

RESOLUTION No. 2007-173-679

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY CLERK AND CITY MANAGER TO EXECUTE AND ATTEST RESPECTIVELY, AN AGREEMENT AND ALL ATTENDANT DOCUMENTS WITH THE MIAMI DADE COUNTY DEPARTMENT OF HUMAN SERVICES TO ACCEPT BYRNE GRANT FUNDING FOR THE ENHANCEMENT OF THE RECORDS UNIT AT THE MIAMI GARDENS POLICE DEPARTMENT, IN THE AMOUNT OF \$15,352.00; PROVIDING FOR A MATCH OF CITY FUNDS IN THE AMOUNT OF \$5117.00; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, in an effort to provide greater access of police services to the residents of Miami Gardens, staff submitted a proposal for the purchase of an additional OSSI Module that will allow citizens, businesses, and visitors to the City of Miami Gardens the ability to obtain police reports online through the Police Department's Records Management System and agency web site, and

WHEREAS, the Miami Dade County Department of Human Services has been awarded Byrne Grant funding for the enhancement of the Records Unit at the Miami Gardens Police Department in the amount of \$15,352.00, and

WHEREAS, the City will be required to provide with a 25% match of funds which equates to \$5,117.00, for a total project amount of \$20,469.00,

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AS FOLLOWS:

Section 1. ADOPTION OF REPRESENTATIONS: The foregoing Whereas

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paragraphs are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

Section 2. AUTHORIZATION: The City Council for the City of Miami Gardens hereby authorizes the City Manager and City Clerk to execute and attest respectively, an Agreement and all attendant documents with the Miami Dade County Department of Human Services to accept Byrne Grant funding for the enhancement of the records unit at the Miami Gardens Police Department, in the amount of \$15,352.00. Furthermore, the City Council authorizes a match of city funds in the amount of \$5117.00.

Section 3. INSTRUCTIONS TO THE CITY CLERK: The City Clerk is hereby authorized to obtain three (3) fully executed copies of the subject Agreement, with one to be maintained by the City; with one to be delivered to the Miami-Dade County Department of Human Services, and with one directed to the Office of City Attorney.

Section 4. EFFECTIVE DATE: This Resolution shall take effect immediately upon its final passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS AT ITS REGULAR MEETING HELD ON DECEMBER 12<sup>th</sup>, 2007.

  
SHIRLEY GIBSON, MAYOR

ATTEST:

  
RONETTA TAYLOR, CMC, CITY CLERK

Prepared by SONJA KNIGHTON DICKENS, ESQ.  
City Attorney

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SPONSORED BY: DANNY O. CREW, CITY MANAGER

MOVED BY: Vice Mayor Watson

SECONDED BY: Councilman Bratton

**VOTE:** 5-1

Mayor Shirley Gibson	<u>  x  </u> (Yes)	<u>    </u> (No)	
Vice Mayor Barbara Watson	<u>  x  </u> (Yes)	<u>    </u> (No)	
Councilman Aaron Campbell Jr.	<u>  x  </u> (Yes)	<u>    </u> (No)	
Councilman Oscar Braynon, II	<u>    </u> (Yes)	<u>    </u> (No)	Not present
Councilman Andre Williams	<u>  x  </u> (Yes)	<u>    </u> (No)	
Councilwoman Sharon Pritchett	<u>    </u> (Yes)	<u>  x  </u> (No)	
Councilman Melvin L. Bratton	<u>  x  </u> (Yes)	<u>    </u> (No)	

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# City of Miami Gardens

1515-200 NW 167<sup>th</sup> Street  
Miami Gardens, Florida 33169



Mayor Shirley Gibson  
Vice Mayor Barbara Watson  
Councilman Melvin L. Bratton  
Councilman Aaron Campbell Jr.  
Councilwoman Sharon Pritchett  
Councilman Oscar Braynon II  
Councilman André Williams

## Agenda Cover Page

Date: November 28, 2007

Fiscal Impact: No  Yes

(If yes, explain in Staff Summary)

Funding Source: General Fund

Contract/P.O. Requirement: Yes  No

Sponsor Name/Department: R. Farmer

Public hearing

Ordinance

1st Reading

Advertising requirement:

RFP/RFQ/Bid # \_\_\_\_\_

Quasi-Judicial

Resolution

2nd Reading

Yes  No

## Title

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY CLERK AND CITY MANAGER TO EXECUTE AND ATTEST RESPECTIVELY, AN AGREEMENT AND ALL ATTENDANT DOCUMENTS WITH THE MIAMI DADE COUNTY DEPARTMENT OF HUMAN SERVICES TO ACCEPT BYRNE GRANT FUNDING FOR THE ENHANCEMENT OF THE RECORDS UNIT AT THE MIAMI GARDENS POLICE DEPARTMENT, IN THE AMOUNT OF \$15,352.00; PROVIDING FOR A MATCH OF CITY FUNDS IN THE AMOUNT OF \$5117.00; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

## Staff Summary

In an effort to provide greater access of police services to the residents of Miami Gardens, staff submitted a proposal for the purchase of an additional OSSI Module that will allow citizens, businesses, and visitors to the City of Miami Gardens the ability to obtain police reports online through the Department's Records Management System and agency web site. The attached resolution authorizes the City Manager to enter into a contract with the Miami Dade County Department of Human Services to accept Byrne Grant funding for the enhancement of the Records Unit at the Miami Gardens Police Department. The program budget for this year's grant is \$15,352 with a 25% agency match in the amount of \$5,117, for a total project amount of \$20,469

**K-16) CONSENT AGENDA**  
Accepting Byrne Grant Funding

# MIAMI-DADE COUNTY DEPARTMENT OF HUMAN SERVICES

## CONTRACT

This Contract, made this \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_, by and between Miami-Dade County, a political subdivision of the State of Florida (hereinafter referred to as "County") through its Department of Human Services (hereinafter referred to as "Department"), located at 2525 N.W. 62<sup>nd</sup> Street, Suite 4228 – Miami, FL 33147, and the CITY OF MIAMI GARDENS located in Miami-Dade County, Florida (hereinafter referred to as "Provider"), provides the terms and conditions pursuant to which the Provider shall provide a **Criminal Justice Record Improvement Project**.

