

Date: August 31, 2020

Agenda Item No. 8(L)(2)

To: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

Subject: Intergovernmental Agreement with Florida International University for Study to Increase Economic Growth and Improve Income Distribution in Miami-Dade County

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the attached resolution which provides for the following:

- Ratifies the execution by the County Mayor's designee of a one-year Intergovernmental Agreement (Agreement) with Florida International University Board of Trustees (FIU), authorized pursuant to Sections 2-9 and 2-10 of the Code of Miami-Dade County (Code), which was entered into for a study that will offer recommendations on how to increase economic growth and improve income distribution in Miami-Dade County (Study).
- Authorizes the County Mayor or the County Mayor's designee to extend term of the Agreement for up to an additional six months, at no cost to the County, for FIU to complete the study.

Scope

The impact of this item is countywide in nature.

Fiscal Impact/Funding Source

The Agreement will have an allocation of \$50,000.00 and will be covered by proprietary fees in the Department of Regulatory and Economic Resources.

Track Record/Monitor

The Director of the Center for Economic Research, Full Professor Jorge Salazar-Carrillo, together with a research group in the Economics Department at FIU will complete the Study. The scope is detailed in Appendix A to the attached Agreement. The Department of Regulatory and Economic Resources' Planning Division, headed by Jerry Bell, Assistant Director, will manage this Agreement.

Background

On January 25, 2007, the Board adopted Resolution No. R-69-07, directing the Administration to explore contracting opportunities with local universities. FIU has offered to provide a Study that will offer the Mayor and Board of County Commissioners recommendations to increase economic growth and improve income distribution in Miami-Dade County by specifically looking at production, income, employment and earnings multipliers to identify the economic activities that would add the largest economic contributions to the economy of Miami-Dade County. The Study will also identify the social accounting matrix, representing all economic transactions that take place within Miami-Dade County, to assist with the determination of income distribution in the County. This Study and its deliverables will also help inform the Planning Division's update of the Comprehensive Development Master Plan's (CDMP) Economic Element, which is being conducted as part of the larger Evaluation and Appraisal Report (EAR) effort. As stated in the CDMP, "the overarching aims of the Economic Element are to expand and further diversify the Miami-Dade economy, provide employment for all who want to work, and increase income and wealth."



Jack Osterholt
Deputy Mayor



MEMORANDUM

(Revised)

TO: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

DATE: August 31, 2020

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 8(L)(2)

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
- ☐ Statement of social equity required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☐ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____ 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. 8(L)(2)
8-31-20

RESOLUTION NO. _____

RESOLUTION RATIFYING THE EXECUTION BY THE MAYOR OR MAYOR'S DESIGNEE OF AN INTERGOVERNMENTAL AGREEMENT WITH FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES ON BEHALF OF ITS CENTER FOR ECONOMIC RESEARCH FOR A STUDY TO INCREASE ECONOMIC GROWTH AND IMPROVE INCOME DISTRIBUTION IN MIAMI-DADE COUNTY FOR A ONE-YEAR TERM IN A TOTAL AMOUNT NOT TO EXCEED \$50,000.00; AUTHORIZING THE MAYOR OR THE MAYOR'S DESIGNEE TO EXTEND THE AGREEMENT FOR UP TO SIX MONTHS AT NO COST TO THE COUNTY; AND AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXERCISE ANY AND ALL PROVISIONS THEREOF, INCLUDING THE TERMINATION PROVISIONS CONTAINED THEREIN

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

WHEREAS, Sections 2-9 and 2-10 of the Miami-Dade County Code permits the County Mayor to enter into contracts on behalf of the County with municipalities and other governmental units,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board ratifies the execution by the County Mayor or County Mayor's designee of an Intergovernmental Agreement ("Agreement"), authorized pursuant to Sections 2-9 and 2-10 of the Code of Miami-Dade County, attached hereto and made a part hereof, in the amount not to exceed \$50,000.00 with the Florida International University Board of Trustees, for a one-year term and authorizes the County Mayor

or County Mayor's designee to extend the Agreement for up to six additional months at no cost to the County and to exercise all the provisions thereof, including the termination provisions contained therein.

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:

Audrey M. Edmonson, Chairwoman

Rebeca Sosa, Vice Chairwoman

Esteban L. Bovo, Jr.

