

MEMORANDUM

Agenda Item No. 8(K)(1)

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

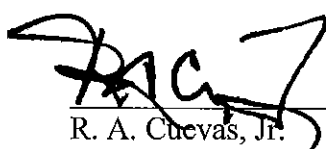
DATE: June 30, 2015

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

SUBJECT: Resolution approving terms and conditions of Memorandum of Understanding between Miami-Dade County and the City of Miami; approving terms and conditions of Community Space Lease Agreement between Miami-Dade County and the City of Miami in accordance with Section 125.38, Florida Statutes and Resolution Nos. R-287-89, R-891-02, R-296-99, and R-753-13; and authorizing the County Mayor (1) to execute such Memorandum of Understanding and Community Space Lease Agreement for the purpose of leasing community space located within the Liberty Square Public Housing Development for use by the City of Miami Police Department as a police substation, subject to the United States Department of Housing and Urban Development's approval, if necessary, and (2) to exercise amendment, renewal and termination clauses contained therein

Resolution No. R-577-15

The accompanying resolution was prepared by Public Housing and Community Development Department and placed on the agenda at the request of Prime Sponsor Commissioner Audrey M. Edmonson.



R. A. Cuevas, Jr.
County Attorney

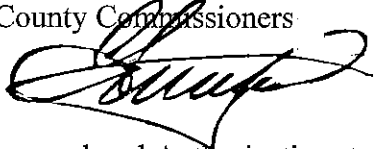
RAC/cp

Memorandum



Date: June 30, 2015

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

From: Carlos A. Gimenez
Mayor 

Subject: Recommendation for Approval and Authorization to Execute a Memorandum of Understanding and a Community Space Lease Agreement between the County and the City of Miami for the Purpose of Leasing a Community Space Located within the Liberty Square Public Housing Development for use by the City of Miami Police Department

Recommendation

It is recommended that the Board of County Commissioners ("Board") adopt the attached resolution to:

- Approve the terms and condition of a Memorandum of Understanding between Miami-Dade County ("County") and the City of Miami ("City") for the purpose of leasing a community space located within the Liberty Square public housing development ("Liberty Square") for use by the City of Miami Police Department ("Police Department") as a police substation, subject to the United States Department of Housing and Urban Development's approval, if necessary;
- Approve the terms and conditions of a Community Space Lease Agreement between the County and the City in accordance with Section 125.38, Florida Statutes and Resolution Nos. R-287-89, R-891-02, R-296-99, and R-753-13; and
- Authorize the County Mayor or the County Mayor's designee to execute such Memorandum of Understanding and Community Space Lease Agreement, and further authorize the County Mayor or the County Mayor's designee to exercise amendment, renewal and termination clauses contained in such Memorandum of Understanding and Community Space Lease Agreement.

Scope/Delegation of Authority

This resolution authorizes the execution of a Memorandum of Understanding and a Community Space Lease Agreement between the County and the City for the purpose of providing a police substation within the Liberty Square public housing development for use by the Police Department, and authority to exercise amendment and termination clauses contained in such Memorandum of Understanding and Community Space Lease Agreement. The Property is located in Commission District 3, represented by Commissioner Audrey M. Edmonson.

Fiscal Impact/Funding Source

To accommodate the Police Department's substation, approximately \$70,000.00 will be used from the Department's Capital Funds grant, which will cover the cost of retrofitting the community space in order to accommodate the police substation. Additionally, the department will use approximately \$450,000.00 of the Department's public housing operating funds to pay

for the services of the off-duty police officers hired by the Department as described herein and other incidentals, such as utilities, janitorial services and major and minor repairs.

Track Record/Monitor

This project will be monitored by Julie Edwards, Director of Asset Management for the Public Housing and Community Development Department (“Department”).

Background

The Department is addressing residents’ and community concerns about the violence in and around Liberty Square public housing development by making a substantial investment in security enhancements as part of the Liberty City Rising initiative. A substantial upgrade has been made to the existing cameras, such as software and wireless system capacity for police laptops and cell phones, and five (5) additional cameras have been added throughout the site, for a total of 26. These cameras are installed on 40-foot poles with remote capability and high resolution, high speed wireless transmission, high zoom capability, and are vandal resistant.

On March 1, 2015, the Department hired off-duty police officers from the Police Department to patrol Liberty Square in the overnight hours during the week (two shifts) and 24-hours on weekends (three shifts). In addition, the Department will establish a police substation at Liberty Square for use by the Police Department, which is the subject of this resolution.

On May 19, 2015, the Board adopted Resolution No. R-453-15 approving the Fiscal Year 2015-16 Annual Public Housing Agency 5-Year and Annual Plan (“Plan”). The Plan contemplates that the County would increase security at high crime public housing sites, such as Liberty Square, by providing non-public housing units for use by police officers, subject to approval from the United States Department of Housing and Urban Development (“Housing and Urban Development”). On August 12, 2014, Housing and Urban Development authorized the County to set aside two (2) public housing units to be leased to police officers. Subsequent to the receipt of Housing and Urban Development’s approval, the Department decided that instead of leasing public housing units, the Department would lease a community space located within Liberty Square to the City to establish the police substation. In light of this new direction, the Department will seek further approvals from Housing and Urban Development, if required.

Meanwhile, the County and the City have reached an agreement, which is codified in the proposed Memorandum of Understanding and Community Space Lease Agreement for the establishment of the police substation. The City intends to seek approval of both agreements from the City Commission. Assuming that the City Commission and this Board approve execution of the two (2) agreements, it is anticipated that the police substation will be opened and begin operation within 45 to 60 days from the effective date of the resolution.

The following are the important terms of the Memorandum of Understanding and Community Space Lease Agreement:

- the City will provide off-duty police officers to patrol Liberty Square at the County’s cost;
- the police will monitor security camera video at public housing sites located within the City’s geographical boundaries that have security camera systems;
- the County will provide public housing space located within Liberty Square to the Police Department.

Honorable Chairman Jean Monestime
and Members, Board of County Commissioners
Page No. 3

- the County will cover the cost of all utilities; and
- the County will indemnify and hold harmless the City.

