Memorandum

MIAMI-DADE COUNTY

Date: January 22, 2009

To: Honorable Chairman Dennis C. Moss
and Members, Board of County Commissioners

Agenda Item No. 12(A)2

From: George M. Burgess
County Manager

R. A. Cuevas, Jr.
County Attorney

Subject: Resolution Approving and Authorizing Settlement of Pending Litigation Between Alexandra Coronado, Nola Farquharson and Prudence Jones and Miami-Dade County

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RECOMMENDATION

It is recommended that the Board of County Commissioners ("Board") authorize settlement of the pending litigation between Alexandra Coronado, Nola Farquharson and Prudence Jones ("Plaintiffs") and Miami-Dade County ("County") on the terms and conditions specified in the attached Settlement Agreement subject to the approval of the United States Department of Housing and Urban Development.

BACKGROUND

This case was brought against the County by three Plaintiffs, who are each participants in the County's Section 8 Housing Choice Voucher Program ("Section 8 Program"). The Plaintiffs allege that the County, through the Miami-Dade Housing Agency, engaged in a practice of denying Section 8 Housing voucher payments to recipients without notice and an opportunity for a hearing.

In an effort to resolve the litigation, the County initially met informally with the legal representatives of the Plaintiffs. Through these discussions the County Attorneys Office agreed to and presented an extensive training to MDHA's hearing officer and staff to ensure that they had a better understanding of the statutory and regulatory requirements regarding the proper notices to be sent to Section 8 tenants who are recommended for termination from the program, the types of evidence that the department must introduce at the hearing, and the process for conducting hearings. In addition, the County Attorney's Office worked closely with the hearing officer to ensure that each final hearing decision complies with the statutory and regulatory requirements of the program.

Because the parties could not reach an agreement regarding the Plaintiffs' claims for damages, they agreed to have this aspect of the case submitted to a mediator. As a result of the mediation, the parties have been able to reach an amicable settlement of all claims raised by the Plaintiffs.

The County agrees to pay the sum of $60,000.00 ("Settlement Fund") minus $16,944.00 for an overpayment owed by Plaintiff Prudence Jones. In an addition, the County has developed procedures approved by the Plaintiffs that will expedite the Section 8 process ensures that the County complies with all due process requirements. Finally, the parties agreed that each side will bear their own attorney's fees and costs and both the Plaintiffs and the County will execute releases. It is therefore recommended that this Board approve the settlement of the pending litigation with the Plaintiffs on the terms described herein and in the settlement agreement, subject to the approval of the United States Department of Housing and Urban Development.

Attachment

Cynthia W. Curry
Senior Advisor to the County Manager

MEMORANDUM

(Revised)

TO: Honorable Chairman Dennis C. Moss and Members, Board of County Commissioners

DATE: January 22, 2009

FROM: R. A. Cuevas, Jr. County Attorney

SUBJECT: Agenda Item No. 12(A)(2)

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
Veto _____
Override _____

Agenda Item No. 12(A)(2)
1-22-09

RESOLUTION NO. _____

RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF SETTLEMENT AGREEMENT RESOLVING PENDING LITIGATION BETWEEN ALEXANDRA CORONADO, NOLA FARQUHARSON AND PRUDENCE JONES AND MIAMI-DADE COUNTY, SUBJECT TO APPROVAL BY THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

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 hereby approves the execution of a Settlement Agreement of the pending litigation between Alexandra Coronado, Nola Farquharson and Prudence Jones and Miami-Dade County, in substantially the form attached hereto and made a part hereto, subject to the approval of the United States Department of Housing and Urban Development; and authorizes the Mayor or Mayor's designee to execute same for and on behalf of Miami-Dade County.