WHEREAS, the County has been awarded federal funds from the Drug Control and System Improvement Formula Grant Program under Public Law 100-690, the Federal Anti-Drug Abuse Act of 1988, hereinafter referred to as the ACT; and

WHEREAS, the Provider warrants and represents that it possesses the legal authority to enter into this Agreement by way of resolution, motion or similar action that has been duly adopted or passed as an official act of the Provider's governing body, authorizing the execution of the Contract, including all understandings and assurances contained herein, and authorizing the person identified as the official representative of the Provider to carry out on behalf of the Provider all of the duties and responsibilities set forth in this Contract; and

WHEREAS, this Contract shall be deemed effective upon award of grant funds by the State of Florida Department of Law Enforcement, Office of Criminal Justice Grants to Miami-Dade County or when this Contract has been duly executed by both parties, whichever is later; and

WHEREAS, the County is desirous of supporting an expansion of the services provided by the **Criminal Justice Record Improvement Project** by providing a portion of the federal funds awarded to Miami-Dade County to the **Criminal Justice Record Improvement Project**; and

WHEREAS, the County as contractor/grantee for the State of Florida is authorized to purchase said services for the **Criminal Justice Record Improvement Project** as an allowable activity under the ACT; and

WHEREAS, the County requires the above-mentioned services from the Provider in order to fulfill its' contractual obligations under the aforementioned grant,

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

- I. **AMOUNT PAYABLE** Subject to available funds, the maximum amount payable for services rendered under this Contract, shall not exceed **\$15,352**. Both parties agree that should available County funding be reduced, the amount payable under this Agreement may be proportionately reduced at the option of the County.

II. **SCOPE OF SERVICES.** The Provider agrees to render services in accordance with the Scope of Services incorporated herein and attached hereto as Attachment A.

III. **EFFECTIVE TERM** The effective term of this Agreement shall be from **October 1, 2007 through September 30, 2008.**

IV. **CASH MATCH REQUIREMENT.** The Provider shall maintain sufficient financial resources to meet the expenses incurred during the period between the provision of services and payment by the County, **including the required 25% Cash Match**, and provide all equipment and supplies required for the provision of services

V. **REQUIREMENTS RELATED TO USE OF ANTI-DRUG ABUSE FUNDS UNDER THE DRUG CONTROL AND SYSTEM IMPROVEMENT PROGRAM**

A. **Requirements of the Anti-Drug Abuse Act.** The Provider agrees to abide by all of the requirements of the Anti-Drug Abuse Act of 1988 under the Drug Control and System Improvement Formula Grant Program, including Rule Chapter 9B-61 of the Florida Administrative Code. Furthermore, the Florida Department of Law Enforcement, Business Support Program, Office of Criminal Justice Grants, Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Program Application for Funding Assistance and all laws, rules, regulations relating thereto are incorporated herein by reference as if fully set forth.

B. **Supplanting.** The Provider agrees that funds received under this Contract shall be utilized to supplement, not supplant state or local funds, and will be used to increase the amounts of such funds that would, in the absence of grant funds, be made available for anti-drug law enforcement activities, in accordance with Rule Chapter 9B-61.006 (5), Florida Administrative Code.

VI. **CONTINUITY OF SERVICES.** Provider agrees to provide optimal continuity of services by assuring that services are provided by the same person whenever possible and, if not, by a qualified replacement when necessary.

VII. **PROGRAM CONTACT.** Provider shall designate a contract coordinator who shall be responsible for: 1) monitoring the Provider's compliance with the terms of this Contract and; 2) whenever the County so requests, meeting with County staff to review such compliance.

VIII. **INDEMNIFICATION BY THE PROVIDER.** The Provider shall indemnify and hold harmless 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 County or 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 Contract by the Provider or its employees, agents, servants, partners, principals or subcontractors. Provider 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. Provider expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by Provider 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. The provisions of this section or indemnification shall survive the expiration or termination of this Contract.

IX. **INSURANCE.** If Provider is an agency or a political subdivision of the State as defined by section 768.28, Florida Statutes, the Provider shall furnish the County, upon request, written verification of liability protection in accordance with section 768.28, Florida Statutes. Nothing herein shall be construed to extend any party's liability beyond that provided in section 768.28, Florida Statutes.

X. **LICENSURE AND CERTIFICATION.** The Provider shall ensure that all other licensed professionals providing **Criminal Justice Record Improvement** services shall have appropriate training and experience in the field in which he/she practices and abide by all applicable State and Federal laws and regulations and ethical standards consistent with those established for his/her profession. Ignorance on the part of the Provider shall in no way relieve it from any of its responsibilities in this regard.

XI. **CONFLICT OF INTEREST.** The 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 if fully set forth herein, in connection with its Contract obligations hereunder.

