RESOLUTION NO. 2014-09

RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA AUTHORIZING THE MAYOR AND THE ACTING CITY CLERK, AS ATTESTING WITNESS, ON BEHALF OF THE CITY, TO ENTER INTO AN INTERLOCAL AGREEMENT WITH HIALEAH HOUSING AUTHORITY TO UTILIZE THE SERVICES OF A HIALEAH POLICE DETECTIVE TO PERFORM INVESTIGATIVE AND RELATED SERVICES IN CONNECTION WITH THE RESPONSIBILITIES OF THE FRAUD DEPARTMENT OF THE HIALEAH HOUSING AUTHORITY FOR A TERM OF ONE YEAR COMMENCING ON OR ABOUT JANUARY 15, 2014 AND ENDING ON OR ABOUT JANUARY 14, 2015 FOR AN ANNUAL SUM OF $115,000, PAYABLE TO THE CITY IN EQUAL MONTHLY INSTALLMENTS, IN SUBSTANTIAL FORM AS ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "1".

WHEREAS, pursuant to Hialeah, Fla., Resolution 10-05 (Jan. 14, 2010), Hialeah, Fla. Resolution 11-01 (Jan. 11, 2011) and Hialeah, Fla., Resolution 12-32 (Mar. 13, 2012), the City of Hialeah entered into annual interlocal agreements for an assigned detective to perform investigations and other work for the Hialeah Housing Authority's Fraud Department; and

WHEREAS, pursuant to Hialeah, Fla., Resolution 12-125 (Dec. 13, 2012), the City last renewed the interlocal agreement for an additional year; and

WHEREAS, the City of Hialeah finds it in its best interest to renew into an interlocal agreement with Hialeah Housing Authority for one year pursuant to section 163.01, Florida Statutes to allow the City and the Authority to make the most efficient use of their powers to enable them to cooperate with other public agencies on the basis of mutual advantage.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, THAT:

Section 1: The City of Hialeah, Florida hereby authorizes the Mayor and the Acting City Clerk, as attesting witness, on behalf of the City, to enter into an Interlocal Agreement with the Hialeah Housing Authority to utilize of a Hialeah Police Detective to perform the investigative and related services in connection with the responsibilities of the Fraud Department

of the Hialeah Housing Authority for a term of one year, commencing on or about January 15, 2014 and ending on or about January 14, 2015, for an annual sum of $115,000, payable in equal monthly installments, in substantial form as attached hereto and made a part hereof as Exhibit "1".

PASSED AND ADOPTED this 14 day of January, 2014.

Isis Garcia-Martinez
Council President

Attest:

Approved on this 15 day of January, 2014.

Marbelys ~~Rubio~~ Fatjo, Acting City Clerk

Mayor Carlos Hernandez

Approved as to form and legal sufficiency:

William M. Grodnick, City Attorney

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Resolution was adopted by a (7-0) unanimous vote with Councilmembers, Caragol, Casals-Muñoz, Cue-Fuente, Garcia-Martinez, Gonzalez, Hernandez and Lozano voting "Yes".

INTERLOCAL AGREEMENT BETWEEN CITY OF HIALEAH AND THE HIALEAH HOUSING AUTHORITY

This Interlocal Agreement ("agreement") entered into this ___ day of _____, 2014, by and between the City of Hialeah, Florida, a municipal corporation organized and existing under and by virtue of the laws of the State of Florida, located at 501 Palm Avenue, Hialeah, Florida 33010 and the Hialeah Housing Authority, a public housing authority, located at 75 East 6 Street, Hialeah, Florida 33010.

RECITALS

WHEREAS, pursuant to Hialeah, Fla., Resolution 10-05 (Jan. 14, 2010) Hialeah, Fla. Resolution 11-01 (January 11, 2011) and Hialeah, Fla., Resolution 12-32 (Mar. 13, 2012, the City of Hialeah entered into one-year interlocal agreements for an assigned detective to perform investigations and other work for the Hialeah Housing Authority's Fraud Department; and

WHEREAS, the City of Hialeah, Florida and the Hialeah Housing Authority agree to enter into an interlocal agreement pursuant to section 163.01, Florida Statutes, that allows public agencies to make the most efficient use of their powers to enable them to cooperate with other public agencies on the basis of mutual advantage; and

WHEREAS, pursuant to Hialeah, Fla., Resolution 12-135 (Dec.. 13, 2012), the City of Hialeah extended the interlocal agreement for an additional year; and

WHEREAS, pursuant to Hialeah, Fla., Resolution 14-_____ (_____, 2014), the City of Hialeah has authorized and approved the execution of this Agreement for an additional year; and

WHEREAS, the Hialeah Housing Authority has authorized and approved the execution of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and obligations herein contained, and subject to the terms and conditions hereinafter stated, the parties hereto understand and agree as follows:

1. TERM

The term of this agreement is one year, commencing on or about January 15, 2014 and ending on or about January 14, 2015. This agreement will be in effect during the term indicated above. All activities as described in Article II shall be undertaken, performed and completed within the term provided herein.