Jose "Pepe" Diaz

Eileen Higgins

Joe A. Martinez

Dennis C. Moss

Xavier L. Suarez

Daniella Levine Cava

Sally A. Heyman

Barbara J. Jordan

Jean Monestime

Sen. Javier D. Souto

The Chairperson thereupon declared the resolution duly passed and adopted this 31st day of August, 2020. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the 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.



Hugo Benitez

**INTERGOVERNMENTAL AGREEMENT BETWEEN
MIAMI-DADE COUNTY AND
FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES**

THIS AGREEMENT made and entered into as of this day of April 13, 2020 by and between The Florida International University Board of Trustees, (hereinafter referred to as "FIU"), a public body corporate of the State of Florida, having its principal office at 11200 SW, 8th Street, Miami, Florida 33199 (hereinafter referred to as the "FIU"), and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 N.W.1Street, Miami, FL 33128 (hereinafter referred to as the "County"),

WITNESSETH:

WHEREAS, FIU has offered to provide a study to increase economic growth and improve income distribution in Miami-Dade County (the Study) that shall conform to the Project Scope and Pricing Summary (Appendix A); all related attachments, incorporated herein by reference; and the requirements of this Agreement; and

WHEREAS, FIU has agreed, to develop on a non-exclusive basis, a production, income, employment and earnings multipliers to identify the economic activities that would add the largest economic contributions to the economy of Miami-Dade County and would also identify the social accounting matrix that determines the income distribution in the County; and

WHEREAS, FIU has the capability to provide highly qualified instructors and facilitators for the Program; and

WHEREAS, the County has determined that FIU has the requisite qualifications to provide the services contracted for herein in furtherance of the County's Results Oriented Government philosophy and its goals, and in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, the parties, for and in consideration of mutual covenants and agreements herein contained, agree as follows:

ARTICLE 1. DEFINITIONS

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

- a) The words "Contract or Agreement" to mean collectively these terms and conditions, the Project Scope and Pricing Summary (Appendix A).
- b) The words "Contract Date" to mean the date on which this Agreement is effective as set forth in Article 2.
- c) The words "Contract Manager" to mean Miami-County's Assistant Director, Planning Division, Department of Regulatory and Economic Resources, or the duly authorized representative designated to manage the Contract.
- d) The word "FIU" to mean Florida International University Board of Trustees and its permitted successors.

ARTICLE 2. TERM OF AGREEMENT

The term of the Agreement is for one (1) year, and shall commence on the date shown on the page one (1), unless either party decides to terminate the Agreement. Pursuant to Sections 2.9 and 2.10 of the Code of Miami-Dade County, this Agreement is subject to ratification by the Board of County Commissioners (BCC).

ARTICLE 3. PAYMENT FOR SERVICES

This Agreement requires the issuance of a Work Order by the County for services to be requested and performed and for payment to be made for services. FIU and County shall negotiate the parameters of the Work Plan, outlining the services to be provided by FIU. The Work Plan will be prepared for the one-year Agreement and will set forth, at a minimum, the tasks to be performed and the deliverables. The expenditures will not exceed \$50,000. The total value of the services to be provided by FIU will be \$50,000, which account for a completed study, including a final report providing the results as outlined in Appendix A.

FIU shall provide the services set forth in the Appendix A and in any subsequent Work Order, and render full and prompt cooperation with the County in all aspects of the Services performed hereunder. All things not expressly mentioned in this Agreement, but necessary to carrying out its intent are required by this Agreement, and FIU shall perform the same as though they were specifically mentioned, described and delineated. FIU shall furnish all labor, materials, tools, supplies, and other items required to perform the work and services that are necessary for the completion of this Agreement.

The County does hereby retain FIU to furnish research services to the County relating to this Study. FIU shall perform such services to the best of its ability, pursuant to specific and individual Work Orders issued by the County.

Invoices and associated back-up documentation shall be submitted by the FIU to the County as follows:

Miami-Dade County
Jerry Bell, Assistant Director, Planning Division
Department of Regulatory and Economic Resources
111 NW First Street,
12th Floor
Miami, FL 33128

ARTICLE 4. AMENDMENTS TO AGREEMENT

This Agreement contains the entire Agreement of the parties and there are no conditions or limitations to this undertaking except those stated herein. After the execution hereof, no alterations, change or modification hereof shall be binding or effective unless executed in writing and signed by all parties hereto.

