

MEMORANDUM OF UNDERSTANDING BETWEEN TOWN OF MIAMI LAKES AND MIAMI-DADE COUNTY

THIS MEMORANDUM OF UNDERSTANDING is entered into between the **TOWN OF MIAMI LAKES** (hereinafter referred to as “the Town”), and **MIAMI-DADE COUNTY, FLORIDA**, (hereinafter referred to as “the County.”).

ARTICLE I PURPOSE

The Purpose of this MOU is to memorialize the relationship between the Town of Miami Lakes and Miami-Dade County’s Community Action and Human Services Department (“CAHSD”), in order to strengthen services provided to Miami-Dade County Veterans who reside in the Town of Miami Lakes.

ARTICLE II TERM OF THE MOU

- 2.1 The term of this MOU shall be one (1) year from the date of execution by the last party required to sign the MOU, unless terminated by either party pursuant to Article VII below.
- 2.2 This MOU may be renewed for a period that may not exceed two (2) years. The renewal may be divided into increments, may be for a complete term, or any combination thereof. The renewal must be in writing and signed by both parties.

ARTICLE III RESPONSIBILITIES OF THE PARTIES

- 3.1 Town Responsibilities. The Town of Miami Lakes hereby agrees:
 - 3.1.1 To establish and maintain a working relationship and a principal point of contact (“liaison”) with the County, CAHSD.
 - 3.1.2 To work cooperatively with the CAHSD, Veterans Services Program, to serve veterans who reside in or around the Town of Miami Lakes area by connecting veterans with all the services offered by the CAHSD.
 - 3.1.3 To comply with all privacy, information sharing, and confidentiality policies that govern the operations of the CAHSD.
- 3.2 County Responsibilities. The County hereby agrees:
 - 3.2.1 To assign a CAHSD, Veterans Services Program, Veterans Services Officer (VSO) to work directly with the Town to assist veterans who may be eligible for any of the services provided by CHASD.
 - 3.2.2 To share statistical information, as legally permissible, with the Town including but not limited to, the number of referrals made by the VSO or

CAHSD, the number of veterans who received services from the Veteran's Services Administration, and the location where services were provided to the veterans referred by the Town.

- 3.2.3 To work cooperatively with the Town with regard to providing support for grant applications when possible.

ARTICLE IV PROJECT MANAGEMENT AND NOTICE

- 4.1 The liaison for the Town of Miami Lakes is the Town of Miami Lakes Community Engagement & Outreach Director whose contact information is:

Ms. Clarisell De Cardenas, Director
Town of Miami Lakes
6601 Main Street
Miami Lakes, FL 33014
Phone: (305) 364-6100 Ext 1132
Email: decardenasc@miamilakes-fl.gov

- 4.2 The liaison for the County is the Chief of the Targeted Services Bureau whose contact information is:

Ivon Mesa
Chief Targeted Services Bureau
Miami-Dade County
2400 S. Dixie Hwy
Miami, FL 33133
Phone: (305) 285-5906
Email: Ivon.Mesa@miamidade.gov

- 4.3 The parties shall direct all matters arising in connection with the performance of this MOU, other than notices, to the attention of the respective liaisons identified in sections 4.1 and 4.2 for attempted resolution or action. The liaison shall be responsible for the overall coordination and oversight relating to the performance of this MOU.

- 4.3.1 All notices, demands, or other communications to the Town of Miami Lakes under this MOU shall be in writing and shall be deemed received if sent by certified mail to:

Ms. Clarisell De Cardenas, Director
Town of Miami Lakes
6601 Main Street
Miami Lakes, FL 33014
Phone: (305) 364-6100 Ext 1132
Email: decardenasc@miamilakes-fl.gov

Copy to: Town Attorneys Office
6601 Main Street
Miami Lakes, FL 33014

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

Miami-Dade County
Community Action and Human Services Department
Attn: Lucia Davis-Raiford, Director
701 N.W. 1st Court, 10th floor
Miami, Florida 33136

A copy of all notices must be provided to the liaisons. 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 The Town of Miami Lakes assumes any and all risks of personal injury, bodily injury and property damage attributable to the negligent acts or omissions of the Town of Miami Lakes and its officers, employees, servants, and agents. The Town of Miami Lakes warrants and represents that it is self-insured for liability insurance, or has liability insurance, both public and property, with such protection being applicable to the Town of Miami Lakes' officers, employees, servants and agents while acting within the scope of their employment with the Town of Miami Lakes.