2. RESPONSIBILITIES

The City of Hialeah shall employ a full-time sworn police officer having the rank of detective to be on paid assignment to perform those investigative and related functions in furtherance of, but not all inclusive, of the Fraud Department Responsibilities for the Hialeah Housing Authority

dated December 17, 2009, a copy of which is attached hereto and made a part hereof as Exhibit "1". The selection and replacement of the sworn police officer to fill this assignment shall be within the discretion of the City of Hialeah.

3. COMPENSATION AND PAYMENT TERMS

For the services performed as outlined in Article II hereof within the time period as described in Article I, the Hialeah Housing Authority shall pay the sum of $115,000, in 11 consecutive equal monthly installments of $9,583.33 and 1 final installment of $9,583.37, due and payable on the 15th day of each month. The City of Hialeah shall provide a police radio and other related equipment and support for criminal investigations in connection with his duties for the Authority. The Authority shall provide the detective with a vehicle and a blackberry cell phone with e-mail capability. The compensation represents an estimation of the salary costs, FICA, MICA, retirement, health insurance, life insurance, fringe benefits and associated equipment and supplies.

4. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

The parties shall comply with all applicable laws, ordinances, codes, rules and regulations of federal, state and local governments.

5. NOTICES

All notices or other communications which shall or may be given pursuant to this agreement shall be in writing and shall be delivered by personal service, or by U.S. mail addressed to the other party at the address indicated herein or as the same may be changed from time to time. Such notice shall be deemed given on the day on which personally served; or if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

CITY OF HIALEAH

Sergio Velazquez
Police Chief
Hialeah Police Department
5555 East 8 Avenue
Hialeah, Florida 33013
Telephone: (305) 953-5300
FAX: (305) 953-5330

HIALEAH HOUSING AUTHORITY

Julio Ponce
Executive Director
75 East 6th Street
Hialeah, Florida 33010
Telephone: (305) 888-9744
FAX: (305) 887-8738

6. NONDELEGABLE AND NONASSIGNABLE

The duties and obligations undertaken by the parties herein pursuant to this agreement shall not be delegated or assigned to any person or firm, unless both parties shall first consent in writing to

the performance or assignment of such service or any part thereof by another person or firm. Under no circumstances shall either party assign, transfer, convey or otherwise hypothecated any interest, rights, duties or obligations hereunder or any part thereof.

7. CONSTRUCTION OF AGREEMENT

This agreement shall be construed and enforced according to the laws of the State of Florida. Venue for any litigation, which may arise in connection with this Agreement, shall be in Miami-Dade County, Florida. The parties agree to be subject to the jurisdiction (subject matter and in personam) of the courts in Miami-Dade County, Florida and amenable to process.

8. SUCCESSORS AND ASSIGNS

This agreement shall be binding upon the parties herein, their heirs, executors, legal representatives, successors and assigns.

9. INDEMNIFICATION

The Hialeah Housing Authority shall indemnify and save the City of Hialeah, its officials, employees, agents, representatives and attorneys, from and against any and all claims, liabilities, losses and causes of action that arise out of or in connection with all activities, responsibilities and obligations under this agreement, including all other acts or omissions to act, whether caused by the **NEGLIGENCE** or **CARELESSNESS**, on the part of the City of Hialeah or any person acting for or on its behalf, and from and against any orders, judgments, or decrees which may be entered and from and against all costs, attorney's fees, expenses incurred at the trial, appellate or administrative level or proceedings and liabilities incurred in the defense of any such claims or in the investigation thereof, subject to the limitations set forth in section 768.28, Florida Statutes.

10. TERMINATION

Each party retains the right to terminate this agreement, with or without cause, at any time, upon giving 30 days written notice of the termination. The Hialeah Housing Authority shall pay the City of Hialeah for those services performed or goods received before the date of termination.

11. NONDISCRIMINATION

The parties agree that it shall not discriminate as to race, color, creed, national origin, religion, age or disability in connection with its performance hereunder.