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:

Dennis C. Moss, Chairman
Jose "Pepe" Diaz, Vice-Chairman

Bruno A. Barreiro	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Barbara J. Jordan	Joe A. Martinez
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 22nd day of January, 2009. 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

By:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Terrence A. Smith

IN THE UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI-DADE DIVISION

ALEXANDRA CORONADO;
NOLA FARQUHARSON; and
PRUDENCE JONES;

Case No. 08-22019-CIV-Ungaro

Plaintiffs,

v.

MIAMI DADE COUNTY
Defendant.
_____/

SETTLEMENT AGREEMENT

WHEREAS, this action was brought by ALEXANDRA CORONADO, NOLA FARQUHARSON; and PRUDENCE JONES (hereafter "Plaintiffs") against MIAMI DADE COUNTY (hereafter "Defendant" or the "County") (collectively, the "parties") as a result of the Defendant's alleged termination of Plaintiffs' Section 8 voucher benefits; and

WHEREAS, Plaintiffs' complaint alleges that Defendant violated their constitutionally guaranteed right of due process as well as federal statutory rights; and

WHEREAS, Defendant disputes Plaintiffs' allegations and contends that it has complied with all applicable laws; and

WHEREAS, the purposes of this Settlement Agreement (hereinafter referred to as "Settlement") are to reach a complete and final conclusion of the litigation between the parties; to resolve this matter without the time and expense of future litigation and to resolve amicably, without any admission of liability whatsoever by Defendant, all claims raised in this litigation,

The parties hereby agree to the following terms:

INJUNCTIVE RELIEF

(1) Within six (6) months of the date of the execution of this Settlement, Defendant shall incorporate the following policies into the operation of its Section 8 Housing Choice Voucher program (hereafter "Section 8 program"). The parties understand that the County is contracting with a private vendor to operate the entire Section 8 program. Regardless of any contracting, the Defendant, its successors and assigns, including but not limited to any contractor engaged by the County, shall remain obligated to comply with the following provisions. any contract by the Defendant with a private vendor shall insure that the private vendor operate the Section 8 program in conformity with the following provisions: It is understood by the parties that any contractor engaged by the County is not a party to this action and is not liable pursuant to its contract with Defendant for .any actions and/or litigation originating under Defendant's management of the Section 8 program prior to the transition date. any acts or omissions The term "Transitional Date" refers to that date by which Defendants turn over the operation and management of the Section 8 program to any contractor engaged by the County.

CLIENT SERVICE

(1) Defendant its successors and assigns, including but not limited to any contractor engaged by the County, shall insure that the Section 8 program policies allow reasonable direct client interaction with case workers familiar with, or responsible for the client's case, specifically including direct client access to case workers regarding Requests for Tenancy Approvals ("RFTA"s) and Change of Dwelling ("COD") requests.

(2) Defendant its successors and assigns, including but not limited to any contractor engaged by the County, shall insure that all RFTAs are approved or disapproved consistent with the federal regulations, Section 8 Administrative Plan, and the Procedures for RFTA Process, which is attached hereto as Exhibit "A". Defendant its successors and assigns, including but not limited to any contractor engaged by the County, shall inspect units, determine whether the unit satisfies the Housing Quality Standards ("HQS"), and notify the family and owner of the determination within a reasonable time after the family submits a RFTA. To the extent practicable, Defendant its successors and assigns, including but not limited to any contractor engaged by the

County, such inspection and determination must be completed within fifteen (15) days after the family and the owner submit the RFTA. For any RFTAs not approved within fifteen (15) days, Defendant, its successors and assigns, including, but not limited to any contractor engaged by the County, will indicate in the tenant file the reason for the delay.

(3) Defendant its successors and assigns, including but not limited to any contractor engaged by the County, shall insure that all COD requests (up to and including the provision of a new voucher) are processed consistent with the federal regulations, Section 8 Administrative Plan and the Change of Dwelling Procedures, which is attached hereto as Exhibit B. Defendant its successors and assigns, including but not limited to any contractor engaged by the County, shall insure that all COD requests are processed prior to the termination of tenancy and/or the HAP, whichever is earliest. For any COD not approved prior to the termination of tenancy and/or the HAP, Defendant, its successors and assigns, including, but not limited to any contractor engaged by the County, will indicate in the tenant file the reason for the delay.