XII. **CIVIL RIGHTS.** The 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 and public accommodation; the Age Discrimination Act of 1975, 42 U.S.C. , § 2000 d as amended, which prohibits discrimination in employment because of age; 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 Americans with Disabilities 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 Contract. 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 Transit Act, 49 U.S.C. § 1612, and the Fair Housing Act, 42 U.S.C. § 3601 et seq. If the 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 Provider. Any contract entered into based upon a false affidavit shall be voidable by the County. If the Provider violates any of the Acts during the term of any Contract the Provider has with the County, such contract shall be voidable by the County, even if the Provider was not in violation at the time it submitted its affidavit.

The Provider agrees that it is in compliance with the Domestic Violence Leave Ordinance, codified as § 11A-60 et 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 Contract or for commencement of debarment proceedings against Provider.

**XIII. NOTICES.** Notice under this Contract shall be sufficient if made in writing and delivered personally or sent by mail or by facsimile to the parties at the following addresses or to such other address as either party may specify:

If to the COUNTY:

Miami-Dade County  
Department of Human Services  
2525 NW 62<sup>nd</sup> Street, Suite 4225  
Miami, Florida 33147  
Attention: Ms. Michaela Doherty

If to the PROVIDER:

Miami Gardens Police Department  
1515 NW 167 Street, Bldg 7  
Miami Gardens, FL 33169  
Attention: Mr. Paul Miller

**XIV. AUTONOMY.** Both parties agree that this Contract recognizes the autonomy of and stipulates or implies no affiliation between the contracting parties. It is expressly understood and intended that the Provider is only a recipient of funding support and is not an agent or instrumentality of the County. Furthermore, the Provider's agents and employees are not agents or employees of the County.

**XV. BREACH OF AGREEMENT; COUNTY REMEDIES.**

A. Breach. A breach by the Provider shall have occurred under this Contract if: (1) The Provider fails to provide services outlined in the Scope of Services (Attachment A) within the effective term of this Contract; (2) the Provider ineffectively or improperly uses the funds allocated under this Contract; (3) the Provider fails to submit, or submits incorrect or incomplete proof of expenditures to support reimbursement requests or fails to submit or submits incomplete or incorrect detailed reports of expenditures or final expenditure reports; (4) the Provider does not submit or submits incomplete or incorrect required reports; (5) the Provider refuses to allow the County access to records or refuses to allow the County to monitor, evaluate and review the Provider's program; (6) the Provider discriminates under any of the laws outlined in Section XII of this Contract; (7) the Provider fails to provide Domestic Violence Leave to its employees pursuant to local law; (8) the Provider falsifies or violates the provisions of the Drug Free Workplace Affidavit (Attachment D); (9) the Provider attempts to meet its obligations under this Contract through fraud, misrepresentation or material misstatement; (10) the Provider fails to correct deficiencies found during a monitoring, evaluation or review within the specified time; (11) the Provider fails to meet any of the terms and conditions of the Miami-Dade County Affidavits (Attachment D); (12) the Provider fails to meet any of the terms and conditions of any obligation under any contract or otherwise or any repayment schedule to any of its agencies or instrumentalities; or (13) the Provider fails to fulfill in a timely and proper manner any and all of its obligations, covenants, agreements and stipulations in this Contract. 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 Contract.

B. County Remedies. If the Provider breaches this Contract, the County may pursue any or all of the following remedies:

1. The County may terminate this Contract by giving written notice to the Provider of such termination and specifying the effective date thereof at least five (5) days before the effective date of termination. In the event of termination, the County may: (a) request the return of all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports prepared and secured by the Provider with County funds under this Contract; (b) seek reimbursement of County funds allocated to the Provider under this Contract; (c) terminate or cancel any other contracts entered into between the County and the Provider. The Provider shall be responsible for all direct and indirect costs associated with such termination, including attorney's fees;

2. The County may suspend payment in whole or in part under this Contract by providing written notice to the Provider of such suspension and specifying the effective date thereof, at least five (5) days before the effective date of suspension. If payments are suspended, the County shall specify in writing the actions that must be taken by the Provider as condition precedent to resumption of payments and shall specify a reasonable date for compliance. The County may also suspend any payments in whole or in part under any other contracts entered into between the County and the Provider. The Provider shall be responsible for all direct and indirect costs associated with such suspension, including attorney's fees;

3. The County may seek enforcement of this Contract including but not limited to filing action with a court of appropriate jurisdiction. The Provider shall be responsible for all direct and indirect costs associated with such enforcement, including attorney's fees;

4. The County may debar the Provider from future County contracting;

5. If, for any reason, the Provider should attempt to meet its obligations under this Contract through fraud, misrepresentation or material misstatement, the County shall, whenever practicable terminate this Contract by giving written notice to the Provider of such termination and specifying the effective date thereof at least five (5) days before the effective date of such termination. The County may terminate or cancel any other contracts which such individual or entity has with the County. Such individual or entity shall be responsible for all direct or indirect costs associated with such termination or cancellation, including attorney's fees. Any individual or entity who attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement may be disbarred from County contracting for up to five (5) years;

6. Any other remedy available at law or equity.

C. The County Manager is authorized to terminate this Contract on behalf of the County.

D. Damages Sustained. Notwithstanding the above, the Provider shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract, and the County may withhold any payments to the Provider until such time as the exact amount of damages due the County is determined. The Provider shall be responsible for all direct and indirect costs associated with such action, including attorney's fees

**XVI. TERMINATION BY EITHER PARTY.** Both parties agree that this Contract may be terminated by either party hereto by written notice to the other party of such intent to terminate

at least sixty (60) days prior to the effective date of such termination. The County Manager is authorized to terminate this Contract on behalf of the County.

**XVII. PROJECT BUDGET AND PAYMENT PROCEDURES.** The Provider agrees that all expenditures or costs shall be made in accordance with the Budget which is attached herein and incorporated hereto as Attachment B.