Attachment



Russell Benford, Deputy Mayor



MEMORANDUM

(Revised)

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

DATE: June 30, 2015

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

SUBJECT: Agenda Item No. 8(K)(1)

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. 8(K)(1)
6-30-15

RESOLUTION NO. R-577-15

RESOLUTION APPROVING TERMS AND CONDITIONS OF MEMORANDUM OF UNDERSTANDING BETWEEN MIAMI-DADE COUNTY AND THE CITY OF MIAMI; APPROVING TERMS AND CONDITIONS OF COMMUNITY SPACE LEASE AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE CITY OF MIAMI IN ACCORDANCE WITH SECTION 125.38, FLORIDA STATUTES AND RESOLUTION NOS. R-287-89, R-891-02, R-296-99, AND R-753-13; AND AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE (1) TO EXECUTE SUCH MEMORANDUM OF UNDERSTANDING AND COMMUNITY SPACE LEASE AGREEMENT FOR THE PURPOSE OF LEASING COMMUNITY SPACE LOCATED WITHIN THE LIBERTY SQUARE PUBLIC HOUSING DEVELOPMENT FOR USE BY THE CITY OF MIAMI POLICE DEPARTMENT AS A POLICE SUBSTATION, SUBJECT TO THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT'S APPROVAL, IF NECESSARY, AND (2) TO EXERCISE AMENDMENT, RENEWAL AND TERMINATION CLAUSES CONTAINED THEREIN

WHEREAS, Miami-Dade County (the "County") and the City of Miami (the "City") desire to enter into a Memorandum of Understanding and Community Space Lease Agreement, copies of which are attached hereto as Attachment A and Exhibit A to the Memorandum of Understanding, respectively, for the purpose of establishing a police substation to be located within the Liberty Square public housing development ("Liberty Square"); and

WHEREAS, this Board finds that having a police presence at Liberty Square, which has seen a rise in violent criminal activity, serves a public purpose and ensures for the health, safety and welfare of residents of Liberty Square and the surrounding community; and

WHEREAS, pursuant to Resolution Nos. R-287-89, R-891-02 and R-296-99, which were subsequently amended by Resolution No. R-753-13, this Board has delegated to the County

Mayor or the County Mayor's designee the authority to execute community spaced lease agreements, which are authorized by the federal regulations promulgated by United States Department of Housing and Urban Development, with community-based not-for profit organizations, Section 3 businesses and other governmental entities to provide much needed supportive social services for the residents of public housing, including but not limited to meals programs, recreation activities, child care services and educational services; and

WHEREAS, pursuant to Resolution No. R-753-13, this Board also approved a form community space lease agreement; and

WHEREAS, this Board desires to enter into the Memorandum of Understanding and Community Space Lease Agreement with the City; and

WHEREAS, this Board finds that, consistent with Section 125.38, Florida Statutes, the City requires the community space for the purpose of establishing a police substation at Liberty Square, that such use promotes the community interest and welfare, and the community space is not otherwise needed for County purposes; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. The matters contained in the foregoing recitals are incorporated in this Resolution by reference.

Section 2. This Board (1) approves the terms and conditions of the Memorandum of Understanding, in substantially the form attached hereto as Attachment A, and incorporated herein by reference; (2) in accordance with Section 125.38, Florida Statutes, and Resolution Nos.

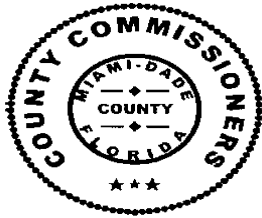
R-287-89, R-891-02 and R-296-99 and Resolution No. R-753-13, approves the terms and conditions of the Community Space Lease Agreement, in substantially the form attached hereto as Exhibit A to the Memorandum of Understanding, and incorporated herein by reference; (3) and authorizes the County Mayor or the County Mayor's designee to execute such Memorandum of Understanding and Community Space Lease Agreement, for the purpose of leasing a community space located within the Liberty Square public housing development for use by the City of Miami Police department as a police substation, subject to the United States Department of Housing and Urban Development's approval, if necessary, and approval of the County Attorney's Office. The Board further authorizes the County Mayor or the County Mayor's designee to exercise amendment, renewal and termination clauses contained in such Memorandum of Understanding and Community Space Lease Agreement on behalf of Miami-Dade County, Florida.

Section 3. This Board directs the County Mayor or the County Mayor's designee, pursuant to Resolution No. R-791-14, to provide an executed copy of the Community Space Lease Agreement to the Property Appraiser within 30 days of its execution.

The foregoing resolution was offered by Commissioner **Audrey M. Edmonson** , who moved its adoption. The motion was seconded by Commissioner **Barbara J. Jordan** and upon being put to a vote, the vote was as follows:

	Jean Monestime, Chairman	aye	
	Esteban L. Bovo, Jr., Vice Chairman	absent	
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	absent
Sen. Javier D. Souto	absent	Xavier L. Suarez	absent
Juan C. Zapata	aye		

The Chairperson thereupon declared the resolution duly passed and adopted this 1st day of July, 2015. 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.

A handwritten signature in black ink, appearing to be "T. Smith", written over a horizontal line.

Terrence A. Smith

ATTACHMENT A

**MEMORANDUM OF UNDERSTANDING
BETWEEN
PUBLIC HOUSING AND COMMUNITY DEVELOPMENT
AND THE
MIAMI POLICE DEPARTMENT**

This Memorandum of Understanding (hereinafter "MOU") is made and entered into this _____ day of _____ 20__ by and between the Miami-Dade County, a political subdivision of the State of Florida (hereinafter "County"), and the City of Miami, a Florida municipal corporation (hereinafter "City").

RECITALS

WHEREAS, the County owns and operates a public housing development commonly known as the Liberty Square Public Housing Development (hereinafter "Liberty Square") located within the City of Miami; and

WHEREAS, the County has delegated the administration of its public housing program to its housing department, Miami-Dade Public Housing and Community Development Department ("PHCD"); and

WHEREAS, the County is responsible for ensuring the health, safety and welfare of all of its public housing residents, including those residing in Liberty Square; and

WHEREAS, as a result of increased criminal activity within and around Liberty Square, the County and City wish to provide a greater law enforcement presence in the area; and

WHEREAS, the County and the City believe this law enforcement presence will serve as a deterrent against criminal activity within and around Liberty Square; and

WHEREAS, the County desires to provide public housing space to the City, through the Miami Police Department, for use as an on-site police office; and

WHEREAS, the Miami-Dade County Board of County Commissioners pursuant to Resolution No. R _____ has authorized the County Mayor or the County Mayor's designee to execute this MOU with the City; and

WHEREAS, the City's Commission pursuant to Resolution No. _____ has authorized the City Manager _____ to execute this MOU with the County,

NOW THEREFORE, in consideration of the premises and mutual covenants and promises contained herein, the County and the City agree as follows:

ARTICLE I

PURPOSE

The purpose of the MOU is to establish the terms and conditions of the professional partnership between the County and the City to provide quality services that are responsive to the community's concerns by promoting a safe environment for the peaceful enjoyment of public housing residents.

ARTICLE II

TERM OF THE MOU

- 2.1 The term of this MOU shall commence on the last date of execution by the parties and continue until May 31, 2017, unless terminated by either party pursuant to Article VII below. This MOU may be renewed for one (1) additional one (1) year period.

