OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

# MEMORANDUM

Agenda Item No. 11(A)(7)

**TO:** Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

**DATE:** July 1, 2014

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

**SUBJECT:** Resolution authorizing County Mayor to execute inter-local agreement between Miami-Dade County, Miami-Dade Public Schools, and Miami Dade College to share small business vendor information
Resolution No. R-629-14

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Barbara J. Jordan and Co-Sponsor Vice Chair Lynda Bell.

R. A. Cuevas, Jr.
County Attorney

RAC/lmp

# MEMORANDUM
**(Revised)**

**TO:** Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

**DATE:** July 1, 2014

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

**SUBJECT:** Agenda Item No. 11(A)(7)

**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 Mayor'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)(7)
7-1-14

RESOLUTION NO. R-629-14

RESOLUTION AUTHORIZING COUNTY MAYOR OR MAYOR'S DESIGNEE TO EXECUTE INTER-LOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY, MIAMI-DADE PUBLIC SCHOOLS, AND MIAMI DADE COLLEGE TO SHARE SMALL BUSINESS VENDOR INFORMATION

**WHEREAS**, the mission of the Small Business Development Division ("SBD") of the Internal Services Department of Miami-Dade County (the "County"), is to provide business opportunities and technical assistance to aid small businesses in their growth and contribution to the County; and

**WHEREAS**, one of the responsibilities of SBD is tracking the certified firms which participate in the County's small business programs; and

**WHEREAS**, the County, Miami-Dade Public Schools (the "School Board"), and Miami Dade College (the "College") want to establish a centralized database to share vender information; and

**WHEREAS**, the sharing of information will establish continuity and uniformity, and improve County-wide small business certification and participation between the entities,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA,** that the Board authorizes the County Mayor or Mayor's designee to execute the attached inter-local agreement between the County, School Board, and College to share vendor information and improve County-wide small business certification and participation between the entities.

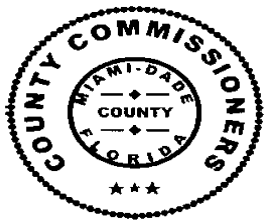
The Prime Sponsor of the foregoing resolution is Commissioner Barbara J. Jordan and the Co-Sponsor Vice Chair Lynda Bell. It was offered by Commissioner **Sally A. Heyman**, who moved its adoption. The motion was seconded by Commissioner **Dennis C. Moss** and upon being put to a vote, the vote was as follows:

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

The Chairperson thereupon declared the resolution duly passed and adopted this 1st day of July, 2014. 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: **Christopher Agrippa**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

David Stephen Hope

# INTERLOCAL COOPERATIVE AGREEMENT
# BY AND AMONG
# DISTRICT BOARD OF TRUSTEES OF MIAMI DADE COLLEGE, MIAMI-DADE COUNTY and THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA

**THIS INTERLOCAL COOPERATIVE AGREEMENT FOR THE PURPOSE OF SHARING VENDOR INFORMATION** ("Agreement") is made and entered as of the 1st day of October, 2013 ("Effective Date"), by and among the **DISTRICT BOARD OF TRUSTEES OF MIAMI DADE COLLEGE** (hereinafter referred to as "College"), a State of Florida educational institution organized under the laws of the State of Florida whose address is 11011 SW 104th Street, Miami, Florida; **MIAMI-DADE COUNTY** (hereinafter referred to the "County"), a Florida municipal corporation with a principal address of 111 NW 1st Street, Miami, Florida 33130, a political subdivision of the State of Florida; and **THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA** (hereinafter referred to as "Board"), a body corporate and public existing under the laws of the State of Florida, with its principal address at 1450 NE 2nd Avenue, #912, Miami, Florida, a political subdivision of the State of Florida (hereinafter collectively referred to as "Parties" and a single "Party").

**WITNESSETH**

**WHEREAS**, Section 163.01, Florida Statutes, the "Florida Interlocal Cooperation Act of 1969" authorizes local government units to enter into interlocal agreements for the mutual benefit of governmental units; and

**WHEREAS**, it is the goal of College's Minority and Small Business Enterprise Office, County's Regulatory and Economic Resources Department's Small Business Development Office, and Board's Office of Economic Opportunity to establish a centralized database (hereinafter referred to as "Database"), for the purpose of sharing vendor information;

**WHEREAS**, the sharing of information establishes continuity and ease of reference for the Parties, vendors, and community at large when accessing vendor information and community outreach of events from the Database;

**WHEREAS**, County shall be the custodian and manager of the Database, which shall be comprised of certified vendor information from its small business enterprise ("SBE"), community small business enterprise ("CSBE"), and community business enterprise ("CBE') programs, and provide Database information to the College and Board; and

**WHEREAS**, The School Board of Miami-Dade County, Florida, approved this Agreement at its regular Board Meeting of June 19, 2013.

**NOW, THEREFORE**, in consideration of the sum of Ten Dollars ($10.00) and mutual covenants and promises contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Initials Board _____
Initials College _____
Initials County _____

## RECITALS

The above recitals are true and correct and the Parties hereby incorporate them into this Agreement.

