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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

MEMORANDUM

Agenda Item No. 8(I)(2)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: June 7, 2016

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Resolution approving the terms and authorizing the County Mayor to execute Memoranda of Agreement between the Florida Department of Corrections and Miami-Dade County to establish and maintain support during an actual or anticipated emergency and/or escape from Florida Department of Corrections Facilities located within Miami-Dade County, specifically herein, the South Florida Reception Center and Dade Correctional Institution; authorizing the County Mayor to execute the same or similar memoranda of agreement with the Florida Department of Corrections for support at other institutions; authorizing the County Mayor to exercise termination provisions contained therein

Resolution No. R-478-16

The accompanying resolution was prepared by the Miami-Dade Police Department and placed on the agenda at the request of Prime Sponsor Commissioner Barbara J. Jordan and Co-Sponsor Commissioner Sally A. Heyman.

Abigail Price-Williams
County Attorney

APW/cp

Memorandum

MIAMI-DADE COUNTY

DATE: June 7, 2016

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

FROM: Carlos A. Gimenez
Mayor

SUBJECT: Resolution Authorizing Execution of Memoranda of Agreement between the Florida Department of Corrections and Miami-Dade County

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Recommendation

It is recommended that the Board of County Commissioners (Board) approve the attached resolution authorizing the County Mayor or County Mayor's designee to execute Memoranda of Agreements (Agreements) between the Florida Department of Corrections and Miami-Dade County through the Miami-Dade Police Department (MDPD). The purpose of these Agreements is to provide support during an actual or anticipated emergency, and/or escape from a Florida Department of Corrections' facility located within Miami-Dade County, and specifically herein for the South Florida Reception Center and Dade Correctional Institution. The Agreement for each of these facilities is effective for a period of five (5) years upon execution through March 30, 2021.

Scope

The Agreements will authorize the MDPD to provide support to the Florida Department of Corrections during an actual or anticipated emergency and/or escape that occurs within Miami-Dade County. Therefore, the impact is countywide.

Delegation of Authority

Upon approval by the Board, the County Mayor or County Mayor's designee will have the authority to execute the agreements and to exercise the termination provisions contained therein.

Fiscal Impact/Funding Source

There is no fiscal impact to Miami-Dade County.

Track Record/Monitor

The Agreements will be monitored by Juan Perez, Director of the MDPD, to ensure that the MDPD provides the necessary response to the Florida Department of Corrections in accordance with the requirements of the Agreements. Additional Command Staff may be assigned depending on the type of support necessary for the response.

Background

The MDPD has established and maintains longstanding partnerships with correctional agencies both at the county level, via the Miami-Dade Department of Corrections and Rehabilitation, and the state level, via the Florida Department of Corrections. In the event that the Florida Department of Corrections experiences or anticipates an emergency and/or an escape from a facility located in Miami-Dade County, this state agency depends upon support from the MDPD due to MDPD's number of highly

trained sworn personnel and the department's specialized capacity, which may include crisis negotiators, crime scene investigators, K-9, and Aviation services, as well as communications capabilities.

Throughout the course of day-to-day law enforcement operations, this partnership is extremely important to the Florida Department of Corrections and, more importantly, for the public safety of our community.

Russell Benford
Deputy Mayor

MEMORANDUM

(Revised)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: June 7, 2016

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 8(I)(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 ____, 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. 8(I)(2)
6-7-16

RESOLUTION NO. R-478-16

RESOLUTION APPROVING THE TERMS AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE MEMORANDA OF AGREEMENT BETWEEN THE FLORIDA DEPARTMENT OF CORRECTIONS AND MIAMI-DADE COUNTY TO ESTABLISH AND MAINTAIN SUPPORT DURING AN ACTUAL OR ANTICIPATED EMERGENCY AND/OR ESCAPE FROM FLORIDA DEPARTMENT OF CORRECTIONS FACILITIES LOCATED WITHIN MIAMI-DADE COUNTY, SPECIFICALLY HEREIN, THE SOUTH FLORIDA RECEPTION CENTER AND DADE CORRECTIONAL INSTITUTION; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE SAME OR SIMILAR MEMORANDA OF AGREEMENT WITH THE FLORIDA DEPARTMENT OF CORRECTIONS FOR SUPPORT AT OTHER INSTITUTIONS; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE 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, in the course of day-to-day operations, the partnership with the Florida Department of Corrections is extremely important for the public safety of this community; and