ARTICLE 5. INDEMNIFICATION AND INSURANCE

FIU shall indemnify and hold harmless the County and its officers, employees, agents and Instrumentalities from any and all liability, losses or damages, including reasonable attorney's fees and costs of defense, which County 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 the Agreement by FIU. Provided, however, this indemnification shall only be to the extent and within the limitations of Section 768.28 Florida Statutes, subject to the provisions of the Statute whereby FIU shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$200,000, or any claim or judgment or portions thereof, which when totaled with all other claims or judgments paid by the Provider arising out of the same incident or occurrence, exceed the sum of \$300,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise as a result of the negligence of FIU.

ARTICLE 6. AUTHORITY OF THE COUNTY'S CONTRACT MANAGER

- a) FIU hereby acknowledges that the County's Contract Manager will determine in the first Instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the FIU's Proposal; questions as to the interpretation of the Work Plan; and claims for damages, compensation and losses.
- b) FIU shall be bound by all determinations or orders and shall promptly obey and follow every order of the Contract Manager, including the withdrawal or modification of any previous order and regardless of whether the FIU agrees with the Contract Manager's determination or order. Where orders are given orally, they will be issued in writing by the Contract Manager as soon thereafter as is practicable.
- c) The Parties will attempt in good faith to resolve any dispute or claim arising out of or in relation to this Agreement through negotiations between the Contract Manager and FIU representative with authority to settle the relevant dispute. FIU must, in the final Instance, seek to resolve every difference concerning the Agreement with the Contract Manager. In the event that the FIU and the Contract Manager are unable to resolve their difference, FIU may initiate a dispute in accordance with the procedures set forth in this Article. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.

ARTICLE 7. TERMINATION AND SUSPENSION OF WORK

- a) This Agreement shall be terminated by either party without cause, by giving thirty (30) days advance written notification of said termination delivered to the other party.
- b) The County may terminate this Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the County through fraud, misrepresentation or material misstatement.

In addition to cancellation or termination as otherwise provided in this Agreement, the County may at any time, in its sole discretion, with or without cause, terminate this Agreement by written notice to the FIU and in such event:

- c) FIU shall, upon receipt of such notice, unless otherwise directed by the County:
 - I. stop work on the date specified in the notice. ("the Effective Termination Date");
 - II. take such action as may be necessary for the protection and preservation of the County's materials and property;
 - III. cancel orders;
 - IV. assign to the County and deliver to any location designated by the County any non-cancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement and not incorporated in the Services;
 - V. take no action which will increase the amounts payable by the County under this Agreement; and
- d) In the event the County exercises its right to terminate this Agreement pursuant to this Article the FIU will be compensated as stated in the Work Plan, herein, for the portion of the Services completed in accordance with the Agreement up to the Effective Termination Date.

ARTICLE 8. NOTICE REQUIREMENTS

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax and followed with delivery of hard copy; and in any case addressed as follows:

To the County

Miami-Dade County
Planning Division, Department of Regulatory and Economic Resources
111 NW First Street, 12th Floor
Miami, FL 33128
Attention: Jerry Bell, Assistant Director, Planning Division
Phone: (305) 375-2833,

To FIU

Florida International University
11200 SW 8th Street, MMC, DM-319B
Miami, Florida 33199
Attention: Dr. Jorge Salazar-Carrillo,
Director and Professor
Phone: (304) 348-3283

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

ARTICLE 9. PATENT AND COPYRIGHT INDEMNIFICATION

- a) FIU states that it shall require its employees who provide deliverables pursuant to this Agreement to ensure that the same is their original work product. If the deliverables become, or in FIU's reasonable opinion are likely to become, the subject of any intellectual property infringement claim or action, FIU shall, at FIU's election: (i) procure for COUNTY the right to continue using the deliverable; (ii) subject to COUNTY's written consent, modify the deliverable to render it non-infringing; or (iii) subject to COUNTY's written consent, replace the deliverable with equally suitable, functionally equivalent, compatible, non-infringing work product. COUNTY will not unreasonably withhold written consent. If none of the foregoing is commercially reasonable or acceptable to COUNTY, FIU shall be considered to have materially breached the Agreement and FIU shall promptly refund to COUNTY all amounts paid by COUNTY for any non-conforming deliverables.
- b) FIU shall require that subcontractors disclose if they are a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any Injunction which may prohibit it from providing any Deliverable hereunder. FIU shall enter into agreements with all suppliers and subcontractors at FIU's own risk. The County may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the County's mutual judgment, use thereof would delay the Work or be unlawful.

