



**MEMORANDUM**

Agenda Item No. 11(A)(6)

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**TO:** Honorable Chairman Joe A. Martinez  
and Members, Board of County Commissioners

**DATE:** December 6, 2011

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

**SUBJECT:** Resolution approving terms and form of Interlocal Cooperation Agreement between Miami-Dade County and Housing Finance Authority of Miami-Dade County regarding certain administrative matters; and authorizing County Mayor designee to execute and deliver such agreement on behalf of Miami-Dade County

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The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Rebeca Sosa.

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R. A. Cuevas, Jr.  
County Attorney

RAC/cp



# MEMORANDUM

(Revised)

**TO:** Honorable Chairman Joe A. Martinez  
and Members, Board of County Commissioners

**DATE:** December 6, 2011

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County Attorney

**SUBJECT:** Agenda Item No. 11(A)(6)

Please note any items checked.

- "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
- Ordinance creating a new board requires detailed County Manager's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's \_\_\_\_, 3/5's \_\_\_\_, unanimous\_\_\_\_) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved \_\_\_\_\_ Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Agenda Item No. 11(A)(6)  
12-6-11

RESOLUTION NO. \_\_\_\_\_

RESOLUTION APPROVING TERMS AND FORM OF INTERLOCAL COOPERATION AGREEMENT BETWEEN MIAMI-DADE COUNTY AND HOUSING FINANCE AUTHORITY OF MIAMI-DADE COUNTY REGARDING CERTAIN ADMINISTRATIVE MATTERS; AND AUTHORIZING COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE AND DELIVER SUCH AGREEMENT ON BEHALF OF MIAMI-DADE COUNTY

**WHEREAS**, pursuant to the Constitution of the State of Florida, the Florida Housing Finance Authority Law, Chapter 159, Part IV, Florida Statutes, as amended and the County's Code (collectively, the "Act"), the County and the Authority, respectively, are authorized to establish affordable housing programs that assist low and moderate income individuals; and

**WHEREAS**, the County and the Authority wish to enter into an Interlocal Agreement pursuant to Section 163.01, Florida Statutes, as amended, in order to work together to provide affordable housing in the most efficient and cost effective manner; and

**WHEREAS**, the County supports the Authority by providing services such as administering the Authority's funds and providing certain benefits and payroll services; and

**WHEREAS**, the County and Authority wish to reduce the scope of services provided by the County to the Authority so the Authority could operate more efficiently and in the same manner as other housing authorities in the State of Florida as well as authorities located within the County,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA**, that this Board approves the form and terms of the Interlocal Cooperation Agreement attached to this Resolution as Exhibit

“A” (the “Interlocal”) which is incorporated in this resolution by reference and authorizes the County Mayor or the County Mayor’s designee to execute and deliver the Interlocal on behalf of the County.

The Prime Sponsor of the foregoing resolution is Commissioner Rebeca Sosa. It 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:

- |                                     |                      |
|-------------------------------------|----------------------|
| Joe A. Martinez, Chairman           |                      |
| Audrey M. Edmonson, Vice Chairwoman |                      |
| Bruno A. Barreiro                   | Lynda Bell           |
| Esteban L. Bovo, Jr.                | Jose "Pepe" Diaz     |
| Sally A. Heyman                     | Barbara J. Jordan    |
| Jean Monestime                      | Dennis C. Moss       |
| Rebeca Sosa                         | Sen. Javier D. Souto |
| Xavier L. Suarez                    |                      |

The Chairperson thereupon declared the resolution duly passed and adopted this 6<sup>th</sup> day of December, 2011. 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.



Gerald T. Hefferman

Exhibit A

**INTERLOCAL COOPERATION AGREEMENT**

THIS INTERLOCAL COOPERATION AGREEMENT (the "Agreement") is dated , 2011 and is entered by the HOUSING AUTHORITY OF MIAMI-DADE COUNTY, FLORIDA (the "Authority"), a separate public body corporate and politic organized and existing under the Constitution and the laws of the State of Florida, and MIAMI-DADE COUNTY, FLORIDA (the "County"), a political subdivision of the State of Florida.

W I T N E S S E T H

WHEREAS, pursuant to the Constitution of the State of Florida, the Florida Housing Finance Authority Law, Chapter 159, Part IV, Florida Statutes, as amended and the County's Code (collectively, the "Act"), the County and the Authority, respectively, are authorized to establish affordable housing programs that assist low and moderate income individuals; and

WHEREAS, this Agreement is being entered into pursuant to Section 163.01, Florida Statutes, as amended from time to time; and .