A. Budget Variance. Funds may be shifted between approved line items, not to exceed fifteen percent (15%) of the total budget, without a written amendment. Variances greater than fifteen percent (15%) in any approved line item shall require a written amendment approved by the Department

B. Recapture Funds. At the conclusion of the third quarter and upon submission of the Quarterly Performance Report and Invoice, the County will review the Provider's Year-To-Date expenditures.

1. Municipalities reporting remaining balances which exceed expenditure levels for normal program operations must submit a plan with the Third Quarter Report which documents those steps the municipality will take in the Fourth Quarter to fully expend the contract by the end of the program year.

2. This expenditure plan must be approved by the County.

3. Where the municipality does not anticipate full expenditures by the end of the program year, the County will recapture the anticipated unexpended amount for use in another program, without a formal amendment process.

C. Payment Procedures. The County agrees to pay the Provider for services rendered under this Contract based on the line item budget incorporated herein and attached hereto as Attachment B. The parties agree that this is a cost-basis Contract and the Provider shall be paid through reimbursement payment for allowable expenses on the budget approved under this Contract (see Attachment B). The Provider agrees to invoice the County for each **Criminal Justice Record Improvement** using the Quarterly Project Performance Report & Invoice as it appears in Attachment C, and to do so on a quarterly basis, as stated in Section XIX. B.1. The Quarterly Project Performance Report & Invoice shall be prepared in a manner in accordance with the form provided in Attachment C. The final Quarterly Project Performance Report & Invoice shall be submitted by October 15, 2008.

D. The Provider agrees to mail all invoices to the address listed above, Section XIII.

E. The County agrees to review invoices and to inform the Provider of any questions. Payments shall be mailed to the Provider by the County's Finance Department.

F. No payment of subcontractors. In no event shall county funds be advanced directly to any subcontractor hereunder.

**XVIII. INVENTORY - CAPITAL EQUIPMENT AND REAL PROPERTY.**

A. Acquisition of Property. The Provider is required to be prudent in the acquisition and management of property with federal funds. Expenditure of funds for the acquisition of

at least sixty (60) days prior to the effective date of such termination. The County Manager is authorized to terminate this Contract on behalf of the County.

**XVII. PROJECT BUDGET AND PAYMENT PROCEDURES.** The Provider agrees that all expenditures or costs shall be made in accordance with the Budget which is attached herein and incorporated hereto as Attachment B.

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1. Municipalities reporting remaining balances which exceed expenditure levels for normal program operations must submit a plan with the Third Quarter Report which documents those steps the municipality will take in the Fourth Quarter to fully expend the contract by the end of the program year.

2. This expenditure plan must be approved by the County.

3. Where the municipality does not anticipate full expenditures by the end of the program year, the County will recapture the anticipated unexpended amount for use in another program, without a formal amendment process.

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F. No payment of subcontractors In no event shall county funds be advanced directly to any subcontractor hereunder.

**XVIII. INVENTORY - CAPITAL EQUIPMENT AND REAL PROPERTY.**

A. Acquisition of Property. The Provider is required to be prudent in the acquisition and management of property with federal funds. Expenditure of funds for the acquisition of

new property, when suitable property required for the successful execution of projects is already available within the Provider organization, will be considered an unnecessary expenditure

B. Screening. Careful screening should take place before acquiring property in order to ensure that it is needed with particular consideration given to whether equipment already in the possession of the Provider organization can meet identified needs. While there is no prescribed standard for such review, the Provider procedures may establish levels of review dependent on factors such as the cost of the proposed equipment and the size of the Provider organization. The establishment of a screening committee may facilitate the process; however, the Provider may utilize other management techniques which it finds effective as a basis for determining that the property is needed and that it is not already within the Provider's organization. The County must ensure that the screening referenced above takes place and that the Provider has an effective system for property management. The Provider is hereby informed that if the County is made aware that the Provider does not employ an adequate property management system, project costs associated with the acquisition of the property may be disallowed.

C. Loss, Damage or Theft of Equipment. The Provider is responsible for replacing or repairing the property which is willfully or negligently lost, stolen, damaged or destroyed. Any loss, damage, or theft of the property must be investigated and fully documented and made part of the official project records.

D. Equipment Acquired with Crime Control Act Block/Formula Funds. Equipment acquired shall be used and managed to ensure that the equipment is used for criminal justice purposes.

E. Management. The Provider's procedures for managing equipment (including replacement), whether acquired in whole or in part with project funds, will, at a minimum, meet the following requirements: 1) Property records must be maintained which include description of property, serial number or other identification number, source of the property, identification of who holds the title, acquisition date, costs of the property, percentage of County participation in the cost of the property (Federal funds), location of property, use and condition of the property, disposition data including the date of disposal and sale price; 2) a physical inventory of the property must be taken and the results reconciled with the property records at least once every 2 years; 3) a control system must exist to ensure adequate safeguards to prevent loss, damage or theft of the property. Any loss, damage, or theft shall be investigated by the Provider as appropriate; 4) adequate maintenance procedures must exist to keep the property in good condition; and 5) if the Provider is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

F. Retention of Property Records. Records for equipment, nonexpendable personal property, and real property shall be retained for a period of 3 years from the date of the disposition or replacement or transfer at the discretion of the County. If any litigation, claim, or audit is started before the expiration of the 3-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

#### **XIX. RECORDS, REPORTS, MONITORING AUDITS, AND EVALUATION STUDIES.**

The Provider shall keep records of program services in sufficient detail to provide any reports that may be requested by the County.