(4) Defendant its successors and assigns, including but not limited to any contractor engaged by the County, shall insure that inquiries of Plaintiffs' counsel regarding the processing of individual recipients' RFTAs, CODs and related issues relating to the Section 8 Housing Choice Voucher program will be responded to promptly, and in no case more than two working days after the initial request.

DUE PROCESS

(1) In order to eliminate or minimize potential due process violations, Defendant shall have every termination of Housing Assistance Payments ("HAP"s) to a landlord or assistance to a Section 8 program tenant/participant reviewed and approved by a management level employee(s) prior to termination. That employee(s) will be responsible for determining that the termination of HAP payments comports with the requirements of the U.S. Housing Act and the Section 8 program regulations.

(2) Counsel for Plaintiffs shall have an opportunity to meet with the assigned management level employee and/or the Assistant County Attorney to discuss any voucher terminations or HAP terminations which are alleged to have occurred in the absence of prior notice to the tenant or which are alleged to have violated due process, subject to the written consent of the Section 8 program tenant/participant that is the subject of the meeting..

(3) Defendant shall designate one or more management level employee responsible for responding to inquiries from counsel for Plaintiffs regarding voucher terminations or terminations of HAP benefits, subject to the written consent of the Section 8 program tenant/participant that is the subject of said discussion.

II. INDIVIDUAL DAMAGES AND RELIEF

(1) Defendant agrees to pay Plaintiffs Sixty Thousand Dollars 00\100 ($60,000.00) (hereafter "Settlement Funds") in full settlement for all claims arising out of this matter. It is further understood and agreed that Defendant will deduct from the Settlement Funds,, the amount of Sixteen Thousand Nine Hundred Forty-Four Dollars 00\100 ($16,944.00) to reimburse Defendant for all sums owing to Defendant by Plaintiff PRUDENCE JONES. Defendant shall make the payment of the remainder of the Settlement Funds in the amount of Forty-Three Thousand Fifty-Six Dollars 00\100 ($43,056.00) to Legal Services of Greater Miami, Inc. Trust Account within thirty (30) days of the effective date of this Settlement. Plaintiffs have agreed to their own division of these damages. Defendant agrees that $5,655 of the Settlement Funds will reimburse Ms. Farquharson for housing assistance that would have been paid under the United States Housing Act of 1937 with respect to her dwelling unit.

(2) Upon execution of the Settlement, Defendant agrees to perform all the necessary actions and to otherwise facilitate the porting of Plaintiff PRUDENCE JONES voucher to the appropriate public housing agency in Broward County, Florida.

(3) Within five (5) days of the receipt of the Settlement Funds, Plaintiffs shall dismiss this action with prejudice.

(4) Within five (5) days from receipt of the Settlement Funds, the parties shall execute and deliver to counsel for the other party the releases in the form attached as Exhibits "C," "D," "E," and "F."

III. COSTS AND ATTORNEYS' FEES

All parties shall bear their own attorneys' fees and costs, and no party shall move for an award of attorney's fees and/or court costs, except that if litigation is required to enforce this Settlement, the prevailing party in such litigation shall be entitled to an award of reasonable attorney's fees and costs, if any, solely for the enforcement activities undertaken after the dispute resolution process described below has been completed.

IV. MISCELLANEOUS

(1) **No Admission of Liability**: The parties agree that this Agreement is a compromise of disputed claims. No payment nor any other action taken pursuant to this Agreement shall be construed as an admission or establishment of liability on the part of any of the parties hereto.

(2) **Approval of Settlement by the Miami-Dade Board of County Commissioners and the United States Housing and Urban Development**: The parties agree and acknowledge that this Settlement is subject to the final approval of the Miami-Dade Board of County Commissioners and the United States Housing and Urban Development.