WHEREAS, these Memoranda of Agreement provide authority for the Miami-Dade Police Department to respond and provide support during an actual or anticipated emergency and/or escape at the Florida Department of Corrections facilities located within Miami-Dade County,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves the terms and authorizes the County Mayor or the County Mayor's designee to execute Memoranda of Agreement between the Florida Department of Corrections and Miami-Dade County, through the Miami-Dade Police Department, to establish and maintain support during an actual or anticipated emergency and/or escape from Florida Department of Corrections Facilities located within Miami-Dade County, specifically herein, the South Florida Reception Center and Dade Correctional Institution, in substantially the form attached hereto and made a part hereof and authorizes the County Mayor or County Mayor's designee to execute the same or similar Memoranda of Agreement with the Florida Department of Corrections for support at other institutions. This Board further authorizes the County Mayor or County Mayor's designee to execute the termination provisions contained in the Memoranda of Agreement or the same or similar Memoranda of Agreement with the Florida Department of Corrections for other institutions, for and on behalf of Miami-Dade County.

The foregoing resolution was offered by Commissioner **Esteban L. Bovo, Jr.** , who moved its adoption. The motion was seconded by Commissioner **Rebeca Sosa** and upon being put to a vote, the vote was as follows:

Jean Monestime, Chairman **aye**
Esteban L. Bovo, Jr., Vice Chairman **aye**

Bruno A. Barreiro	**aye**	Daniella Levine Cava	**aye**
Jose "Pepe" Diaz	**aye**	Audrey M. Edmonson	**aye**
Sally A. Heyman	**aye**	Barbara J. Jordan	**aye**
Dennis C. Moss	**aye**	Rebeca Sosa	**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 7th day of June, 2016. 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: Christopher Agrippa
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency. MP

Matthew Papkin

MEMORANDUM OF AGREEMENT

BETWEEN

THE FLORIDA DEPARTMENT OF CORRECTIONS

AND

MIAMI-DADE COUNTY

This Agreement is entered into on the date subscribed below, by and between the Department of Corrections, ("Department"), and Miami-Dade County, by and through the Miami-Dade Police Department ("Agency"), which are the parties hereto.

WITNESSETH

WHEREAS, the parties are authorized to enter into this Agreement pursuant to Section 163.01 (Florida Interlocal Cooperation Act of 1969) Florida Statutes (2014); and

WHEREAS, this Agreement is entered into for the purpose of establishing and maintaining support during an actual or anticipated emergency/escape at the Department's South Florida Reception Center ("Institution").

NOW THEREFORE, subject to controlling law, rules or regulations or to other governing policies and/or procedures, and in consideration of the mutual interests and understandings expressed herein, the parties agree as follows:

I. TERM OF AGREEMENT

This Agreement shall begin on March 31, 2016, or the date on which it is signed by both parties, whichever is later, and shall end at midnight on March 30, 2021. In the event this Agreement is signed by the parties on different dates, the latter date shall control.

II. SCOPE OF AGREEMENT

A. Overview

In the event the Institution has reason to believe that an emergency/escape is imminent, the Agency agrees to respond, upon notification, twenty-four hours a day, seven days a week with the following support:

1. Immediate availability of personnel support including but not limited to a crisis negotiator, crime scene investigator, and available armed patrol units upon request;
2. Support in the event of a riot, disorder and/or a hostage situation;
3. K-9 Unit and Aviation Unit assistance upon request from the Institution;
4. Communications assistance; and
5. Other assistance as deemed necessary or available.

In the event of an escape, the Institution will:

1. Notify the Agency through the 911 Emergency Number, of the escape;

2. Provide an initial description of escapee(s) including name(s), race(s), physical description(s), clothing last seen wearing, noticeable marks and/or scars, and other pertinent information;
3. Dispatch armed patrols to pre-assigned areas and adjust patrols according to the determined route of inmate(s) travel;
4. Provide a copy of escapee(s) photo to the Agency and update the Agency regarding the direction of travel of the escaped inmate(s);
5. Update the Agency regarding the location of the Institution armed stationary and patrolling units and continue search efforts until recapture is effected or the search is suspended; and
6. Furnish as much requested support as the Institution is legally and administratively capable of providing; in turn, the Agency agrees to the same.