A. Records. All program records will be retained by the Provider for not less than three (3) years beyond the term of this Agreement. In accordance with contract requirements from the State of Florida, records for the **Criminal Justice Record Improvement Project** services must reflect:

1. The names of staff providing services as described in Attachment A
2. The dates and number of hours the staff provided services.
3. The dates of services and activities and the names of program participants in attendance to such as described in Attachment A.
4. The records of all other program services provided under this Agreement

B. Reporting Requirements.

1. Quarterly Project Performance Report and Invoice. The Provider shall submit the Quarterly Project Performance Report and Invoice to the Department of Human Services by January 15, April 15, July 15, and October 15, 2008 covering the Agreement activity for the previous quarter. The Quarterly Project Performance Report and Invoice shall be submitted in the format and using the form attached hereto as Attachment C.

2. Other Required Reports. The Provider shall submit other reports as may be required by the Department of Human Services during the program year.

C. Changes to Reporting Requirements. The Provider understands that the County may at any time require changes in data collected, records or reporting, as may be necessary and agrees to comply with any such modifications.

D. Monitoring and Audit. The Provider shall make available for review, inspection, monitoring or audit by the County without notice during normal business hours all financial records and other program records and documents which relate to or have been produced or created as a result of this Agreement. The Provider shall provide assistance as may be necessary to facilitate a financial/program audit when deemed necessary by the County to ensure compliance with applicable accounting and financial standards. The County reserves the right to require the Provider to submit to an audit of the County's choosing. Furthermore, the Provider understands, it may be subject to an audit, random or otherwise, by the Office of the Dade County Inspector General or independent private sector inspector general retained by the Office of the Inspector General.

E. Office of Miami-Dade County Inspector General. Miami-Dade County has established the Office of the 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 1/4 of 1% of the total contract amount.

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 witness, 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 change orders to the Contract. The Inspector General is empowered to retain the services of independent private sector inspectors general 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, change order estimate files, worksheets, proposals and Contracts 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 Contracts 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.

F. Independent Private Sector Inspector General Reviews. Pursuant to Miami-Dade County Administrative Order 3-20, the Provider is aware that 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 for inspection and copying. The County shall be responsible for the payment of these IPSIG services, and under no circumstances shall the Provider's budget and any changes thereto approved by the County, be inclusive of any changes relating to these IPSIG services.

The terms of this provision herein, apply to the Provider, its officers, agents, employees, subconsultants and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of the Provider in connection with this Contract. The terms of this Section shall not impose any liability on the County by the Provider or any third party.

G. Evaluation Studies. The Provider agrees to participate in evaluation studies sponsored by the administrative agent for these funds from the Florida Department of Law Enforcement, Business Support Program, Office of Criminal Justice Grants. This participation shall at a minimum include access to the Provider's premises and records.

**XX. PROHIBITED USE OF FUNDS.**

A. Adverse Actions or Proceeding The Provider shall not utilize County funds to retain legal counsel for any action or proceeding against the County or any of its agents, instrumentalities, employees or officials. The Provider shall not utilize County funds to provide legal representation, advice or counsel to any client in any action or proceeding against the County or any of its agents, instrumentalities, employees or officials.

B. Religious Purposes. County funds shall not be used for religious purposes.

C. Commingling Funds. The Provider shall not commingle funds provided under this Contract with funds received from any other funding sources.

**XXI. MISCELLANEOUS.**

A. Contract. This Contract is the complete and exclusive statement of all the arrangements between the County and the Provider regarding provision of the services described in Attachments A and B. Nothing herein shall alter, affect, modify, change or extend any other agreement between the Provider and the County unless specifically stated herein.

B. Amendments and Modifications. Except as otherwise enumerated herein, no amendment to this Contract shall be binding on either party unless reduced to writing, signed by both parties, and approved by the County Manager. Provided, however, that the County may effect amendments to this Contract without the written consent of the Provider, to conform this Contract to changes in the laws, directives, guidelines, and objectives of County, State and Federal Governments.

Any alterations, variations, amendments, or other modifications of this Contract, including but not limited to amount 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 Contract

The County and Provider mutually agree that amendments of the Scope of Service, line item budget of more than fifteen percent (15%) of the total budget set forth herein and other such revisions may be negotiated as written amendment to this Contract between the parties. The County Manager is authorized to make amendments to this Contract as described herein on behalf of the County.

C. Ownership of Data and Other Material. All reports, information documents, tapes and recordings, maps and other data and procedures developed, prepared, assembled or completed by the Provider in connection with the duties and responsibilities undertaken by the Provider in accordance with the terms of this Contract shall become the property of the County without restriction, reservation or limitation of their use and shall be made available to the County by the Provider at any time upon request by the County. Upon completion of all work contemplated under this Contract, copies of all of the above data shall be delivered to the County upon request.

D. Contract Guidelines. This Contract is made in the State of Florida and shall be governed according to the laws of the State of Florida. Proper venue for this Contract shall be Miami-Dade County, Florida.

E. Publicity. It is understood and agreed between the parties hereto that this Provider is funded by Miami-Dade County. Further, by acceptance of these funds, the Provider agrees that events and printed documents funded by this Contract shall recognize the funding source as follows:

This program was supported by a grant awarded to the Miami-Dade County Department of Human Services, the Florida Department of Law Enforcement (FDLE) and the U.S. Department of Justice, Bureau of Justice Assistance (BJA).

F. Subcontracts. The Provider agrees not to enter into subcontracts, retain consultants, or assign, transfer, convey, sublet, or otherwise dispose of this Contract, or any or all of its rights, title or interest herein, or its power to execute such Contract without the prior written approval of the County and that all subcontractors or assignees shall be governed by the terms and conditions of this Contract. If this Contract involves the expenditure of \$100,000 or more by the County and the Provider intends to use subcontractors to provide the services listed in the Scope of Services (Attachment A) or suppliers to supply the materials, the Provider shall provide the names of the subcontractors and suppliers on the form attached as Attachment E. The Provider agrees that it will not change or substitute subcontractors or suppliers from those listed in Attachment E without prior written approval of the County.