## DEFINITIONS

**DATABASE** - a systematized collection of data that can be electronically accessed and manipulated, maintained and managed by County for the specific purpose of gathering information as it pertains to vendor certification in SBE, CSBE and CBE programs.

**DATA** – information on vendor certification in SBE, CSBE, and CBE programs stored in a database maintained and managed by County.

**VENDOR** - an individual or business certified to provide commodities, goods, or services under the County's SBE, CSBE and CBE programs, and are doing business with the College, County and/or Board.

## TERMS

1. **TERM OF AGREEMENT:** This Agreement shall be for two (2) years from the Effective Date. The Agreement may be extended for two (2) one-year terms upon mutual written agreement of the Parties. A Party reserves the right to terminate this Agreement with the other Parties without cause, by giving thirty (30) days prior written notice to the non-termination initiating Parties.

2. **RESPONSIBILITIES OF THE PARTIES:**

2.1 **LEAD AGENCY:** County is designated as the lead agency for Database. County shall collect and gather its certified vendor information and provide such information access to College and Board.

2.2 **CERTIFICATION:** Certification of vendors information contained in the Database shall be conducted by the County. County shall make Database certification information accessible to College and Board. The Board shall follow the certification requirements of the County.

2.3 **DATABASE:** County shall be the sole custodian of the vendor information data. The vendor certification information shall be stored in a Database managed and maintained by County. College and Board shall have informational access to Database.

2.4 **DATA:**

The data that the County collects and maintains shall consist of:

2.4.1 **Vendor Information:** Firm name, contact, address, telephone number, facsimile number, certification number, expiration date of certificate, contract award, trade category code in NAICS industry standard classification numbering system and level (Level 1, 2, or 3). Board trade category level shall be categorized as a Level 1.

Initials Board _____
Initials College _____
Initials County _____

2.5 **STAFF APPOINTEE:** Parties shall designate a person to act under the direction of and on behalf of the respective Party. Such person shall be designated by the Director or Manager of the College's Minority and Small Business Enterprise Office, County's Small Business Development Office, and the School Board's Office of Economic Opportunity, respectively.

2.6 **MEETINGS:** The respective designated representative or staff appointees shall meet on an as need basis at a mutually agreeable place, date and time for a minimum of six (6) times in a calendar year. The purpose of these meetings is to share information. The ultimate decision making authority shall rest with each Party's board. It is not the intention of the Parties that this group be considered an advisory group for or to any of the Parties contained herein. At the meetings, the Parties shall discuss, but not be limited to, the following:

2.6.1 **Vendor Information:** Vendor certification, registration, contract awards, reports, concerns, complaints, improvements, and suspensions.

2.6.2 **Community Outreach Information:** Upcoming events, networking, suggestions, complaints, and concerns.

2.7 **REPORTS:** Parties shall report quarterly to each Party the number of vendors certified based on commodities and total contracts awarded.

2.8 **COSTS:** There are no costs associated with this Agreement.

3. **MERGER AND MODIFICATION OF AGREEMENT:** This Agreement constitutes the entire agreement among the Parties. There are no understandings, agreements, or representations, oral or written, not specified within this Agreement. This Agreement may not be modified, supplemented or amended, in any manner, except by written agreement executed by the governing bodies of the Parties.

4. **ENTIRE AGREEMENT:** It is understood and agreed that this Agreement contains the complete understanding and agreement of the Parties. No stipulation, agreement or understanding shall be valid or enforceable unless contained in this Agreement. No representations or statements made by any employee, agent or representative of either Party shall be binding on either Party as a warranty or otherwise, except as expressly set forth herein.

5. **ASSIGNMENT:** This Agreement may not be assigned without the prior written agreement of the Parties. If a Party tries to make such an assignment, such purported assignment shall be deemed null and void and shall constitute a condition of default.

6. **GOVERNING LAW; VENUE:** This Agreement is governed by, and construed in accordance with the laws of the State of Florida. In the event of litigation, venue for any claim shall hereby lie exclusively in a court of competent jurisdiction located in Miami-Dade County, Florida.

7. **DEFAULT:** If the Parties fail to fulfill or comply with any of the terms or conditions of the Agreement, in whole or in part, the Parties may take action in accordance with the Termination clause of this Agreement.

Initials Board _____
Initials College _____
Initials County _____

8. **ACCESS TO RECORDS/FLORIDA'S PUBLIC RECORDS LAWS:** This Agreement is subject to Florida's Public Records Laws, Chapter 119, Florida Statutes. The Parties understand the broad nature of these laws and agrees to comply with Florida's Public Records Laws and laws relating to records retention. The Parties shall keep records to show its compliance with program requirements. The Parties must make available, upon request of the Party or Parties, a federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, any books, documents, papers, and records of the Party(ies) which are directly pertinent to this specific Agreement for the purpose of making audit, examination, excerpts, and transcriptions. The parties shall maintain records related to this Agreement in accordance with all applicable Florida Statutes.

9. **AUDIT:** All records, regardless of physical form, of the Parties relevant to this Agreement are subject to examination by Management and Audit Department of the Parties. The Parties shall maintain all such records for at least three (3) years following completion of this Agreement.