12. FORCE MAJEURE

Neither party shall be liable for failure or delay in performing obligations set forth in this agreement, and neither party shall be deemed in breach of its obligations, if such failure or delay is due to hurricane, flooding, tornado or other adverse weather events, disasters caused by human

neglect or intervention, war, strike, lock-out, or other industrial or transportation disturbances, law, regulation or ordinance, or any causes reasonable beyond the control of such party.

13. ENTIRE AGREEMENT

This agreement and its attachments and exhibits, if any, constitute the sole and only agreement of the parties and accurately set forth the rights, duties, and obligations of each to the other. Any prior agreements, promises, negotiations, or representations not expressly set forth in this agreement is of no force and effect.

14. AMENDMENT

No amendments to this agreement shall be binding on either party unless in writing and signed by both parties.

15. MISCELLANEOUS

A. Captions, title and paragraph headings are for convenient reference and are not a part of this agreement. Such captions, title or paragraph headings shall not be deemed in any manner to modify, explain, enlarge or restrict any of the provisions contained in this agreement.

B. The terms "City of Hialeah" and "Hialeah Housing Authority" as herein contained shall include the singular and/or the plural, the masculine, the feminine and/or the neuter wherever and whenever the context so requires or admits.

C. No waiver or breach of any provision of this agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

D. Should any provisions, paragraph, sentence, word or phrase contained in this agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida or the City of Hialeah, such provisions, paragraphs, sentences, words or phrases shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable to conform with such laws, then same shall be deemed severable, and in either event, the remaining terms and provisions of this agreement shall remain unmodified and in full force and effect.

E. Each party represents that this agreement has been duly authorized, executed and delivered by the governing body of their respective agency and that each agency has the required power and authority to perform this agreement.

F. Further Assurances. All parties hereto upon the request of any other party shall execute such further instruments or documents as may be reasonably required by the requesting party to implement the terms, conditions and provisions of this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by the respective officials thereunto duly authorized, this the day and year first above written.

City of Hialeah, Florida

501 Palm Avenue
Hialeah, Florida 33010-0040

Attest:

Authorized signature on behalf of
City of Hialeah

_____

Marbelys Fatjo
Acting City Clerk

_____

Mayor Carlos Hernandez Date

(SEAL)

Approved as to legal sufficiency and form:

_____

William M. Grodnick
City Attorney

Hialeah Housing Authority
75 East 6th Street
Hialeah, FL 33010

Attest:

Authorized signature on behalf of
Hialeah Housing Authority

_____

Maida Gutierrez Date
Chair of the Board

_____

Julio Ponce Date
Executive Director

Approved as to legal sufficiency and form:

_____

Charles Citron, Esq.
Attorney for Hialeah Housing Authority

Hialeah Housing Authority

HIALEAH HOUSING AUTHORITY

EXECUTIVE OFFICE
75 EAST 6TH STREET, HIALEAH, FL 33010
PH: 305-888-9744 – FAX: 305-887-8738

JULIO PONCE, CHAIRMAN
MAIDA GUTIERREZ, VICE-CHAIRPERSON
LOURDES LOZANO, COMMISSIONER
BARBARA HERNANDEZ, COMMISSIONER
LUCIA C. RODRIGUEZ, COMMISSIONER

JOSE F. MARTINEZ
INTERIM EXECUTIVE DIRECTOR

MEMORANDUM

AMENDED

To: Julio Ponce
Jose Martinez
From: Nicole Bates NB
Date: December 17, 2009
Re: Fraud Department Responsibilities

1. Responsible for tracing new residents admitted to Public Housing and Section 8 to ensure compliance with QHWRA (Quality Housing and Work Responsibility Act of 1998). Tracks percentage of applicants admitted to Public Housing and Section 8 program participants who must be at or below 30% of the AMI (Area Median Income).

2. Request, maintain and follow-up on data from targeted Public Housing and Section 8 files to determine facts in cases of suspected violations where recipients have either gained access to housing programs illicitly, have received financial benefit to which they were not legally entitled or have violated program regulations. Recommend to the Executive Director a plan of action and starts legal process when needed.

3. Work closely with local law enforcement agencies for support and cooperation in the preparation, packaging and presentation of cases for criminal prosecution. Establish contacts and case tracking sources with law enforcement, social service and regulatory agencies.

4. Track Section 8 SEMAP (Section 8 Management Assessment Program) and PHAS (Public Housing Assessment System) indicators and generates weekly and monthly advisory scores for the Executive Director.

5. Track income exemptions for residents transitioning from welfare to work.

6. Analyze crime statistics from the applicable Public Housing sites in relation to the Drug Elimination Grant.

7. Document daily all findings and observations.

12/17/2009 4:14 PM
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Exhibit "1"