G. Headings, Use of Singular and Gender. Paragraph headings are for convenience only and are not intended to expand or restrict the scope or substance of the provisions of this Contract. Wherever used herein, the singular shall include the plural and plural shall include the singular and pronouns shall be read as masculine, feminine or neuter as the context requires.

H. Total of Contract/Severability of Provisions. This twelve (12) page Contract with its recitals on the first page of the Contract and with its attachments as referenced below contain all the terms and conditions agreed upon by the parties:

Attachment A:	Scope of Services
Attachment B:	Budget
Attachment C:	Quarterly Project Performance Report & Invoice
Attachment D:	Miami-Dade County Affidavits
Attachment D1:	Code of Business Ethics
Attachment D2:	Miami-Dade County Debarment Disclosure Affidavit
Attachment D3:	State Public Entities Crime Affidavit
Attachment E:	Provider's Disclosure of Subcontractors and Suppliers

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name (typed)

ATTEST:

By: \_\_\_\_\_

By: \_\_\_\_\_  
(Corporate Seal)

ATTEST:

MIAMI-DADE COUNTY, FLORIDA

HARVEY RUVIN, CLERK

By: \_\_\_\_\_  
DEPUTY CLERK

By: \_\_\_\_\_  
GEORGE M. BURGESS  
COUNTY MANAGER

## SUMMARY OF ATTACHMENTS

ATTACHMENT A	Scope of Services/ Program Narrative
ATTACHMENT B	Program Budget
ATTACHMENT C	Quarterly Project Performance Report & Invoice
ATTACHMENT D	Miami-Dade County Affidavits
ATTACHMENT D1	Code of Business Ethics
ATTACHMENT D2	Miami-Dade County Debarment Disclosure Affidavit
ATTACHMENT D3	State Public Entities Crime Affidavit
ATTACHMENT E	Provider's Disclosure of Subcontractors and Suppliers

ATTACHMENT A

## PROGRAM NARRATIVE

Jurisdiction Name: Miami Gardens

Contact Person: Paul Miller

Address: 1515 NW 167 Street, Bldg 7  
Miami Gardens, FL 33169

Contact Numbers: (305) 622-8000ext. 2330 (O)  
(305) 622-8045 (F)

Program Area: Records Improvement

Program Dates: 10/01/07 through 09/30/08

Program Name: Records Improvement

Target Population: City Residents

### Problem Identification

The Miami Gardens Police Department (MGPD) is a newly formed law enforcement agency which will assume law enforcement responsibilities on December 1, 2007. In an effort to address traditional problems associated with paper records management, MGPD has purchased a computer assisted records management system (Sungard OSSI). Traditional records management requires voluminous storage facilities and several individuals to process records. In addition, citizens can usually only make requests through traditional non-technological formats. Traditional formats require face to face or telephone contact during business hours (9:00 a.m. to 5:00 p.m.) and governmental agencies are confined to the same restrictions as citizens. The only mechanism that is available to the citizen is to travel to the police facility to gather statistical information or obtain copies of police reports.

The additional complication is that of processing time. Normal report processing time ranges from several days to several weeks. The use of Sungard OSSI will allow for the processing of reports quickly and make them readily available. The implementation of this records management system will increase customer service and enhance the department's efficiency.

### Program Description

In our continuing effort to promote and foster community relations, we have recognized the need to make the police department's services more accessible to the community. The proposed OSSI Police-to-Citizen (P2C) Data Sharing system is an Internet-based solution that provides timely information to users. The P2C component enables agencies to host a web-based portal for citizens to retrieve, enter, and print reports. The application is a browser-based solution that provides a convenient means for citizens to perform simple searches, download reports, and complete applications online. Citizens can search accident reports, view the daily bulletin, view missing persons, view the agency's event calendar, and enter basic incident reports. The new computer based system will enable rapid search, reduce storage capacity and permit redeployment of police resources. The funding allotted in this grant will allow for the purchase of the software to implement this module, purchase of a computer to update the system and process citizen requests. Additionally JAG funding will provide overtime for personnel within the records division to update the website, process requests and service this component of the Records Management System.

Jurisdiction Name: Miami Gardens

Contact Person: Paul Miller

Address: 1515 NW 167 Street, Bldg 7  
Miami Gardens, FL 33169

Contact Numbers: (305) 622-8000ext 2330 (O)  
(305) 622-8045 (F)

Program Area: Records Improvement

Program Dates: 10/01/07 through 09/30/08

Program Name: Records Improvement

Target Population: City Residents

Proposed Activities	Planned Measures	Monitoring Plan
15C20 To purchase equipment for criminal justice records improvement activities in this project.	Purchase OSSI P2C computer system, accessories and wireless services for the police department.  Purchase equipment and software to enable an information exchange between police personnel and residents in order to enable citizens to make online records request.	The Miami Gardens Police Department will continually update our records division and provide information which is beneficial to the residents.
	Paul Miller, MGPD	Michaela Doherty, DHS

ATTACHMENT B

**PROGRAM BUDGET**

Jurisdiction Name: MIAMI GARDENS  
Program Area: Records Improvement  
Program Name: Records Improvement

Contact Person: Paul Miller  
622-8000 x 2330 PH -- 622-8045 FX  
Program Dates: 10/01/07 - 09/30/08

<b>Salaries and Benefits, Total</b>		<b>\$5,096</b>
1 Clerk X 3 5hrs/wk X 52 weeks X \$28/hr	\$5,096	
<b>Contractual Services, Total</b>		<b>\$0</b>
<b>Operating Capital Outlay, Total</b>		<b>\$15,373</b>
Police to Citizens Computer software	\$12,500	
Annual service contract	\$1,883	
Computer workstation	\$990	
<b>Expenses, Total</b>		<b>\$0</b>
<b>Total Budget</b>		<b><u>\$20,469</u></b>

Dade County will reimburse an amount not to exceed: \$15,352

The 25% CASH MATCH for this grant is: \$5,117

The source of the CASH MATCH is:  
Police Department General Fund, Miami Gardens  
OCO level begins at \$750.