10. **PAYMENT OF TAXES TO STATE:** The County, College and Board are not responsible for and shall not pay local, state, or federal taxes.

11. **SEVERABILITY:** If any term of this Agreement is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms is unaffected, and, if possible, the rights and obligations of the parties are to be construed and enforced as if Agreement did not contain that term.

12. **FORCE MAJEURE:** Parties are not responsible for delay or default caused by fire, flood, riot, acts of God or war if the event is beyond Parties reasonable control and Parties give notice immediately upon occurrence of the event causing the delay or default or that is reasonably expected to renew this Agreement at least 60 days before the scheduled termination date.

13. **TERMINATION OF AGREEMENT:** Each Party reserves the right to terminate this Agreement at any time and for any reason, upon giving thirty (30) days written notice to the other Parties. If said Agreement should be terminated for convenience as provided herein, each Party shall be relieved of all obligations under this Agreement.

14. **WRITTEN NOTICE DELIVERY:** Any notice required or permitted to be given under this Agreement by one Party to the other Parties ("Notice") shall hereby be in writing and shall hereby be given and deemed to have been given immediately if delivered in person to the recipient's address set forth in this section or on the date shown on the certificate of receipt if placed in the United States mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the receiving Party at the address hereinafter specified.

**PARTIES Address:**

**College's Address:** College for all purposes under this Agreement and for all Notices hereunder shall hereby be:

**College Agency:** District Board of Trustees of Miami Dade College
**Attn: Eduardo Padrón, College President**
MDC Wolfson Campus
300 N.E. 2nd Avenue
Miami, FL 33132

Initials Board AMC
Initials College EP
Initials County _____

| | |
|---|---|
| | Minority and Small Business Enterprise |
| Contact's Name/Title: | **Sheldon Edwards, Manager** |
| Address: | 11011 SW 104th Street |
| | Miami, Florida 33176 |
| Telephone #: | 305-237-0010 |

**And a copy to:** Office of Legal Affairs
300 N.E. 2nd Avenue, Room 1453
Miami, Florida 33132

**County's Address:** The address for County for all purposes under this Agreement and for all Notices hereunder shall hereby be:

**County Agency:** Miami-Dade County Department of Regulatory and Economic Resources
**Attn: Jack Osterholt, Deputy Mayor/Director**
111 N.W. 1st Street, 29th Floor
Miami, FL 33128

| | |
|---|---|
| | Small Business Development |
| Contract's Name/Title: | **Veronica Clark, Assistant to the Director,** |
| Address: | 111 N.W. 1st Street, 19th Floor |
| | Miami, Florida 33128 |
| Telephone #: | 305-375-3123 |

**And a copy to:**
Office of the County Attorney
111 NW First Street, Suite 2800
Miami, Florida 33128-1993

**Board's Address**. The address for the School Board for all purposes under this Agreement and for all Notices hereunder shall hereby be:

**Board Agency:** The School Board of Miami-Dade County, Florida
**Attn: Alberto M. Carvalho, Superintendent**
1450 N.E. Second Avenue, Suite 912
Miami, Florida 33132

**With a copy to:**

| | |
|---|---|
| | The School Board of Miami-Dade County, Florida |
| Department: | Office of Economic Opportunity |
| Director: Attention: | **Brian A. Williams, Director** |
| Address: | 1450 N.E. Second Ave., Suite 428 |
| | Miami, FL 33150 |

Initials Board MC
Initials College EJ
Initials County _____

**And a copy to:**

The School Board of Miami-Dade County, Florida
ATTN: Walter J. Harvey, Esquire
School Board Attorney
1450 N.E. Second Avenue, Suite 430
Miami, Florida 33132

15. **COUNTERPARTS:** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Signature and acknowledgments pages, if any; may be detached from the counterparts and attached to a single copy of this document to physically form one document.

[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK]

Initials Board _____
Initials College _____
Initials County _____

**IN WITNESS HEREOF,** the Parties have executed this Agreement in triplicate originals on the date first above written.

**MIAMI-DADE COUNTY**

_____
Carlos Gimenez, Mayor
111 NW 1st Street, Suite 2900
Miami, FL 33128
305-375-5071
Dated: _____

Approved as to form & legal sufficiency

By: _____ 03/10/14
County Attorney

Initials Board _____
Initials College _____
Initials County _____

**DISTRICT BOARD OF TRUSTEES OF MIAMI DADE COLLEGE**

By: _____
Eduardo Padrón, College President
300 N.E. 2nd Avenue
Miami, Florida 33132
305-237-3316
Dated: 11/4/13

Approved as to Form and Legal Sufficiency

By: _____ 9/30/13
Carmen Dominguez
Legal Counsel

Initials Board _____
Initials College _____
Initials County _____

**THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA**

**By:** _____
Alberto M. Carvalho, Superintendent of Schools
1450 N.W. 2nd Street, Suite 926
Miami, Florida 33132
305-995-2940
Dated: 1/29/14

To the School Board:
Approved as to Form and Legal Sufficiency

By: _____ 10/13/13
School Board Attorney

Initials Board _____
Initials College _____
Initials County _____