(2) **Severability**: In the event that any one or more provisions of this Agreement shall be declared illegal, invalid, unenforceable and/or void by a court of competent jurisdiction, such provision or portion of this Agreement shall be deemed to be severed and deleted from this Agreement, but this Agreement shall in all other respects remain unmodified and continue in full force and effect.

(3) This Agreement may be executed in counterparts and each counterpart shall be and constitute a part of this Agreement and all counterparts taken together shall constitute the Agreement, and be binding and effective to all Parties.

(4) The Court shall retain jurisdiction to enforce the terms of this Settlement Agreement.

(5) **Dispute Resolution**: If any dispute or disagreement arises between the Parties concerning the compliance with or meaning, performance, or implementation of any part of this Agreement, the Parties agree to proceed as follows:

a) The Parties, through their counsel, shall notify in writing the other Parties through their counsel immediately upon believing a dispute or disagreement has arisen.

b) Within ten (10) days after the date of the written notice, the Parties shall meet and confer regarding the dispute or disagreement

and exercise good faith, best efforts to resolve the dispute or disagreement.

c) If the dispute or disagreement cannot be resolved, either Party may notify the Court within five days after the meeting and request a mandatory settlement conference.

d) If the Parties cannot reach an agreement at the mandatory settlement Conference, either Party may file a motion before the Court seeking an order declaring the rights of the Parties, and if appropriate enforcing the terms of this Agreement.

IN WITNESS HEREOF, the parties have entered into this Settlement Agreement as of the Effective Date.

Dated:_____

Agreed:

For the Plaintiffs ALEXANDRA CORONADO, NOLA FARQUHARSON and PRUDENCE JONES

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Legal Services of Greater Miami, Inc.
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For the Defendant MIAMI-DADE COUNTY

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Charles@floridalegal.org

George M. Burgess, County Manager

x Alexandra Coronado
ALEXANDRA CORONADO

NOLA FARQUHARSON

PRUDENCE JONES

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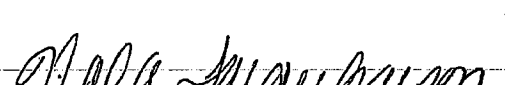
George M. Burgess, County Manager

ALEXANDRA CORONADO



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ALEXANDRA CORONADO

NOLA FARQUHARSON

PRUDENCE JONES

Exhibit A

PROCEDURES FOR RFTA PROCESS

STEP 1 TENANT SUBMITS RFTA PACKAGE

- Make sure everything is completed properly by owner & tenant, including signatures. No white out allowed on the RFTA.

STEP 2 MDHA STAFF COMPLETES OWNERSHIP VERIFICATION OF THE SUBJECT PROPERTY.

STEP 3 MDHA VERIFIES THAT THE UNIT IS AFFORDABLE FOR THE TENANT

- Verify the unit does not exceed the 40% rule.

If approved, to proceed to STEP 4
If disapproved, then MDHA will issue new RFTA and Tenant will begin STEP I

STEP 4 MDHA STAFF TO REQUEST INSPECTION AND RENT REASONABLE SURVEY

If approved, to proceed to STEP 5
If disapproved, then MDHA will issue new RFTA and Tenant will begin STEP 1

STEP 5 – MDHA TO PROVIDE AUTHORIZATION TO MOVE IN TO TENANT AND OWNER

STEP 6 – OWNER TO PROVIDE EXECUTED HAP AND LEASE TO MDHA 15 WORKING DAYS

Exhibit B

Change of Dwelling (C.O.D.) Procedures
Processed with the Tenant's Annual Recertification

Upon receiving the notice to move, MDHA will allow a participant family to move to another unit at the expiration of the lease term. Moves after the initial year of the lease year are limited to not more than one move in any one 12 month period. A second move within the same calendar year may be allowed only under hardship conditions upon MDHA approval. The notice to move must be in accordance with the lease, addressed to the owner and a copy to MDHA.