B. Joint Responsibilities

1. Emergency contacts for the Agency including twenty-four (24) hour contact number: Chief of Police (305) 596-8176;
2. Emergency contacts of the Institution, including twenty-four (24) hour contact numbers, are as follows: Warden (305) 717-0213;
3. Restrictions on the provision of services or equipment during emergencies include: the Institution and the Agency command staff will cooperatively manage an emergency on Institution property; the Institution and the Agency command staff will directly supervise their own participating staff;
4. Reporting locations for the external staging area are: Administrative Building;
5. Each party shall be responsible for verifying identification of its own staff;
6. Arrangements for key Agency staff to tour the Institution or otherwise familiarize themselves with potential emergency scenarios at the Institution will be made upon prior notification to the warden. All staff responding will be appropriately trained; and
7. Agency staff will be invited to participate in applicable simulations, exercises or other emergency training at the Institution. Agency staff will be supervised by Agency staff in command at all times. At no time material to this Agreement shall Agency staff be considered to be operating under the supervision, direction or control of the Institution.

III. FINANCIAL OBLIGATIONS

The parties acknowledge that this Agreement is not intended to create financial obligations between the parties. However, in the event that costs are incurred as a result of either or both of the parties performing their duties or responsibilities under this Agreement, each party agrees to be responsible for their own costs.

IV. AGREEMENT MANAGEMENT

A. Department's Agreement Administrator

The Agreement Administrator is responsible for maintaining the official Agreement file, processing any amendments or termination of the Agreement, and maintaining records of all formal correspondence between the parties regarding administration of this Agreement.

The address and telephone number of the Department's Agreement Administrator is:

Operations Manager, Contract Administration
Bureau of Contract Management and Monitoring
501 South Calhoun Street
Tallahassee, Florida 32399-2500
Telephone: (850) 717-3681
Fax: (850) 488-7189

B. Agreement Managers

The parties have identified the following individuals as Agreement Managers. These individuals are responsible for enforcing performance of the Agreement terms and conditions and shall serve as liaison regarding issues arising out of this Agreement.

FOR THE DEPARTMENT	**FOR THE MIAMI-DADE POLICE DEPARTMENT**
Richard Comerford	Juan J. Perez
Director of Institutional Operations	Director
501 South Calhoun Street	9105 NW 25th Street
Tallahassee, Florida 32399-2500	Doral, Florida 33172-1500
Telephone: (850) 717-3037	Telephone: (305) 471-2100
Fax: (850) 413-8184	Fax: (305) 471-2163
E-mail: comerford.richard@mail.dc.state.fl.us	E-mail: j.j.perezmdpd.com

V. REVIEW AND MODIFICATION

Upon request of either party, both parties will review this Agreement annually in order to determine whether its terms and conditions are still appropriate. The parties agree to renegotiate terms and conditions hereof if it is mutually determined that significant changes in this Agreement are necessary. There are no obligations to agree by either party.

Modifications to the provisions of this Agreement, with the exception of Section IV, AGREEMENT MANAGEMENT, shall be valid only through execution of a formal written amendment to the Agreement.

VI. TERMINATION

This Agreement may be terminated at any time upon the mutual consent of both parties or unilaterally by either party upon no less than thirty (30) calendar days' notice. Notice shall be delivered by express mail or other method whereby a receipt of delivery may be obtained.

In addition, this Agreement may be terminated with 24 hours notice by the Department for any failure of the Agency to comply with the terms of this Agreement or any applicable Florida law.

VII. OTHER CONDITIONS

A. Public Records Law

The Agency agrees to: (a) keep and maintain public records that would ordinarily and necessarily be required by the Department to perform the services; (b) allow public access to records in accordance with the provisions of Chapter 119 and 945.10, Florida Statutes; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; (d) meet all requirements for retaining public records and transfer to the Department, at no cost, all public records in the Agency's possession upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Department in a format that is compatible with the Department's information technology systems. The Agency's failure to comply with this provision shall constitute sufficient cause for termination of this Agreement.