ATTACHMENT C

**Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Program**  
Drug Control and System Improvement Formula Grant Program

Quarterly Project Performance Report

RECORD IMPROVEMENT PROJECT

PURPOSE AREA 15B

---

(City)

---

(Project Name)

---

(Name of Person Completing Form)

(Title)

(Phone)

STATE ID NUMBER: 2008-JAGC-DADE -2 -Q9-144

Report Number	Quarterly Period	Report Due Dates
1	October 1 - December 31	January 15
2	January 1 - March 31	April 15
3	April 1 - June 30	July 15
4	July 1 - September 30	October 15

Report Number	Quarterly Period	Report Due Dates

**Note:** Those questions that are directly related to your program have been highlighted for your convenience. All questions must be answered and explained in the NARRATIVE portion of this report. Any report not received by January 16; April 16; July 16; and/or October 16, will result in the issuance of a "Noncompliance Notice" and a delay or denial of Reimbursement Requests.

FY2008 Quarterly Project Report  
Criminal Justice Information System 15B  
Record Improvement Project

Please answer the highlighted questions that correspond to your project

**15C.20 To purchase equipment for criminal justice records improvement activities in this project.**

**20a Was equipment ordered for project operations during this quarter?** \_\_\_\_\_

**20b. Was equipment for project operations received during this quarter?** \_\_\_\_\_

**20c. Was equipment for project operations distributed during this quarter?** \_\_\_\_\_

**20d. Was equipment for project operations used during this quarter?** \_\_\_\_\_

**15C.21 To convert a manual records system into an electronic records retention system for the purpose of criminal justice records improvement**

**21a. How many manual records were converted to an electronic records retention system during this quarter?** \_\_\_\_\_

**21b. How many overtime hours were used to convert manual records to an electronic records retention system?** \_\_\_\_\_

**PROGRAM NARRATIVE**

In accordance with FDLE, all projects must include a detailed description of program activities for each quarter. Jurisdictions failing to complete this portion of the report will be "Out of Compliance" in addition to a denial of reimbursement requests.

**Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Program**

**SUMMARY STATEMENT OF QUARTERLY PROJECT COSTS  
(To Be Copied on Jurisdiction Letterhead)**

City:	Date of Claim:
Project Name:	Claim Number:
Telephone:	Claim Period:
Name of Person Completing Form:	

1. Total Federal Budget \$ \_\_\_\_\_ 2. Amount This Invoice \$ \_\_\_\_\_  
(75% of your current claim)

3. Amount of Previous Invoices \$ \_\_\_\_\_ 4. Remaining Federal Balance \$ \_\_\_\_\_  
(Subtract lines 2 & 3 from line 1)

Sub Object Code	Budget Categories	Line Item Disallowed	Exceeds Budget	Federal Funds	Local Match	Category Totals
_____	Salaries & Benefits	_____	_____	_____	_____	_____
_____	Contractual Services	_____	_____	_____	_____	_____
_____	Operating/ Capital Equipment	_____	_____	_____	_____	_____
_____	Expenses	_____	_____	_____	_____	_____
_____	Total Claim	_____	_____	_____	_____	_____

We request payment in accordance with our contract agreement in the amount of 75% of the Total Costs for this Claim \$ \_\_\_\_\_ (75%), the balance of costs, \$ \_\_\_\_\_ (25%), to be recorded as our in-kind contribution to comply with the local match requirements

Attached, please find the records which substantiate the above expenditures. I certify that all of the costs have been paid and none of the items have been previously reimbursed. All of the expenditures comply with the authorized budget and fall within the contractual scope of services and all of the goods and services have been received, for which reimbursement is requested.

Respectfully submitted,

\_\_\_\_\_  
 Chief of Police/Other City Official

\_\_\_\_\_  
 Payment Approved, Miami Dade County





ATTACHMENT D

DEPARTMENT OF HUMAN SERVICES
BYRNE GRANT ADMINISTRATION

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; MIAMI-DADE CRIMINAL RECORD AFFIDAVIT; DISABILITY NONDISCRIMINATION AFFIDAVIT; and the PROJECT FRESH START AFFIDAVIT 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:
Affiant

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

\_\_\_ I MIAMI-DADE COUNTY OWNERSHIP DISCLOSURE AFFIDAVIT (Sec. 2-8.1 of the County Code)

- 1. 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):

Table with 3 columns: Full Legal Name, Address, Ownership. Includes three rows of blank lines for data entry, each ending with a percentage sign (%).

2. The full legal names and business address of any other individual (other than subcontractors, material men, 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):

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3. 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.

— II. 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.