WHEREAS, the County supports the Authority by providing services such as administering the Authority's funds and providing certain benefits and payroll services; and

WHEREAS, the County and Authority wish to reduce the scope of services provided by the County to the Authority so as to allow the Authority to operate in the same manner as other housing authorities in the State as well as other authorities located within the County, ,

NOW, THEREFORE, in consideration of the benefits to each set forth in this Agreement and with the intent to be legally bound, the Authority and the County agree as follows:

Section 1. Employee Benefits

1.1 All current and retired Authority employees shall continue to receive the County non-monetary benefits each received as of the date of this Agreement, subject to the remittance of the applicable premiums, if applicable, by the Authority to the County in accordance with Section 2 of this Agreement. The County shall allow all retired and eligible Authority employees the right to participate in all of the County's group medical, dental, vision, and life insurance benefits programs (the "Benefits Programs") under the same provisions and rates available to County employees from time to time, including any group health insurance coverage available to employees with executive benefits who have retired or will retire under the Florida Retirement System (the "FRS") or otherwise during the term of this Agreement. Eligible Authority

employees may also participate in the annual insurance Open Enrollment activities available to County employees.

1.2 Full time, regular Authority employees, or part-time employees who work a minimum of sixty (60) hours biweekly on a regular basis, shall be eligible for group insurance coverage on the first day of the month following or coincident with ninety (90) days of continuous active, eligible service with the Authority. An eligible Authority employee shall submit completed applications to the Benefits Administration Unit of the County prior to the employee's eligibility date, but in no event later than thirty (30) days from the employee's initial eligibility date. If an application is received within this thirty (30) day grace period, coverage shall become effective the first day of the month following receipt.

1.3 The same dependent eligibility rules applicable to County employees shall apply to Authority employees who wish to maintain or obtain dependent insurance coverage. Authority employees shall be responsible for submitting proof of dependent eligibility with their initial request, and thereafter as required by the County or health plan. Employees who wish to add or delete dependents during the plan year may only do so in the event of a qualifying event as defined by Section 125 of the Internal Revenue Code. (This would include birth, adoption, marriage, divorce, and death.) The Authority employee must submit the request and required documentation to the County's Benefits Administration Unit within thirty (30) days (60 days for newborns) of the qualifying event.

## Section 2. Premium Remittance

2.1 The County's Benefits Administration Unit (the "Benefits Unit") shall prepare an annual schedule of biweekly charges for medical, dental, vision, and life insurance premiums for eligible Authority employees previously identified by the Authority for the period from October 1 to September 30 and submit it to the Authority no later than the preceding September 15 of each year. The schedule will include an administrative fee for the administration and processing of benefit coverage for eligible Authority employees and administering an escrow account described in Section 5, equal to one percent (1%) of the total cost of the Benefits Programs for the annual period from October 1 to September 30 to be provided to eligible and enrolled Authority employees in accordance with Section 1 of this Agreement. The administrative fee shall be paid to the County by the Authority not later than October 15 of each year. The Benefits Unit shall update the schedule each time it receives any changes from the Authority pursuant to Section 3.1 and submit it to the Authority within ten (10) days of its receipt of the changes.

2.2 The Authority shall be responsible for the collection of premiums from its enrolled employees and the remittance of the full bi-weekly premiums in accordance with the County's schedule to the County no later than the Friday following the end of the applicable County pay period regardless of the Authority's own pay schedule. Repeated failure by the Authority to remit premiums and other payments due pursuant to the Benefits Programs to the County's Benefits Unit (or any other unit, department or section designated by the County in writing) on a timely basis may result in termination of coverage for all enrolled Authority employees upon fifteen (15) day written notice to the Authority from the County and the

Authority's failure to make the payment not later than ten (10) days from receipt of the written notice of non-payment from the County.

Section 3. Authority Responsibilities

3.1 The Authority agrees to comply with all guidelines and eligibility requirements for the Benefits Programs. The Authority shall provide a written list of its current employees and retired employees still participating in the Benefits Programs and their corresponding Benefits Programs to the County's Benefits Administration Unit within ten (10) days of the date of this Agreement. On a monthly basis, the Authority shall notify the County's Benefits Administration Unit of any changes in employment or benefit status of Authority employees enrolled in the Benefits Programs. This includes resignations, terminations, reduction in work hours or any similar action.

3.2 The Authority shall advise the County's Benefits Administration Unit, in writing, on a monthly basis, of any salary changes for its employees to allow for adjustments to the life insurance coverage and premiums, if any.

3.3 The Authority agrees to accept any and all changes in medical, dental, vision, and life insurance rates the County negotiates with its insurance vendors.

3.4 The Authority agrees that the County has the authority to change the providers and benefit provisions of the Benefits Programs at any time as it deems necessary, providing the changes are consistent with the changes made to other participants in the plan.

3.5 The Authority agrees to provide any information not prohibited by law, requested by the County's insurance vendors which said vendors deem necessary to determine the risk profile of the Authority's employees.

3.6 The Authority agrees to comply with the provisions of County Administrative Order 10-11 regarding Privacy Standards.

Section 4. Payroll; Funds

4.1 The Authority shall set salaries for its employees annually. The Authority shall pay its employees directly and shall be responsible for all federal and state deductions and contributions required of employers.

4.2 The Authority shall maintain its own funds and accounts, other than the escrow account held by the County pursuant to Section 5, and shall provide for an annual audit pursuant to applicable law.

