American Business Forum (ABF) to be held in Miami-Dade County in November 2003. The resolution additionally authorizes the County Manager to execute agreements and amendments as necessary. This authority to accept donations will be based upon the recommendation of the Director of FTAA Operations or the Miami-Dade Police Department.

BACKGROUND

The Federal Government, through the United States Trade Representative, has selected Miami-Dade County as the host for the FTAA Ministerial and the VIII American Business Forum to be held November 16-21, 2003. Numerous individuals, groups, businesses and civic organizations have expressed an interest in providing assistance to the FTAA Ministerial and the VIII American Business Forum by making donations to Miami-Dade County. The County will be entering into Indemnity, Release and Hold-harmless Agreements with these organizations for the use of goods, services or temporary use of real or personal property, at the request of the donors. Examples of donations these organizations will be making to the County are the utilization of building facilities and the donation of food and beverages. Attached you will find an example of the Florida Power and Light Group Indemnity, Release and Hold Harmless Agreement.

Accepting these type of donations will allow Miami-Dade County to enhance services and public safety, reduce costs and allow individuals and businesses to have greater participation in the ministerial and forum.



Susanne M. Torriente
Assistant County Manager



MEMORANDUM

(Revised)

TO: Hon. Chairperson Barbara Carey-Shuler, Ed.D.
and Members, Board of County Commissioners

DATE: November 4, 2003

FROM: Robert A. Ginsburg
County Attorney

SUBJECT: Agenda Item No. 7(I)(1)(A)

Please note any items checked.

- "4-Day Rule" ("3-Day Rule" for committees) applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Bid waiver requiring County Manager's written recommendation
- Ordinance creating a new board requires detailed County Manager's report for public hearing
- Housekeeping item (no policy decision required)
- No committee review

Approved _____ Mayor

Agenda Item No. 7(I)(1)(A)

11-4-03

Veto _____

Override _____

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE COUNTY MANAGER TO ACCEPT DONATIONS OF GOODS, SERVICES, OR TEMPORARY USE OF REAL OR PERSONAL PROPERTY, AND TO INDEMNIFY THE DONORS, FOR USE DURING THE FREE TRADE AREA OF THE AMERICAS (FTAA) MINISTERIAL AND VIII AMERICAN BUSINESS FORUM (ABF); AND AUTHORIZES THE COUNTY MANAGER TO EXECUTE AGREEMENTS AND ANY NECESSARY AMENDMENTS

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves and authorizes the County Manager to accept donations of goods, services, or temporary use of real or personal property, upon recommendation of the FTAA Director of Operations or the Miami-Dade Police Department, and to enter into Indemnity, Release, or Hold-harmless Agreements for use of goods, services, or temporary use of real or personal property, if requested by the donors, such as the example attached hereof, and authorizes the County Manager to execute such agreements as required, following their approval by the County Attorney's office, and to file and execute any necessary amendments to the agreements for an on behalf of Miami-Dade County, Florida.

The foregoing resolution was offered by Commissioner
, who moved its adoption. The motion was
seconded by Commissioner
and upon being put to a vote, the vote was as follows:

Dr. Barbara Carey-Shuler, Chairperson	
Katy Sorenson, Vice-Chairperson	
Bruno A. Barreiro	Jose "Pepe" Diaz
Betty T. Ferguson	Sally A. Heyman
Joe A. Martinez	Jimmy L. Morales
Dennis C. Moss	Dorrin D. Rolle
Natacha Seijas	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly
passed and adopted this 4th day of November, 2003. This
resolution shall become effective ten (10) days after the date
of its adoption unless vetoed by the Mayor, and if vetoed, shall
become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

HARVEY RUVIN, CLERK

Approved by County Attorney as
to form and legal sufficiency: _____

By: _____
Deputy Clerk

Kenneth B. Drucker

INDEMNITY, RELEASE AND HOLD HARMLESS AGREEMENT

IN CONSIDERATION of being permitted to use **Florida Power & Light Company's Central Service Center** located at 122 SW 3 Street, Miami, Florida, as a command and staging site for a police operation, for the approximate dates of November 15, 2003 to November 23, 2003, the undersigned hereby agrees to and does release, indemnify, defend, and hold free and unharmed **FPL GROUP, INC., FLORIDA POWER & LIGHT COMPANY**, and their parents, subsidiaries, officers, directors, agents, contractors and employees (hereinafter "**FPL**"), from and against any and all claims and liabilities whatsoever, including court costs and attorney's fees, arising out of, or connected with the use of said property, resulting in any damage to property, injury, or death, whether or not due to or caused by the negligence of **FPL**.

THE UNDERSIGNED understands clearly and unequivocally that it is indemnifying **FPL** for **FPL's** own negligence and that such liability is expressly undertaken by the undersigned.

THE UNDERSIGNED represents that he/she has the authority to enter into this agreement on behalf of the Miami-Dade County Police Department.

Signed, sealed and delivered this ____ day of _____, 2003.

CAUTION: Read this document before signing below.

Miami-Dade County Police Department

By: _____

Print Name: _____

Print Title: _____

State of Florida)
) SS:
County of Miami-Dade)

The foregoing instrument was acknowledged before me this _____ (date) by _____ (print name). he/she is personally know to me or has produced _____ as identification.

Notary Stamp:

Notary Public, State of Florida at Large
Name (print): _____