ARTICLE 10. GOVERNING LAW

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. Venue shall be Miami-Dade County.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date herein above set forth.

FIU

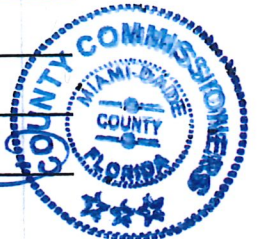
By: Name: Kenneth G. FurtonTitle: Provost and Executive Vice PresidentDate: 3/9/2020Attest: 

Corporate Secretary/Notary

County

By: Name: Deputy Mayor of Rachel WhitTitle: DirectorDate: 4/13/2020Attest: 

Clerk of the Board



Corporate Seal/Notary
(if applicable)



Approved as to form and legal sufficiency:


Assistant County Attorney

Appendix A - Scope of Services and Pricing

A STUDY TO INCREASE ECONOMIC GROWTH AND IMPROVE DISTRIBUTION IN MIAMI-DADE

The economy of the Miami-Dade Metropolitan Statistical Area is greater than those of 22 states in the Union, as well as the District of Columbia. It is also larger than any Latin American country, with the exception of Mexico, Brazil and perhaps Argentina. In order to improve the social and economic outcomes in Miami-Dade, it is essential to study its economy in detail.

There were early attempts in the late 1950s to try to determine the economic base of Miami-Dade County, and its multiplier effect over the rest of its economy. More than a decade ago the Greater Miami Chamber of Commerce requested the first sectoral study of Its economy. This effort has recently been updated, but it is based on business surveys, rather than on economic and statistical techniques. We are proposing a more comprehensive and technically oriented study, based on the myriad activities that characterize the Miami-Dade economy. This would establish which have the largest Impact in generating production, income and employment and how well they are distributed.

The tool being proposed has a long and well proven history. Input-Output (1-0) was developed in the 1940's. A 1-0 table for the United States was published by Nobel Laureate Wasslly Leontieff in 1951. Following this lead, the technique not only spread throughout the world, but has been applied at the regional and local levels. The Bureau of Economic Analysis of the U.S. Department of Commerce keeps a body of regional 1-0 tables, which it updates regularly. Thus it would be possible to adapt their effort, as well as other sources, to the compilation of Input-Output multipliers for Miami-Dade County. It is our proposal to develop such production, income, employment and earnings multipliers for the County, and to use them to identify the economic activities that would add the largest economic contributions to the economy of Miami-Dade. These would present its government with opportunities to spread production, employment and earnings, through their backward and forward linkages, to the rest of its economy. The research would also identify the social accounting matrix, representing all economic transactions that take place within Miami-Dade County, to assist with the determination of income distribution in the County.

The project would be undertaken by the Director of the Center for Economic Research, Full Professor Jorge Salazar-Carrillo, together with a research group in the Economics Department at Florida International University (FIU). The cost of the project is estimated to be \$50,000 distributed according to the following budget.

Budget

Personnel	\$40,000
Word Processing	5,000
Travel and Consulting	2,500
Incidentals	2,500
Total	\$50,000

Deliverables

The study to be produced by FIU will provide a slew of results that could lead to economic policy measures by the Miami-Dade County government as well as actions by the business community. Particularly relevant would be those economic activities that would generate the highest employment, earnings and tax multipliers, through their overall backward and forward linkages. The study, based on the use of the aforementioned economic analysis tools, would generate the total value added (gross county product) and particularly the factor incomes resulting from the expansion of these economic sectors, as well as their distribution. The impact on government revenues would also be determined.

Resources

The budget above implies that two part-time research assistants would be needed, that would be selected from our promising economic PH.D. students (or alternatively a full-time recent PH.D. graduate). A part-time secretary will be required as well. No space would be needed for the project. Finally, some Consultants would provide advice throughout the process, particularly as sounding boards, which requires resources for travel as well.