ARTICLE III

RESPONSIBILITIES OF THE PARTIES

- 3.1 The City agrees to:
- (a) Upon execution by the City of PHCD's Community Space Lease Agreement, in substantially the form attached hereto as Exhibit A and incorporated by reference, the Miami Police Department may occupy an office or other space deemed suitable to the City at PHCD's Liberty Square.
 - (b) Provide police presence at PHCD's Liberty Square site for the prevention/deterrence of crime, including increased patrols, contingent on the Miami Police Department's ability to provide such services without diminishing routine service levels to the entire community.
 - (c) Support PHCD's Asset Management Project (AMP) Administrator(s) and Assistant AMP Administrator(s) in lease enforcement by providing information, management and coordination of police resources to the extent permitted by law.
 - (d) Monitor security camera video at public housing sites located within the City's geographical boundaries that have security camera systems.
 - (e) Provide any additional services that may be required or necessary to fulfill the purpose of this MOU.
 - (f) Add additional substations where space is available and execution of Community Space Lease Agreements.
- 3.2 PHCD agrees to:
- (a) Subject to the terms and conditions of the Community Space Lease Agreement, provide public housing space for a police on-site office on a twenty-four (24) hour basis.

- (b) Assist the City of Miami Police with information that is permissible by federal, State and County regulations to assist in enforcement of law to prevent criminal activity at the public housing sites within the geographical boundaries of the Miami Police Department jurisdiction.
 - (c) Absorb the cost of utilities at the designated police office(s).
 - (d) Provide any additional services that may be required or necessary to fulfill the purpose of this MOU, as mutually agreed upon by the County and the City.
- 3.3 In the event, the parties mutually agree that there is a need for additional police on-site office units, the parties will negotiate additional community space lease agreements, subject to approval from the United States Department of Housing and Urban Development.

ARTICLE IV

PROJECT MANAGEMENT AND NOTICE

- 4.1 The Project Manager for the County is Julie Edwards or successor, Miami-Dade Public Housing and Community Development, 701 N.W. 1st Court, 16th Floor, Miami, Florida 33136, telephone number (786) 469-2237. The Project Manager for the City is Major Dennis Jackson, 1000 NW 62nd St., Miami, Florida 33150, telephone number (305) 603-6870. The parties shall direct all matters arising in connection with the performance of this MOU, other than notices, to the attention of the Project Managers for attempted resolution or action. The Project Managers shall be responsible for overall coordination and oversight relating to the performance of this MOU.
- 4.2 All notices, demands, or other communications to Miami-Dade County under this MOU shall be in writing and shall be deemed received if sent by certified mail to:

Miami-Dade County
111 N.W. 1st Street
Miami, Florida 33128
Attn: County Mayor

Miami-Dade Public Housing and Community Development
701 N.W. 1st Court, 16th Floor
Miami, Florida 33136
Attn: Michael Liu, Director

Miami-Dade County Attorney's Office
111 N.W. 1st Street, Suite 2810
Miami, Florida 33128
Attn: Terrence A. Smith
Assistant County Attorney

All notices, demands, or other communications to the City under this MOU shall be in writing and shall be deemed received if sent by certified mail to:

City of Miami
3500 Pan American Drive
Miami, Florida 33133-5504
Attn.: City Manager

City Attorney
444 SW 2nd Avenue
9th Floor
Miami, FL 33130
Attn: George Wysong,
Assistant City Attorney

City of Miami Police Department
400 NW 2nd Avenue
Miami, FL 33128
Attn.: Rodolfo Llanes, Chief

The County and the City shall also provide a copy of all notices to the Project Managers. All notices required by this MOU shall be considered delivered upon receipt. Should any party change its address, written notice of such new address shall promptly be sent to the other parties.

ARTICLE V

INDEMNIFICATION

- 5.1 County shall indemnify and hold harmless the City 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 City or its officer, 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 performance of this MOU by City or its employees, agents, servants, partners, principals or subcontractors. County 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 City, where applicable, including appellate proceedings, and shall pay all costs, judgments and attorney's fees which may issue thereon. Provided, however, this indemnification shall only be to the extent and within the limitations of Section 768.28 Fla. Stat., subject to the provisions of that statute whereby County shall not be held liable to pay a personal injury or property damage claim or judgment or portions thereof, which, when totaled with all other claims or judgment by any one person which exceeds the sum of \$200,000, or any claim or judgment by any one person which, when totaled with all other claims or judgment paid by County 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 City.

ARTICLE VI

INSURANCE

- 6.1 The parties hereto acknowledge that the County is a self-insured governmental entity subject to the limitations of Section 768.28, Florida Statutes. The County shall maintain a fiscally sound and prudent risk management program with regard to its obligations under this MOU in accordance with the provisions of Section 768.28, Florida Statutes. The County shall collect and keep on file documentation of insurance of any and all contractors contracted to provide the services or product used in conjunction with this MOU in any way. The County shall further require all contractors to include the City as named insured and shall provide the City with a copy of the insurance policy purchased by any contractor prior to commencement of the Services.

ARTICLE VII

TERMINATION/REMEDIES

- 7.1 If any party fails to fulfill its obligations under this MOU in a timely and proper manner, the other parties shall have the right to terminate their participation under this MOU by giving written notice of any deficiency. The party in default shall then have thirty (30) calendar days from receipt of notice to correct the deficiency. If the defaulting party fails to correct the deficiency within this time, this MOU shall terminate at the expiration of the thirty (30) day time period.
- 7.2 Any party may terminate this MOU at any time for convenience upon ninety (90) calendar days prior written notice to the other party. Any such termination shall be effected by delivery to the other of a Notice of Termination specifying the extent to which performance of work under the MOU is terminated, and the date upon which such termination becomes effective.
- 7.3 In the event a dispute arises which the Project Managers cannot resolve between themselves, the parties shall have the option to submit to nonbinding mediation. The mediator or mediators shall be impartial, shall be selected by parties, and the cost of the mediation shall be borne equally by the parties. The mediation process shall be confidential to the extent permitted by law.
- 7.4 This MOU has no third-party beneficiaries (intended or incidental), who may enforce obligations of any party should the MOU be terminated.

ARTICLE VIII

RECORDS RETENTION/OWNERSHIP

The County and the City shall maintain records and each party shall have inspection and audit rights as follows:

- 8.1. Maintenance of Records: All parties shall maintain all financial and non-financial records and reports directly or indirectly related to the negotiation or performance of this MOU including supporting documentation for any service rates, expenses, research or reports. Such records shall be maintained and made available for inspection for a period of five (5) years from the expiration or termination date of this MOU.
- 8.2. Examination of Records: All parties or their designated agents shall have the right to examine in accordance with generally accepted governmental auditing standards all records directly or indirectly related to this MOU. Such examination may be only within five years from the expiration or termination of this MOU and upon reasonable notice, time and place.
- 8.3. Extended Availability of Records for Legal Disputes: In the event that any party should become involved in a legal dispute with a third party arising from performance under this MOU, the other parties shall extend the period of maintenance for all records relating to this MOU until the final disposition of the legal dispute, and all such records shall be made readily available.