B. Sovereign Immunity

The Agency and the Department are state agencies or political subdivisions as defined in Section 768.28, Florida Statutes, and agree to be fully responsible for acts and omissions of their own agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by either party to which sovereign immunity may be applicable. Further, nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement.

C. Confidentiality

The Agency shall ensure all staff assigned to this Agreement maintains confidentiality with reference to individual participants receiving services in accordance with applicable local, state, and federal laws, rules and regulations. The Department and the Agency agree that all information and records obtained in the course of providing services under this Agreement shall be subject to confidentiality and disclosure provisions of applicable federal and state statutes and regulations adopted pursuant thereto.

The Agency agrees to keep all Department personnel information (i.e., DC staff telephone numbers, addresses, etc.) strictly confidential and shall not disclose said information to any person, unless released in writing by said Department.

D. Notices

All notices required or permitted by this Agreement shall be given in writing and by hand-delivery or email to the respective addresses of the parties as set forth in Section IV above. All notices by hand-delivery shall be deemed received on the date of delivery and all notices by email shall be deemed received when they are transmitted and not returned as undelivered or undeliverable. Either party may change the names, addresses, or telephone numbers set forth in Section IV above by written notice given to the other party as provided above.

E. Prison Rape Elimination Act (PREA)

The Agency shall report any violations of the Prison Rape Elimination Act (PREA), Federal Rule 28 C.F.R. Part 115 to the Department of Corrections' Agreement Manager.

F. Cooperation with Inspector General

In accordance with Section 20.055(5), Florida Statutes, the Agency understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing.

G. Employee Status

This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the Department and Agency are independent contractors under this Agreement and neither is the employee of the other for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law. The parties shall each retain sole and absolute discretion in the judgment of the manner and means of carrying out their activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of each individual party. Services provided by each party pursuant to this Agreement shall be subject to the supervision of such party. In providing such services, neither party nor its agents shall act as officers, employees, or agents of the other party. The parties agree that they are separate and independent enterprises, and that each has the ability to pursue other opportunities.

This Agreement shall not be construed as creating any joint employment relationship between the parties and neither party will be liable for any obligation incurred by the other party, including, but not limited to, unpaid minimum wages and/or overtime premiums.

H. Force Majeure

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under this Agreement or interruption of performance resulting directly or indirectly from acts of God, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, strikes, or labor disputes.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their undersigned officials as duly authorized.

MIAMI-DADE COUNTY

SIGNED BY: Carlos A. Gimenez

PRINT NAME: _____

TITLE: **Mayor**

DATE: _____

SIGNED BY: Juan J. Perez

PRINT NAME: _____

TITLE: **Director, Miami-Dade Police Department**

DATE: _____

FEID#: F59600073

FOR THE DEPARTMENT OF CORRECTIONS

SIGNED BY: _____

NAME: Kelley J. Scott

TITLE: **Director, Office of Administration Department of Corrections**

DATE: _____

Approved as to form and legality, subject to execution.

SIGNED BY: _____

NAME: Kenneth S. Steely

TITLE: **General Counsel Department of Corrections**

DATE: _____

MEMORANDUM OF AGREEMENT

BETWEEN

THE FLORIDA DEPARTMENT OF CORRECTIONS

AND

MIAMI-DADE COUNTY

This Agreement is entered into on the date subscribed below, by and between the Department of Corrections, ("Department"), and Miami-Dade County, by and through the Miami-Dade Police Department ("Agency"), which are the parties hereto.

WITNESSETH

WHEREAS, the parties are authorized to enter into this Agreement pursuant to Section 163.01 (Florida Interlocal Cooperation Act of 1969) Florida Statutes (2014); and

WHEREAS, this Agreement is entered into for the purpose of establishing and maintaining support during an actual or anticipated emergency/escape at the Department's Dade Correctional Institution ("Institution").

NOW THEREFORE, subject to controlling law, rules or regulations or to other governing policies and/or procedures, and in consideration of the mutual interests and understandings expressed herein, the parties agree as follows:

I. TERM OF AGREEMENT

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6. Furnish as much requested support as the Institution is legally and administratively capable of providing; in turn, the Agency agrees to the same.