- Once the change of dwelling package is received by the Housing Specialist the following should occur:

    1. Review the package for completion and signatures of all adults
    2. The tenant must provide to MDHA with a copy of the notice to move or notice of termination of tenancy, which is given by either the tenant or the landlord.
    3. In the event the reason for the tenant's request for a COD is related to allegations that the landlord has failed to maintain the unit in accordance with Housing Quality Standards ('HQS"), then the MDHA Inspection Unit shall conduct and inspection to verify the allegations of HQS noncompliance. The MDHA Inspection Unit will contact the tenant and landlord and advise them of the date of the compliance inspection. Following the inspection, an inspection report will be generated and all appropriate notices, which shall include any cure periods, will be provided to the tenant and owner in accordance with the federal regulations, Section 8 Administrative Plan and the Housing Assistance Payment contract. .
    4. If a compliance inspection was (a) conducted prior to the request for COD or pursuant to Paragraph 3; (b) and it is determined that the HQS violations are only attributable to the landlord; and (c) the landlord has failed to correct said violation on or before the expiration of the cure period, then the MDHA shall continue to process the COD for the tenant.
    5. Income, family composition must be verified, and E.I.V. must be completed and will be conducted simultaneously with the processing of the COD.
    6. Upon completion of steps 1 thru 5 – MDHA will provide the tenant with the voucher package and a Request for Tenancy (RFTA) to begin their search for a unit.
    7. Prior to RFTA approval, income verification process must be completed.

Change of Dwelling (C.O.D.) Hardship Procedures

A Housing Choice Voucher (HCV) participant family may move to another unit in the event the family has a "hardship." Hardship includes, but is not limited to foreclosures, final fails related to owner HQS violations, evictions that are not attributable to the tenant, the tenant needs a reasonable accommodation, or the tenant is a victim of domestic violence, sexual assault/battery, dating violence and staking as described under section 2.15.

- Once notice of a Hardship and the appropriate documents to substantiate the hardship is received the tenant will:

    - If the income has been verified during the last 12 months then:

        1. The tenant will self-certify that the family income and family composition has not changed.

The Housing Specialist will issue the family a voucher package and a Request for Tenancy (RFTA) to begin their search for a unit.

If the income was not verified, the normal COD process will be followed.

Exhibit "C"
RELEASE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, ALEXANDRA CORONADO ("First Party"), for and in consideration of Ten and 00/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by First Party, does hereby remise, release, acquit, satisfy and forever discharge MIAMI-DADE COUNTY together with its directors, officers, attorneys, employees, agents, insurers, heirs, successors and assigns (hereinafter collectively referred to as the "Second Party"), of and from all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialities, covenants, contracts, controversies, agreements, promises, variances, trespasses, attorneys' fees, costs, judgments, executions, claims, damages, and demands whatsoever, in law or in equity under the U.S. Housing Act of 1937, the Section 8 Housing Choice Voucher Program regulations at 24 C.F.R. part 982 or any other applicable laws or regulations, which the First Party ever had, now has, or may have against the Second Party, from the beginning of the world to the day of this Release; provided, however, that this release is expressly limited to the claims which were asserted or alleged in that certain legal action pending between the First Party and Second Party in that certain lawsuit captioned *Coronado, et al. v. Miami-Dade County*, Case No. 08-22019-CIV-Ungaro.

This will also acknowledge that the undersigned has been advised by counsel regarding the effect of the signing, swearing to, and delivering of this Release; that no promise, inducement or agreement not expressed herein has been made to the First Party; that First Party has not assigned any claim against Second Party to any person; that this Release contains the entire agreement between the parties; and that the terms of this Release are contractual and not a mere recital.

IN WITNESS WHEREOF, we have hereunto set our hands and seal this _____ day of _____ 2009.