ARTICLE IX

STANDARDS OF COMPLIANCE

- 9.1 The County and City, their employees, subcontractors, partners or assigns, shall comply with all applicable federal, state, and local laws and regulations relating to the performance of this MOU to which their activities are subject.
- 9.2 The County and the City shall allow public access to all project documents and materials it maintains in accordance with the provisions of Chapter 119, Florida Statutes. Should the County and/or the City assert any exemptions to the requirements of Chapter 119 and related statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be both upon the County and the City.
- 9.3 All parties assure that no person shall be excluded on the grounds of race, color, creed, religion, national origin, ancestry, disability, age, sex, pregnancy, marital status, familial status, sexual orientation, gender identity or gender expression, status as a victim of domestic violence, dating violence or stalking, veteran status, or source of income from participation in, denied the benefits of, or be otherwise subjected to discrimination in any activity under this MOU. All parties shall take all measures necessary to effectuate these assurances.

ARTICLE X

RELATIONSHIP BETWEEN THE PARTIES

- 10.1 The County and the City are independent entities. No party is an employee or agent of any other party. Nothing in this MOU shall be interpreted to establish any relationship other than that of independent contractors, between the County and the City, or between their respective employees, agents, subcontractors, partners, or assigns, during or after the performance of this MOU.

ARTICLE XI

GENERAL PROVISIONS

- 11.1 Notwithstanding any provisions of this MOU to the contrary, the parties shall not be held liable for any failure or delay in the performance of this MOU that arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of Government, riots, civil commotion, force majeure, acts of God, or for any other cause of same character which is unavoidable through the exercise of due care and beyond the control of the parties. Failure to perform shall be excused during the continuance of such circumstances, but this MOU shall otherwise remain in effect.
- 11.2 In the event any provisions of this MOU shall conflict, or appear to conflict, the MOU, including all exhibits, attachments and all other documents specifically incorporated by reference, shall be interpreted as a whole to resolve any inconsistency.
- 11.3 Failures or waivers to insist on strict performance of any covenant, condition, or provision of this MOU by the parties, their successors and assigns shall not be deemed a waiver of any rights or remedies, nor shall it relieve the other parties from performing any subsequent obligations strictly in accordance with the term of this MOU. No waiver shall be effective unless in writing and signed by the party against whom enforcement is sought. Such waiver shall be limited to provisions of this MOU specifically referred to therein and shall not be deemed a waiver of any other provision. No waiver shall constitute a continuing waiver unless the writing states otherwise.
- 11.4 Should any term or provision of this MOU be held, to any extent invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this MOU, to the extent that the MOU shall remain operable, enforceable and in full force and effect to the extent permitted by law.
- 11.5 This MOU may be amended only with the written approval of the parties hereto.
- 11.6 This MOU states the entire understanding and agreement between the parties and supersedes any and all written or oral representations, statements, negotiations, or agreements previously existing between the parties with respect to the subject matter of

this MOU. The parties recognize that any representations, statements or negotiations made by the staff of either party does not suffice to legally bind either party in a contractual relationship unless they have been reduced to writing and signed by their authorized representative(s). This MOU shall inure to the benefit of and shall be binding upon the parties, their respective assigns, and successors in interest.

[SIGNATURES APPEAR ON NEXT PAGE]

CITY OF MIAMI, a municipal corporation

By:

Name: Daniel J. Alfonso

Title: City Manager

Date:

Attest: TODD B. HANNON, City Clerk

City Clerk

Approved as to Insurance Requirements:

Ann-Marie Sharpe, Director Risk Management

Approved for form and legal sufficiency

Victoria Méndez, City Attorney

MIAMI-DADE COUNTY, FLORIDA, a political subdivision of the State of Florida

BY ITS BOARD OF COUNTY COMMISSIONERS

By:

Name: Russell Benford

Title: Deputy Mayor

Date:

Attest: HARVEY RUVIN, Clerk

Deputy Clerk

Approved for legal form and sufficiency:

Terrence A. Smith,
Assistant County Attorney

EXHIBIT "A"
COMMUNITY SPACE LEASE AGREEMENT

Exhibit A

Community Space Lease Agreement

This Community Space Lease Agreement, made this ____ day of _____, 2015, is entered into by and between Miami-Dade County, a political subdivision of the State of Florida (hereinafter referred to as "County") through its Public Housing and Community Development (PHCD) department (hereinafter referred to as "Landlord"), located at 701 N.W. 1st Court 16th Floor, Miami, FL 33136 and City of Miami, a body politic and corporate (hereinafter referred to as "Tenant/Provider"), whose address is 444 SW 2nd Avenue, 10th Floor, Miami, FL 33130.

WHEREAS, the Home Rule Charter authorizes Miami-Dade County to provide for the uniform health and welfare of the residents throughout the County; and

WHEREAS, the County recognizes the importance of providing supportive services to residents of its assisted housing which includes public housing residents, section 8 recipients, home ownership participants and other government assisted housing participants; and

WHEREAS, the City of Miami is a government entity that provides services of value to the County and its assisted housing residents and has demonstrated an ability to provide these services; and

WHEREAS, the County is desirous of providing an increased law enforcement presence for its assisted housing residents living at the Liberty Square housing development located at 1415 NW 63 Street, Miami, Florida 33147 and the City of Miami Police Department is also desirous of providing increased police visibility through its physical office presence at this location; and

WHEREAS, the County agreed to lease its space on its assisted housing premises to the Tenant/Provider so that Tenant/Provider can provide its services to assisted housing residents and accordingly passed Resolution Nos. R-296-99, 891-92, 287-89 and R-753-13,

NOW, THEREFORE, in consideration of the mutual covenants record herein, the parties hereto agree as follows:

- I. **THE PREMISES**. The Landlord shall lease to Tenant/Provider the premises located at the Liberty Square Public Housing Development, 1415 NW 63 Street, Miami, FL 33147 (hereinafter "Premises").
- II. **THE SCOPE OF SERVICES**. While the Tenant/Provider is in possession of the Premises described in paragraph I of this Agreement, the Tenant/Provider agrees to provide increased police visibility and a police presence at the County location described herein so as to benefit the assisted housing residents at the Premises. Assisted housing

shall mean public housing, Section 8 housing, affordable home ownership program, and other government assisting housing programs.