B. Joint Responsibilities

1. Emergency contacts for the Agency including twenty-four (24) hour contact number: Chief of Police (305) 596-8176;
2. Emergency contacts of the Institution, including twenty-four (24) hour contact numbers, are as follows: Warden (305) 242-1710;
3. Restrictions on the provision of services or equipment during emergencies include: the Institution and the Agency command staff will cooperatively manage an emergency on Institution property; the Institution and the Agency command staff will directly supervise their own participating staff;
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5. Each party shall be responsible for verifying identification of its own staff;
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The parties acknowledge that this Agreement is not intended to create financial obligations between the parties. However, in the event that costs are incurred as a result of either or both of the parties performing their duties or responsibilities under this Agreement, each party agrees to be responsible for their own costs.

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E-mail: comerford.richard@mail.dc.state.fl.us	E-mail: j.j.perez@mdpd.com

V. REVIEW AND MODIFICATION

Upon request of either party, both parties will review this Agreement annually in order to determine whether its terms and conditions are still appropriate. The parties agree to renegotiate terms and conditions hereof if it is mutually determined that significant changes in this Agreement are necessary. There are no obligations to agree by either party.

Modifications to the provisions of this Agreement, with the exception of Section IV, AGREEMENT MANAGEMENT, shall be valid only through execution of a formal written amendment to the Agreement.

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In addition, this Agreement may be terminated with 24 hours notice by the Department for any failure of the Agency to comply with the terms of this Agreement or any applicable Florida law.

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A. Public Records Law

The Agency agrees to: (a) keep and maintain public records that would ordinarily and necessarily be required by the Department to perform the services; (b) allow public access to records in accordance with the provisions of Chapter 119 and 945.10, Florida Statutes; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; (d) meet all requirements for retaining public records and transfer to the Department, at no cost, all public records in the Agency's possession upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Department in a format that is compatible with the Department's information technology systems. The Agency's failure to comply with this provision shall constitute sufficient cause for termination of this Agreement.

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The Agency and the Department are state agencies or political subdivisions as defined in Section 768.28, Florida Statutes, and agree to be fully responsible for acts and omissions of their own agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by either party to which sovereign immunity may be applicable. Further, nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement.

C. Confidentiality

The Agency shall ensure all staff assigned to this Agreement maintains confidentiality with reference to individual participants receiving services in accordance with applicable local, state, and federal laws, rules and regulations. The Department and the Agency agree that all information and records obtained in the course of providing services under this Agreement shall be subject to confidentiality and disclosure provisions of applicable federal and state statutes and regulations adopted pursuant thereto.

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E. Prison Rape Elimination Act (PREA)

The Agency shall report any violations of the Prison Rape Elimination Act (PREA), Federal Rule 28 C.F.R. Part 115 to the Department of Corrections' Agreement Manager.

F. Employee Status

This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the Department and Agency are independent contractors under this Agreement and neither is the employee of the other for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law. The parties shall each retain sole and absolute discretion in the judgment of the manner and means of carrying out their activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of each individual party. Services provided by each party pursuant to this Agreement shall be subject to the supervision of such party. In providing such services, neither party nor its agents shall act as officers, employees, or agents of the other party. The parties agree that they are separate and independent enterprises, and that each has the ability to pursue other opportunities.

This Agreement shall not be construed as creating any joint employment relationship between the parties and neither party will be liable for any obligation incurred by the other party, including, but not limited to, unpaid minimum wages and/or overtime premiums.

G. Force Majeure

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under this Agreement or interruption of performance resulting directly or indirectly from acts of God, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, strikes, or labor disputes.

H. Cooperation with Inspector General

In accordance with Section 20.055(5), Florida Statutes, the Agency understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their undersigned officials as duly authorized.

MIAMI-DADE COUNTY

SIGNED BY: Carlos A. Gimenez

PRINT NAME: _____

TITLE: **Mayor**

DATE: _____

SIGNED BY: Juan J. Perez

PRINT NAME: _____

TITLE: **Director, Miami-Dade Police Department**

DATE: _____

FEID#: F59600073

FOR THE DEPARTMENT OF CORRECTIONS

SIGNED BY: _____

NAME: Kelley J. Scott

TITLE: **Director, Office of Administration Department of Corrections**

DATE: _____

Approved as to form and legality, subject to execution.

SIGNED BY: _____

NAME: Kenneth S. Steely

TITLE: **General Counsel Department of Corrections**

DATE: _____