The Town of Miami Lakes shall indemnify, defend and hold harmless the Board of County Commissioners of Miami-Dade County, Florida ("Board"), the County and its officers, employees, agents, and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Board, the County and its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this MOU by the Town of Miami Lakes or its employees, agents, servants, partners, principals or subcontractors. The Town of Miami Lakes shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Town of Miami Lakes expressly understands and agrees that any insurance protection required by this MOU or otherwise provided by the Town of Miami Lakes shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

Notwithstanding language in this MOU to the contrary, the Town of Miami Lakes' obligation to indemnify the County is specifically limited to the monetary caps and other limitations provided for in section 768.28, Florida Statutes.

- 5.2 The County assumes any and all risks of personal injury, bodily injury and property damage attributable to the negligent acts or omissions of the County and its officers, employees, servants, and agents, subject to the limitations of section 768.28, Florida Statutes. The County warrants and represents that it is self-funded for liability insurance, or has liability insurance, both public and property, with such protection being applicable to the County officers, employees, servants and agents while acting within the scope of their employment with the County.
- 5.3 Term of Indemnification. The provisions of this indemnification shall survive the expiration of this MOU and shall terminate upon the expiration of the applicable statute of limitation.
- 5.4 The Town of Miami Lakes and the County further agree that nothing contained herein shall be construed to be interpreted as: (1) denying either party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the United States or its agents and agencies to be sued; (3) the consent of the State of Florida or its agents and agencies to be sued; or (4) a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes.

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.
- 6.2 The Town of Miami Lakes, its employees, agents, and volunteers are insured by the State Risk Management Trust Fund, pursuant to section 284.31, Florida Statutes. The Town of Miami Lakes will not be required to purchase or maintain any additional insurance coverage under this MOU.

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 party shall have the right to terminate its 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) daytime period.

- 7.2 Any party may terminate this MOU at any time for convenience upon thirty (30) 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 Town of Miami Lakes and County cannot resolve between themselves, the parties shall have the option to submit to nonbinding mediation. The mediator or mediators shall be impartial and selected by the parties. The cost of the mediation shall be borne equally by the parties. To the extent permitted by law, the mediation process shall be confidential.
- 7.4 Any party's failure to comply with all applicable federal, state, and local laws and regulations would be a material breach of this MOU and subjects it to immediate termination.
- 7.5 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

8.1 The Town of Miami Lakes and County shall allow public access to all documents, papers, letters, or other material made or received by the Town of Miami Lakes or County in connection with this MOU, subject to the provisions of Chapter 119, Florida Statutes, and Florida Rule of Judicial Administration 2.420. Public records which are made confidential or exempt from public record disclosure by law must be protected from disclosure and include, but is not limited to criminal history information derived from the U.S. Department of Justice. Failure to allow such public access shall result in the immediate termination of this MOU or any renewal. The County and Town of Miami Lakes shall maintain public records stored in electronic record keeping systems in accordance with Chapter 119, Florida Statutes, Rule IB-26.003 of the Florida Administrative Code, and Florida Rules of Judicial Administration 2.430 and 2.440.

8.2 Pursuant to section 119.0701 of the Florida Statutes, the Town of Miami Lakes shall:

- a) Keep and maintain public records required by CAHSD to perform the service;
- b) Upon request from CAHSD's custodian of public records, provide CAHSD with a copy of the requested records or allow the records to be inspected or

copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law;

- 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 for the duration of the MOU term and following completion of the MOU if the Town of Miami Lakes does not transfer the records to CAHSD; and
- d) Meet all requirements for retaining public records and transfer to CAHSD, at no cost to CAHSD, all public records created, received, maintained and or directly related to the performance of this MOU that are in possession of the Town of Miami Lakes upon termination of this MOU. Upon termination of this MOU, the Town of Miami Lakes shall 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 CAHSD, upon request from CAHSD's custodian of public records, in a format that is compatible with CAHSD's information technology systems.

8.3 For purposes of this Section, the term "public records" shall mean all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of CAHSD's official business.