- III. **AUTHORIZED AGENT ON PREMISES.** Tenant/Provider shall designate a responsible individual on site that is authorized to communicate with and receive communication from the Landlord's site manager in order to effectuate a cooperative and efficient use of the Premises by the Tenant/Provider.
- IV. **EFFECTIVE TERM.** Both parties agree that the effective term of this Agreement shall be from _____, 2015 to May 31, 2017. This Agreement may be renewed for one (1) additional one (1) year period.
- V. **RENT PAYABLE.** Tenant/Provider shall pay rent in the amount of zero (\$0) per month/year.
- VI. **USE OF PREMISES.** Tenant/Provider shall use the Premises only to provide the services described in the scope of services which is described in Paragraph II of this Agreement. Tenant/Provider shall be entitled to use the space described on a twenty-four (24) hour basis.
- VII. **CONDITIONS OF PREMISES.** The Landlord shall ensure that the Premises are in a state of good repair and suitable for occupancy by the Tenant/Provider at the commencement of this Agreement. By entering into this Agreement, the Tenant/Provider agrees that the Premises will be returned to the Landlord in the same condition as when received subject to normal wear and use.

Tenant/Provider shall comply with community room capacity laws and therefore shall ensure enough space for the safety and enjoyment of the participants.

The Landlord has the right to inspect the Premises at any time to assure that all terms of the lease are being met. Tenant/Provider must immediately take corrective actions as a result of the Landlord's inspection findings.
- VIII. **PARKING.** Parking spaces for program participants shall be negotiated with the Landlord. Buses or commercial vehicles will only be permitted to park at Landlord's facilities to make deliveries or drop off passengers.
- IX. **UTILITIES.** The Landlord shall pay for all utilities.
- X. **MAINTENANCE.** Landlord shall be responsible for maintaining the Premises. All routine maintenance and minor repairs shall be performed at the Landlord's expense. If the Landlord performs routine maintenance and minor repairs on behalf of the Tenant/Provider, the Landlord shall not charge the Tenant/Provider for time and materials used. Routine maintenance and minor repairs include but are not limited to: plastering and interior painting; electrical work such as installing or changing lamps, bulbs and fuses, replacing outlet covers and other work that does not require rewiring or working

inside the electrical box; minor plumbing repairs such as changing a faucet; repairing air conditioners; changing air conditioners filters; minor line blockages; replacing kitchen cabinets and counter tops.

The Landlord shall be responsible for major repairs. Major repairs include but are not limited to: replacement of roofs or central air conditioner units; structural repairs; interior electrical wiring; electrical panel replacements and repairs; major plumbing repairs; fire control systems; and exterior painting.

The Tenant/Provider shall not make renovations or install any fixtures, equipment, fencing, or locks without prior written approval of the Landlord.

Tenant/Provider shall maintain and operate the Premises in a clean and sanitary condition and return same to Landlord at the expiration or termination of this lease.

- XI. **KEYS.** Locks may be changed with the Landlord's permission at the Tenant/Provider's expense, if the Landlord's site manager is immediately furnished a set of keys.
- XII. **SIGNAGE.** All signage must be in keeping with the residential nature of the property, all applicable building and zoning laws, and approved in writing by Landlord prior to installation.
- XIII. **JANITORIAL SERVICES.** The Landlord shall be responsible for all janitorial services including cleaning supplies. In the event that the Tenant/Provider requests janitorial services from Landlord, services will be provided without charge.
- XIV. **TRASH AND GARBAGE DISPOSAL.** The Landlord shall pay for and provide all local trash and garbage disposal services, including exterior trash receptacles and containers for use by the Tenant/Provider. The Tenant/Provider, for its own part, shall regularly dispose of interior trash and garbage in the trash receptacles and containers provided by the Landlord.
- XV. **INDEMNIFICATION BY PROVIDER.**
 - (A) County shall indemnify and hold harmless the City 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 City or its officer, 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 performance of this Agreement by City or its employees, agents, servants, partners, principals or subcontractors. County 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 City, where applicable, including appellate proceedings, and shall pay all costs, judgments and

attorney's fees which may issue thereon. Provided, however, this indemnification shall only be to the extent and within the limitations of Section 768.28 Fla. Stat., subject to the provisions of that statute whereby County shall not be held liable to pay a personal injury or property damage claim or judgment or portions thereof, which, when totaled with all other claims or judgment by any one person which exceeds the sum of \$200,000, or any claim or judgment by any one person which, when totaled with all other claims or judgment paid by County 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 or action which may arise as a result of the negligence of City.

XVI. INSURANCE.

(A) Tenant/Provider Obligations.

The parties hereto acknowledge that the Tenant/Provider is a self-insured governmental entity subject to the limitations of Section 768.28, Florida Statutes. The Tenant/Provider shall maintain a fiscally sound and prudent risk management program with regard to their obligations under this Agreement in accordance with the provisions of Section 768.28, Florida Statutes. The Tenant/Provider shall collect and keep on file documentation of insurance of any and all contractors contracted to provide the services or product used in conjunction with this Agreement in any way. The Tenant/Provider shall further require all contractors to include the County as a named insured and shall provide the County with a copy of the insurance policy purchased by any contractor prior to commencement of Services.

(B) County/Landlord Obligations.

XVII. The parties hereto acknowledge that the County/Landlord is a self-insured governmental entity subject to the limitations of Section 768.28, Florida Statutes. The County/Landlord shall maintain a fiscally sound and prudent risk management program with regard to their obligations under this Agreement in accordance with the provisions of Section 768.28, Florida Statutes. The County Landlord shall collect and keep on file documentation of insurance of any and all contractors contracted to provide the services or product used in conjunction with this Agreement in any way. The County/Landlord shall further require all contractors to include the Tenant/Provider as a named insured and shall provide the County with a copy of the insurance policy purchased by any contractor prior to commencement of Services.

XVIII. **CONFLICT OF INTEREST.** The Tenant/Provider agrees to abide by and be governed by Miami-Dade County Ordinance No. 72-82 (Conflict of Interest Ordinance codified at Section 2-11.1 et al. of the Code of Miami-Dade County), as amended, which is incorporated herein by reference as it fully set forth herein, in connection with its contract obligations hereunder.

XIX. **CIVIL RIGHTS.** The Tenant/Provider agrees to abide by Chapter 11A, of the Code of Miami-Dade County ("County Code"), as amended, which prohibits discrimination in employment, housing, and public accommodations; Title VII of the Civil Rights Act of 1968, as amended, which prohibits discrimination in employment, housing, and public accommodation; the Age Discrimination Act of 1975, as amended, which prohibits discrimination in employment and public housing accommodations; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which prohibits discrimination on the basis of disability; and the American with Disability Act, 42 U.S.C. § 12103 et seq., which prohibits discrimination in employment and accommodation because of disability.

It is expressly understood that upon receipt of evidence of discrimination under any of these laws, the County shall have the right to terminate this Agreement. It is further understood that the Provider must submit an affidavit attesting that it is not in violation of the Americans with Disability Act, the Rehabilitation Act, the Federal Transits Act, 49 U.S.C. § 1612, and the Fair Housing Act, 42 U.S.C. § 3601 et seq. If the Tenant/Provider or any owner, subsidiary, or other firm affiliated with or related to the Provider, is found by the responsible enforcement agency, the Courts or the County to be in violation of these Acts, the County will conduct no further business with the Tenant/Provider. Any contract entered into based upon a false affidavit shall be voidable by the County. If the Tenant/Provider violates any of the Acts during the term of any contract the Tenant/Provider has with the County, such contract shall be voidable by the County, even if the Tenant/Provider was not in violation at the time it submitted its affidavit.