Section 5. FRS. The Authority shall be primarily responsible for making the annual contributions to the FRS (the "Retirement Payments") for Authority employees from its own funds. The County authorizes the Authority to obtain a separate retirement contribution reporting number. The County acknowledges that it remains primarily obligated to make the Retirement

Payments in the event the Authority fails to do so for any reason. As security for the Retirement Payments, the Authority shall establish an escrow account to be held by the County. The escrow account shall at all times be funded in an amount that equals one third of the Authority's estimated Retirement Payments as determined in its budget for each fiscal year (the "Escrow Fund Requirement"). Initially, the Authority shall deposit \$ \_\_\_\_\_ in the account which represents one third of its current estimated Retirement Payments for the Authority's fiscal year ending September 30, 2012. At the beginning of each fiscal year of the Authority, the estimated Authority Retirement Payments for that fiscal year shall be sent to the County in writing and adjustments to the funds on deposit in the escrow account shall be made accordingly. If such funds are less than the Escrow Fund Requirement, the Authority shall deposit the difference in the escrow account no later than October 30 of that fiscal year. In the event the funds on deposit in the escrow account exceed the Escrow Requirement, the excess funds shall be withdrawn by the County and paid to the Authority by October 30 of that fiscal year. Other than as provided in the previous sentence, the County shall withdraw funds from the escrow account only to make any Retirement Payments on behalf of the Authority and for no other reason.

Section 6. Notices; Termination

6.1 All notices shall be in writing and shall be deemed validly given if sent by certified mail, return receipt requested; hand delivered; or overnight delivery addressed as follows (or any address a party designates in writing to the other party):

County	Office of the County Mayor Miami-Dade County 111 NW First Street, Suite 2910 Miami, FL 33128
Copied	County Attorney's Office Miami-Dade County 111 NW First Street, Suite 2810 Miami, FL 33128
Authority	Director Housing Finance Authority of Miami-Dade County 7300 NW 19 <sup>th</sup> Street, Suite 501 Miami, Fl. 33126

Unless otherwise required by law, any notice sent pursuant to this Agreement shall (subject to proof of receipt or refusal of same) be deemed to have been delivered same day if hand-delivered, on the next day if sent by overnight courier, or on the day of receipt or refusal, if sent by certified or registered mail.

6.2 Should the Authority violate any of the provisions in Section 2 or Section 3, the County shall provide the Authority with written notice of the alleged violations including a statement that within 30-days of receipt of the notice, the Authority shall cure the violation. If the violation is of a type that cannot be cured within that period, the Authority shall notify the County in writing specifying the reason and the additional time required to cure the violation.



County shall not unreasonably deny additional time to allow for cure. Failure of the Authority to cure the violation within 30-days of receipt of the notice, or within an agreed-upon specified time shall result in termination of this Agreement.

Section 7. Entire Agreement; Modification

7.1 This Agreement may be modified only by an amendment in writing signed and sealed by the Authority and County.

7.2 This document contains the entire Agreement of the County and the Authority and supersedes any prior oral or written representations with respect to Program Benefits, Authority payroll and funds; and FRS. No representations were made or relied upon by either party, other than those that are expressly set forth in this Agreement.

7.3 No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this Agreement.

Section 8. Indemnification. The Authority shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's 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 terms of this Agreement. The Authority 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. This indemnification shall not apply if the claim, suit, or action arises solely from the County's own active negligence.

Section 9.

to be invalid, illegal, or otherwise unenforceable under State Law, such provision, paragraph, sentence, word or phrase shall be deemed modified or severed to the extent necessary in order to conform with such Law with the balance of this Agreement remaining unmodified and in full force and effect. Term; Effective Date. This Agreement shall be effective upon its execution and shall continue in full force and effect until terminated by either party.

Section 10. Termination. This Agreement may be terminated upon ninety (90) days written notice to the other party. The Authority agrees to pay the County any outstanding payments due to the County under this Agreement through the date of termination on or prior to the termination date.

Section 11. Governing Law; Venue; Attorney's Fees. This Agreement shall be construed in accordance with the Laws of the State of Florida ("State Law"). Exclusive venue for any litigation arising out of this Agreement shall be in Miami- Dade County, Florida, and the prevailing party shall be entitled to recover its attorney's fees and costs including fees and

expenses charged for representation at trial and for any appeals. Each party knowingly, voluntarily and irrevocably waves its right to trial by jury.

Section 10. Severability. Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction

Section 11. Waiver. The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

ATTEST (Seal)

MIAMI-DADE COUNTY, FLORIDA

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
County Mayor

Approved as to form  
and legal sufficiency:

\_\_\_\_\_  
Assistant County Attorney

ATTEST (Seal)

HOUSING FINANCE AUTHORITY OF  
MIAMI-DADE COUNTY, FLORIDA

By: \_\_\_\_\_  
Director

By: \_\_\_\_\_  
Chairman