_____ By: _____
Witness ALEXANDRA CORONADO

_____
Witness

Exhibit "D"
RELEASE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, NOLA FARQUHARSON ("First Party"), for and in consideration of Ten and 00/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by First Party, does hereby remise, release, acquit, satisfy and forever discharge MIAMI-DADE COUNTY together with its directors, officers, attorneys, employees, agents, insurers, heirs, successors and assigns (hereinafter collectively referred to as the "Second Party"), of and from all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialities, covenants, contracts, controversies, agreements, promises, variances, trespasses, attorneys' fees, costs, judgments, executions, claims, damages, and demands whatsoever, in law or in equity under the U.S. Housing Act of 1937, the Section 8 Housing Choice Voucher Program regulations at 24 C.F.R. part 982 or any other applicable laws or regulations, which the First Party ever had, now has, or may have against the Second Party, from the beginning of the world to the day of this Release; provided, however, that this release is expressly limited to the claims which were asserted or alleged in that certain legal action pending between the First Party and Second Party in that certain lawsuit captioned *Coronado, et al. v. Miami-Dade County*, Case No. 08-22019-CIV-Ungaro.

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IN WITNESS WHEREOF, we have hereunto set our hands and seal this _____ day of _____ 2009.

_____ By: _____
Witness NOLA FARQUHARSON

_____
Witness

Exhibit "E"
RELEASE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, PRUDENCE JONES ("First Party"), for and in consideration of Ten and 00/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by First Party, does hereby remise, release, acquit, satisfy and forever discharge MIAMI-DADE COUNTY together with its directors, officers, attorneys, employees, agents, insurers, heirs, successors and assigns (hereinafter collectively referred to as the "Second Party"), of and from all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialities, covenants, contracts, controversies, agreements, promises, variances, trespasses, attorneys' fees, costs, judgments, executions, claims, damages, and demands whatsoever, in law or in equity under the U.S. Housing Act of 1937, the Section 8 Housing Choice Voucher Program regulations at 24 C.F.R. part 982 or any other applicable laws or regulations, which the First Party ever had, now has, or may have against the Second Party, from the beginning of the world to the day of this Release; provided, however, that this release is expressly limited to the claims which were asserted or alleged in that certain legal action pending between the First Party and Second Party in that certain lawsuit captioned *Coronado, et al. v. Miami-Dade County*, Case No. 08-22019-CIV-Ungaro.

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IN WITNESS WHEREOF, we have hereunto set our hands and seal this _____ day of _____ 2009.

_____ By: _____
Witness PRUDENCE JONES

_____
Witness

Exhibit "F"
RELEASE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, MIAMI-DADE COUNTY ("First Party"), for and in consideration of Ten and 00/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by First Party, does hereby remise, release, acquit, satisfy and forever discharge ALEXANDRA CORONADO, NOLA FARQUHARSON AND PRUDENCE JONES, together with their directors, officers, attorneys, employees, agents, insurers, heirs, successors and assigns (hereinafter collectively referred to as the "Second Party"), of and from all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialities, covenants, contracts, controversies, agreements, promises, variances, trespasses, attorneys' fees, costs, judgments, executions, claims, damages, and demands whatsoever, in law or in equity under the U.S. Housing Act of 1937, the Section 8 Housing Choice Voucher Program regulations at 24 C.F.R. part 982 or any other applicable laws or regulations, which the First Party ever had, now has, or may have against the Second Party, from the beginning of the world to the day of this Release; provided, however, that this release is expressly limited to the claims which were asserted or alleged in that certain legal action pending between the First Party and Second Party in that certain lawsuit captioned *Coronado, et al. v. Miami-Dade County*, Case No. 08-22019-CIV-Ungaro.

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IN WITNESS WHEREOF, we have hereunto set our hands and seal this _____ day of _____ 2009.

_____ By: _____

Witness GEORGE M. BURGESS
County Manager

_____

Witness