The Tenant/Provider certifies that it is in compliance with the Domestic Violence Leave, codified as § 11A-60 t. seq. of the Miami-Dade County Code, which requires an employer, who in the regular course of business has fifty (50) or more employees working in Miami-Dade County for each working day during each of twenty (20) or more calendar work weeks to provide domestic violence leave to its employees. Failure to comply with this local law may be grounds for voiding or terminating this Agreement or for commencement of debarment proceedings against the Provider.

XX. **NOTICES.** It is understood and agreed between the parties that written notice addressed to the Landlord and mailed or delivered to the address below and written notice addressed to the Tenant/Provider and mailed or delivered to the address below shall constitute sufficient notice to either party.

Landlord

Miami-Dade County
Public Housing and Community Development (PHCD)
701 NW 1st Court, 16th Floor, Miami, FL 33136
Miami, Florida 33136
Attn: Michael Liu, Director

Tenant/Provider

City of Miami
444 SW 2nd Avenue, 10th Floor
Miami, Florida 33130

With Copies to:

Miami-Dade County Attorney's Office
111 N.W. 1st Street, Suite 2810
Miami, Florida 33128
Attn: Terrence A. Smith
Assistant County Attorney

With Copies to:

City Attorney
City of Miami
444 SW 2nd Avenue, 9th Floor
Miami, Florida 33130

Chief of Police
City of Miami
Police Department
400 NW 2nd Avenue
Miami, FL 33128
Attn.: Rodolfo Llanes, Chief

XXI. **AUTONOMY**. Both parties agree that this Agreement recognizes the autonomy of each of the parties and does not stipulate or imply affiliation between the contracting parties. It is expressly understood and intended that the Tenant/Provider is only a tenant/provider and is not an agent or instrumentality of the County.

XXII. **BREACH: REMEDIES**

- (A) **Breach**. A breach by the Tenant/Provider shall have occurred under this Agreement if: (1) the Tenant/Provider fails to adequately provide the services outlined in the Scope of Services (Attachment A) within the effective term of this Agreement; (2) the Tenant/Provider does not furnish the Certificates of Insurance required by this Agreement or as determined by the County's Risk Management Division, if applicable; (3) the Tenant/Provider does not furnish proof of licensure and certification required by this Agreement; (4) the Tenant/Provider fails to pay rent, if required, on or before the date that it is due; (5) the Tenant/Provider fails to properly maintain the Premises, make repairs, pay utilities, obtain garbage collection, complete extermination, and or perform other general upkeep of the Premises, if required; (6) the Tenant/Provider discriminates under any of the laws outlined in Section VII of this Agreement; (7) the Tenant/Provider falsifies or violates the provisions of the Drug Free Workplace Affidavit (Attachment F); (8) the Tenant/Provider, attempts to meet its obligations under this Agreement through fraud, misrepresentation or material misstatement; or (9) the Tenant/Provider fails to fulfill in a timely and proper manner any and all of its obligations, covenants, agreements and stipulations in this Agreement.

Waiver of breach of any provisions of this contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

- (B) **Remedies.** Landlord and Tenant/Provider may terminate this Agreement and may pursue any and all remedies available under applicable law for a breach under the Lease Agreement. Any individual or entity who attempts to meet its contractual obligations with the county through fraud, misrepresentation or material misstatement may be debarred from county contracting for up to five (5) years. The Landlord may seek to evict Tenant/Provider by filing an action in a court of appropriate jurisdiction.
- (C) **Damages Sustained.** Notwithstanding the above, the Tenant/Provider shall not be relieved of liability to the Landlord for damages sustained by the Landlord by virtue of any breach of the Agreement. The landlord may also pursue any remedies available at law or equity to compensate for any damages sustained by the breach.

XXIII. **TERMINATION BY EITHER PARTY.** Both parties agree that this Agreement may be terminated by either party hereto by written notice to the other party of such intent to terminate at least ninety (90) days prior to the effective date of such termination or as determined by law. The director of the Public Housing and Community Development is authorized to terminate this Agreement on behalf of the Landlord.

XIV. **MISCELLANEOUS.**

- (A) **Sublease.** The parties agree that no assignments or sublease will be made or let in connection with this Agreement without the prior written approval of the Landlord, which shall not be unreasonably withheld, and that all sublessors or assignees shall be governed by the terms and conditions of this Agreement.
- (B) **Agreement Guidelines.** The Tenant/Provider agrees to comply with all applicable Federal, State and County laws, rules and regulations, particularly the Landlord/Tenant Act, which are incorporated herein by reference or fully set forth herein.
- (C) **Modifications.** Any alterations, variations, modifications, extensions or waivers of provisions of this Agreement including but not limited to rent payable and effective term shall only be valid when they have been reduced to writing, duly approved and signed by both parties and attached to the original of this Agreement. The County has established the Office of Inspector General which is empowered to perform random audits on all County contracts throughout the duration of each contract. Grant recipients are exempt from paying the cost of the audit, which is normally $\frac{1}{4}$ of 1% of the total contract amount.
- (D) The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust programs, contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing

project or program may include a report concerning whether the project is on time, within budget and in compliance with plans, specifications and applicable law.

The Inspector General is empowered to analyze the necessity of and reasonableness of proposed charge orders to the Contract. The Inspector General is empowered to retain the services of Independent Private Sector Inspectors General (IPSIG) to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process including but not limited to project design, bid specifications, proposal submittals, activities of the Provider, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon ten (10) days prior written notice to the Provider from the Inspector General or IPSIG retained by the Inspector General, the Provider shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Provider's possession, custody or control which, in the Inspector General or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, worksheets, proposals and agreements from and with successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

The provisions in this section shall apply to the Provider, its officers, agents, employees, subcontractors and suppliers. The Provider shall incorporate the provisions in this section in all subcontracts and all other agreements executed by the Provider in connection with the performance of the contract.

Nothing in this contract shall impair any independent right of the County to conduct audit or investigative activities. The provisions of this section are neither intended nor shall they be construed to impose any liability on the County by the Provider or third parties.

Notwithstanding the provisions set forth herein, the County has the right to retain the services of an Independent Private Sector Inspector General (IPSIG), whenever the County deems it appropriate to do so. Upon written notice from the County, the Provider shall make available, to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement or any subsequent award for inspection and copying. The County will be responsible for

the payment of these IPSIG services, and under no circumstance shall the Provider's cost/price for this Agreement, be inclusive of any charges relating to these IPSIG services. The terms of this provision herein, apply to the Provider, its officers, agents, employees and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct, audit or investigate the operations, activities and performance of the Provider in connection with this Agreement or any related contract. The terms of this provision are neither intended nor shall they be construed to impose any liability on the County by the Provider or third party.