8.4 IF THE TOWN OF MIAMI LAKES HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE TOWN OF MIAMI LAKES' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS MOU, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Idalia Sturmer
701 N.W. 1st Court, 10th Floor
Miami, FL 33136
Phone: (786) 469-4611
Email: Idalia.Sturmer@miamidade.gov

8.5 IF THE COUNTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES AND THE FLORIDA RULES OF JUDICIAL ADMINISTRATION TO THE COUNTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS MOU, CONTACT THE OFFICE OF THE GENERAL COUNSEL:

Ms. Clarisell De Cardenas, Director
Town of Miami Lakes
6601 Main Street

Miami Lakes, FL 33014
Phone: (305) 364-6100 Ext 1132
Email: decardenasc@miamilakes-fl.gov

- 8.6 In the event the Town of Miami Lakes does not comply with the public records disclosure requirement set forth in section 119.0701 of the Florida Statutes and this **Article VIII** of this MOU, CAHSD shall avail itself of the remedies set forth in **Article VII, Termination/Remedies** of this MOU.
- 8.7 Either the Town of Miami Lakes or County's failure to provide public records as required by law, within a reasonable time, may be subject to penalties under section 119.10, Florida Statutes.

ARTICLE IX STANDARDS OF COMPLIANCE

- 9.1 The Town of Miami Lakes and the County, 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 Town of Miami Lakes and the County shall allow public access to all project documents and materials it maintains in accordance with the provisions of Chapter 119, Florida Statutes and Florida Rule of Judicial Administration 2.420. Should the County 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 upon the County.
- 9.3 All parties assure that no person shall be excluded on the grounds of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, status as a victim of domestic violence, status as a victim of dating violence, status as a victim of stalking, gender identity, gender expression or sexual orientation, 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.
- 9.4 **Background Screening**
- A. **Background Screening:** The Town of Miami Lakes and County mutually agree to comply with all applicable laws, regulations, ordinances and resolutions regarding background screening of employees and subcontractors. Failure to comply with any applicable laws, regulation, ordinances and resolutions regarding background screening of employees, volunteers and subcontractors is grounds for a material

breach and termination of this MOU at the sole discretion of the County or the Town of Miami Lakes.

The Town of Miami Lakes and County agree to comply with all applicable laws (including but not limited to Chapters 39, 402, 409, 394, 408, 393, 397, 984, 985, and 435, Florida Statutes, as may be amended from time to time), regulations, ordinances and resolutions, regarding background screening of those who may work or volunteer with vulnerable persons, as defined by section 435.02, Florida Statutes, as may be amended from time to time.

In the event criminal background screening is required by law, the State of Florida and/or the County, the Town of Miami Lakes will permit only employees and subcontractors with a satisfactory national criminal background check through an appropriate screening agency (i.e. the Florida Department of Juvenile Justice, Florida Department of Law Enforcement or Federal Bureau of Investigation) to work or volunteer in direct contact with vulnerable persons.

The Town of Miami Lakes agrees to ensure that employees and subcontracted personnel who work with vulnerable persons satisfactorily complete and pass Level 2 background screening before working or volunteering with vulnerable persons. Town of Miami Lakes shall furnish the County with proof that employees, volunteers and subcontracted personnel, who work with vulnerable persons, satisfactorily passed Level 2 background screening, pursuant to Chapter 435. Florida Statutes, as may be amended from time to time.

ARTICLE X RELATIONSHIP BETWEEN THE PARTIES

- 10.1 The Town of Miami Lakes and the County are independent contractors. 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 Town of Miami Lakes and the County, 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 party 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 stated otherwise in writing.
- 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 Any litigation arising out of the performance of this Agreement shall take place in a judicial forum within Miami-Dade County, Florida. Further, this MOU shall be construed in accordance with the laws of the State of Florida and the ordinances of Miami-Dade County, Florida, as applicable.
- 11.7 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.

IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this MOU.

**TOWN OF MIAMI LAKES
COMMUNITY OUTREACH AND
ENGAGEMENT**

Signed by: _____
Name: **Mr. Edward Pidermann**
Title: **Town Manager**

Date: _____

**MIAMI-DADE COUNTY
COMMUNITY ACTION AND HUMAN
SERVICES DEPARTMENT**

Signed by: _____
Name: **Lucia Davis-Raiford**
Title: **Director**

Date: _____

TOWN OF MIAMI LAKES

**MIAMI-DADE COUNTY, BOARD
OF COUNTY COMMISSIONERS**

Signed by: _____		Signed by: _____
Title: Mayor Manny Cid		Mayor Carlos Gimenez
Date: _____		Date: _____
Reviewed as to Legal Form and Sufficiency		Reviewed as to Legal Form and Sufficiency
_____, Town Attorney		_____, Assistant County Attorney
ATTEST:		
Harvey Ruvin, Clerk:		