- (E) Totality of Agreement/Severability of Provisions. This (11) page Agreement with its attachments as referenced below contain all the terms and conditions agreed upon by the parties:

Attachment A:	Agreement Program Narrative (Not Applicable)
Attachment B:	Parking Agreement (Not Applicable)
Attachment C:	Utility Payment Schedule (Not Applicable)
Attachment D:	Janitorial Services (Not Applicable)
Attachment E:	Extermination Services (Not Applicable)
Attachment F:	Miami-Dade County Affidavits

No other Agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties hereto. If any provision of this Agreement is held invalid or void, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

- (F) Except as otherwise enumerated herein, no amendment to this Agreement shall be binding on either party unless in writing and signed by both parties and approved by the County Attorney's Office, provided, however, that the County may effect amendments to this Agreement without the written consent of the Tenant/Provider, to conform this Agreement to changes in the laws, directives, guidelines, and objectives of County, State and Federal governments.
- (G) Nothing herein shall alter, affect, modify, change or extend any other agreement between the Provider and the County, or any department of the County unless specifically stated herein.
- (H) The invalidity of all or any part of this Agreement shall not render invalid the remainder of this Agreement or the remainder of such section, if the remainder would then conform to the requirements of applicable law.

(I) This Agreement shall be governed under the laws of the State of Florida as to all matters, including but not limited to matters of validity, construction, effect and performance. Venue for any litigation between parties regarding this Agreement shall lie only in state and federal court in Miami-Dade County, Florida.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their respective and duly authorized officers as of the day and year first above written.

(SEAL)

ATTEST:

CITY OF MIAMI

For the City:

Daniel J. Alfonso
City Manager
Date: _____

Todd B. Hannon
City Clerk

Victoria Méndez
City Attorney

Ann-Marie Sharpe, Interim Director
Department of Risk Management

ATTEST:

HARVEY RUVIN, CLERK

MIAMI-DADE COUNTY, FLORIDA

By: _____
DEPUTY CLERK

By: _____
CARLOS A. GIMENEZ
MAYOR

Approved as to form and legal sufficiency:

By: _____
Terrence A. Smith
Assistant County Attorney

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MIAMI DADE COUNTY
HOUSING AGENCY



DOCUMENT 00999-4

B. MIAMI DADE COUNTY AFFIDAVITS

1. MIAMI-DADE COUNTY OWNERSHIP DISCLOSURE AFFIDAVIT
2. MIAMI-DADE COUNTY EMPLOYMENT DISCLOSURE AFFIDAVIT
3. MIAMI-DADE COUNTY CRIMINAL RECORD AFFIDAVIT
4. MIAMI-DADE EMPLOYMENT DRUG FREE WORKPLACE AFFIDAVIT
5. MIAMI-DADE EMPLOYMENT FAMILY LEAVE AFFIDAVIT
6. PUBLIC ENTITY CRIMES AFFIDAVIT
7. FORM OF NON-COLLUSIVE AFFIDAVIT
8. MIAMI-DADE COUNTY COLLECTION OF TAXES, FEES AND PARKING TICKETS AFFIDAVIT
9. AFFIDAVIT RELATING TO INDIVIDUALS AND ENTITIES ATTESTING BEING CURRENT IN THEIR OBLIGATIONS TO MIAMI-DADE COUNTY

MIAMI-DADE COUNTY AFFIDAVITS

The contracting individual or entity (governmental or otherwise) shall indicate by an "X" all affidavits that pertain to this contract and shall indicate by an "N/A" all affidavits that do not pertain to this contract. All blank spaces must be filled.

The MIAMI-DADE COUNTY OWNERSHIP DISCLOSURE AFFIDAVIT; MIAMI-DADE COUNTY EMPLOYMENT DISCLOSURE AFFIDAVIT; and the MIAMI-DADE CRIMINAL RECORD AFFIDAVIT; and the shall not pertain to contracts with the United States or any of its departments or agencies thereof, the State or any political subdivision or agency thereof or any municipality of this State. The MIAMI-DADE FAMILY LEAVE AFFIDAVIT shall not pertain to contracts with the United States or any of its departments or agencies or the State of Florida or any political subdivision or agency thereof; it shall, however, pertain to municipalities of the State of Florida. All other contracting entities or individuals shall read carefully each affidavit to determine whether or not it pertains to this contract.

I, _____, being first duly sworn state:

The full legal name and business address of the person(s) or entity contracting or transacting business with Miami-Dade County are (Post Office addresses are not acceptable):

Federal Employer Identification Number (If none, Social Security)

Name of Entity, Individual(s), Partners, or Corporation

Doing Business As (If same as above, leave blank)

Street Address	City	State	Zip Code
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1. MIAMI-DADE COUNTY OWNERSHIP DISCLOSURE AFFIDAVIT (Sec. 2-8.1 of the County Code)

A. If the contract or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a partnership, the foregoing information shall be provided for each partner. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. The foregoing requirements shall not pertain to contracts with publicly-traded corporations or to contracts with the United States or any department or agency thereof, the State or any political subdivision or agency thereof or any municipality of this State. All such names and addresses are (Post Office addresses are not acceptable):

Full Legal Name	Address	Ownership
_____	_____	%
_____	_____	%
_____	_____	%

- B. The full names and business address of any other individual (other than subcontractors, materialmen, suppliers laborers or lenders) who have, or will have any interest (legal, equitable beneficial or otherwise) in the contract or business transaction with Dade County are (Post Office addresses are not acceptable):

- C. Any person who willfully fails to disclose the information required herein, or who knowingly discloses false information in this regard, shall be punished by a fine of up to five hundred dollars (\$500.00) or imprisonment in the County jail for up to sixty (60) days or both.

2. **MIAMI-DADE COUNTY EMPLOYMENT DISCLOSURE AFFIDAVIT (County Ordinance No. 90-133, Amending sec. 2.8-1; Subsection (d)(2) of the County Code).**

Except where precluded by federal or State laws or regulations, each contract or business transaction or renewal thereof which involves the expenditure of ten thousand dollars (\$10,000) or more shall require the entity contracting or transacting business to disclose the following information. The foregoing disclosure requirements do not apply to contracts with the United States or any department or agency thereof, the State or any political subdivision or agency thereof or any municipality of this State.

- A. Does your firm have a collective bargaining agreement with its employees?
_____ Yes _____ No
- B. Does your firm provide paid health care benefits for its employees?
_____ Yes _____ No
- C. Provide a current breakdown (number of persons) of your firm's work force and ownership as to race, national origin and gender:
- | | | | | |
|------------------|-------------|--------------------------------|-------------|----------------|
| White: _____ | Males _____ | Females Asian: _____ | Males _____ | Females: _____ |
| Black: _____ | Males _____ | Females American Indian: _____ | Males _____ | Females _____ |
| Hispanics: _____ | Males _____ | Females Aleut (Eskimo): _____ | Males _____ | Females _____ |

3. **MIAMI-DADE COUNTY CRIMINAL RECORD AFFIDAVIT (Section 2-8.6 of the County Code)**

The individual or entity entering into a contract or receiving funding from the County _____ has _____ has not as of the date of this affidavit been convicted of a felony during the past ten (10) years.

An officer, director, or executive of the entity entering into a contract or receiving funding from the County _____ has _____ has not as of the date of this affidavit been convicted of a felony during the past ten (10) years.

4. **MIAMI-DADE COUNTY EMPLOYMENT DRUG FREE WORKPLACE AFFIDAVIT (County Ordinance No. 92-15 codified as Section 2-8.1.2 of the County Code)**

That in compliance with Ordinance No. 92-15 of the Code of Miami-Dade County, Florida, the above names person or entity is providing a drug-free workplace. A written statement to each employee shall inform the employees about:

- A. danger of drug abuse in the workplace
B. the firm's policy of maintaining a drug-free environment at all workplaces
C. availability of drug counseling, rehabilitation and employee assistance programs
D. penalties that me be imposes upon each employees for drug abuse violations

That the person or entity shall also require an employee to sign a statement, as condition of employment that the employee will abide by the terms and notify the employer of any criminal drug conviction occurring no later than five (5) days after receiving notice of such conviction and impose appropriate personnel action against the employee up to and including termination of employment or employer retaliation.

Compliance with Ordinance No. 92-15 may be waived if the special characteristics of the product or service offered by the person or entity make it necessary for the operations of the County or for the health, safety, welfare, economic benefits and well being of the public. Contracts involving funding which is provided in whole or in part by the United States or the State of Florida shall be exempted from the provision of this Ordinance in those instances where those provisions are in conflict with the requirements of those governmental entities.

5. MIAMI-DADE EMPLOYMENT FAMILY LEAVE AFFIDAVIT (County Ordinance No. 142-9) codified as Section 11A-29 et. seq of the County Code)

That in compliance with Ordinance No. 149-91 of the Code of Miami-Dade County, Florida, an employer with fifty (50) or more employees working in Dade County for each working day during each of twenty (20) or more calendar work weeks, shall provide the following information in compliance with all items in the aforementioned ordinance

An employee who has worked for the above firm at least one (1) year shall be entitled to ninety (90) days of family leave during any twenty four (24) month period, for medical reasons, for the birth or adoption of a child, or for the care of a child, spouse or other close relative who has a serous health condition without risk of termination of employment or employer retaliation.

The foregoing requirements shall not pertain to contracts with the United States or any department or agency thereof, or the State of Florida or any political subdivision or agency thereof. It shall, however, pertain to municipalities of this State.

**6. PUBLIC ENTITY CRIMES AFFIDAVIT
(SECTION 287.133(3)(a), FLORIDA STATUTES)**

NOTE: THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

A. This sworn statement is submitted with Bid, Proposal, or Contract No. _____ for

B. This sworn statement is submitted by _____
NAME OF ENTITY SUBMITTING SWORN STATEMENT

_____, whose business address is _____
_____ and (if applicable) its Federal Employer Identification

Number (FEIN) is _____. If the entity has no FEIN, include the Social Security number of the individual

signing this sworn statement: _____.

C. My name is _____, and my relationship to the entity named
Print name of individual signing
above is _____.

D. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly

related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

- E. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
- F. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
- (i) A predecessor or successor of a person convicted of a public entity crime: or
 - (ii) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person control another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
- G. I understand that a "person" as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- H. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicates which statement applies.)
- (i) ___ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
 - (ii) ___ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (please indicate which additional statement applies.)
 - There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)
 - The person or affiliate was placed on the convicted vendor list. There has been a

subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

- The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

7. FORM OF NON-COLLUSIVE AFFIDAVIT

DEVELOPMENT NAME: _____

HUD DEVELOPMENT NO: _____

STATE OF)
) SS:
COUNTY OF)

_____ Being first duly sworn, deposes and says:

That he is _____ the party making the foregoing proposal or bid, that said bidder has visited the site of the work and has carefully examined the plans and specifications for said Project and checked them in detail before submitting his bid or proposal; and further, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against Miami-Dade County, Florida, or any person interested in the proposed Contract; and that all statements in said proposal or bid are true.

8. MIAMI-DADE COUNTY COLLECTION OF TAXES, FEES AND PARKING TICKETS AFFIDAVIT (Ordinance 95-178)

I, being first duly sworn state that in compliance with the procedures contained in Section 2-8.1(c) of the Code of Miami-Dade County, and as amended by Ordinance 95-178, this firm hereby certifies that the foregoing statements are true and correct.

That all delinquent and currently due fees or taxes (including, but not limited to, real and personal property taxes, convention and tourist development taxes, utility taxes, and occupational license taxes) collected in the normal course by the Miami-Dade County Tax Collector and County issued parking tickets for vehicles registered in the name of the above firm, have been paid.

9. AFFIDAVIT RELATING TO INDIVIDUALS AND ENTITIES ATTESTING BEING CURRENT IN THEIR OBLIGATIONS TO MIAMI-DADE COUNTY (Ordinance 99-162)

I, being first duly sworn state that in compliance with County Ordinance 99-162, the bidder is not in arrears in any payment under a contract, promissory note or other loan document with the County, or any of its agencies or instrumentalities, including the Public Health Trust (hereinafter referred to as "County"), either directly or indirectly through a firm, corporation, partnership or joint venture in which the individual or entity has a controlling financial interest as that term is defined in Section 2-11.1(b)(8) of the County Code.

I have carefully read this entire six (6) page document entitled, "Miami- Dade County Affidavits" (Affidavits 1-9) and have indicated by "X" all affidavits that pertain to this contract and have indicated by an "N/A" all affidavits that do not pertain to this contract and completed all required information

**BY SIGNING AND NOTARIZING THIS PAGE YOU ARE ATTESTING TO
AFFIDAVITS ONE (1) THROUGH NINE (9)**

MIAMI-DADE COUNTY AFFIDAVITS SIGNATURE PAGE

By: _____ 20 ____
Signature of Witness or Secretary Seal Date

Signature of Affiant: Bidder, if the bidder is an Individual; partner, if the Bidder is a Partnership; Officer, if the Bidder is a Corporation

Federal Employer Identification Number

Printed Name of Firm and Affiant

Address of Firm

SUBSCRIBED AND SWORN TO (or affirmed) before me this _____ day of _____, 20 ____

He/She is personally known to me or has presented _____ as identification.
Type of identification

Signature of Notary Serial Number

Print or Stamp Name of Notary Expiration Date

Notary Public – State of _____

Notary Seal