1. Does your firm have a collective bargaining agreement with its employees?  
 Yes  No

2. Does your firm provide paid health care benefits for its employees?  
 Yes  No

3. Provide a current breakdown (number of persons) of your firm's work force and ownership as to race, national origin and gender:

White:	<input type="checkbox"/> Males	<input type="checkbox"/> Females	Asian:	<input type="checkbox"/> Males	<input type="checkbox"/> Females
Black:	<input type="checkbox"/> Males	<input type="checkbox"/> Females	American Indian:	<input type="checkbox"/> Males	<input type="checkbox"/> Females
Hispanics:	<input type="checkbox"/> Males	<input type="checkbox"/> Females	Aleut (Eskimo):	<input type="checkbox"/> Males	<input type="checkbox"/> Females
_____:	<input type="checkbox"/> Males	<input type="checkbox"/> Females:	_____:	<input type="checkbox"/> Males	<input type="checkbox"/> Females

— III. AFFIRMATIVE ACTION/NONDISCRIMINATION OF EMPLOYMENT, PROMOTION AND PROCUREMENT PRACTICES (County Ordinance 98-30 codified at 2-8.1.5 of the County Code.)

In accordance with County Ordinance No. 98-30, entities with annual gross revenues in excess of \$5,000,000 seeking to contract with the County shall, as a condition of receiving a County contract, have: i) a written affirmative action plan which sets forth the procedures the entity utilizes to assure that it does not discriminate in its employment and promotion practices; and ii) a written procurement policy which sets forth the procedures the entity utilizes to assure that it does not discriminate against minority and women-owned businesses in its own procurement of goods, supplies and services. Such affirmative action plans and procurement policies shall provide for periodic review to determine their effectiveness in assuring the entity does not discriminate in its employment, promotion and procurement practices. The foregoing notwithstanding, corporate entities whose boards of directors are representative of the population make-up of the nation shall be presumed to have non-discriminatory employment and procurement policies, and shall not be required to have written affirmative action plans and procurement policies in order to receive a County contract. The foregoing presumption may be rebutted.

The requirements of County Ordinance No. 98-30 may be waived upon the written recommendation of the County Manager that it is in the best interest of the County to do so and upon approval of the Board of County Commissioners by majority vote of the members present.

- \_\_\_\_\_ The firm does not have annual gross revenues in excess of \$5,000,000.
- \_\_\_\_\_ The firm does have annual revenues in excess of \$5,000,000; however, its Board of Directors is representative of the population make-up of the nation and has submitted a written, detailed listing of its Board of Directors, including the race or ethnicity of each board member, to the County's Department of Business Development, 175 N.W. 1st Avenue, 28th Floor, Miami, Florida 33128.
- \_\_\_\_\_ The firm has annual gross revenues in excess of \$5,000,000 and the firm does have a written affirmative action plan and procurement policy as described above, which includes periodic reviews to determine effectiveness, and has submitted the plan and policy to the County's Department of Business Development 175 N.W. 1st Avenue, 28th Floor, Miami, Florida 33128;
- \_\_\_\_\_ The firm does not have an affirmative action plan and/or a procurement policy as described above, but has been granted a waiver.

IV. 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.

V MIAMI-DADE 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 named person or entity is providing a drug-free workplace. A written statement to each employee shall inform the employee about:

1. danger of drug abuse in the workplace
2. the firm's policy of maintaining a drug-free environment at all workplaces
3. availability of drug counseling, rehabilitation and employee assistance programs
4. penalties that may be imposed upon employees for drug abuse violations

The person or entity shall also require an employee to sign a statement, as a 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.

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 operation 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 provisions of this ordinance in those instances where those provisions are in conflict with the requirements of those governmental entities.

VI MIAMI-DADE EMPLOYMENT FAMILY LEAVE AFFIDAVIT (County Ordinance No. 142-91 codified as Section 11A-29 et. seq of the County Code)

That in compliance with Ordinance No. 142-91 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 serious 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.

VII DISABILITY NON-DISCRIMINATION AFFIDAVIT (County Resolution R-385-95)

That the above named firm, corporation or organization is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction in the following laws: The Americans with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 U.S.C. 12101-12213 and 47 U.S.C. Sections 225 and 611 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private Entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions; The Rehabilitation Act of 1973, 29 U.S.C. Section 794; The Federal Transit Act, as amended 49 U.S.C. Section 1612; The Fair Housing Act as amended, 42 U.S.C. Section 3601-3631. The foregoing requirements shall not pertain 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.

VIII MIAMI-DADE COUNTY REGARDING DELINQUENT AND CURRENTLY DUE FEES OR TAXES (Sec. 2-8.1(c) of the County Code)

Except for small purchase orders and sole source contracts, that above named firm, corporation, organization or individual desiring to transact business or enter into a contract with the County verifies that all delinquent and currently due fees or taxes -- including but not limited to real and property taxes, utility taxes and occupational licenses -- which are collected in the normal course by the Dade County Tax Collector as well as Dade County issued parking tickets for vehicles registered in the name of the firm, corporation, organization or individual have been paid.

IX CURRENT ON ALL COUNTY CONTRACTS, LOANS AND OTHER OBLIGATIONS

The individual entity seeking to transact business with the County is current in all its obligations to the County and is not otherwise in default of any contract, promissory note or other loan document with the County or any of its agencies or instrumentalities.



ATTACHMENT D1

**Form A-12**  
**Code of Business Ethics**

**In accordance with Resolution R-994-99 each person or entity that seeks to do business with Miami-Dade County shall adopt the Miami-Dade County/Greater Miami Chamber of Commerce Code of Business Ethics as follows:**

The Miami-Dade County/Greater Miami Chamber of Commerce seeks to create and sustain an ethical business climate for its members and the community by adopting a Code of Business Ethics. Miami-Dade County/Greater Miami Chamber of Commerce encourages its members to incorporate the principles and practices outlined here in their individual codes of ethics, which will guide their relationships with customers, clients and suppliers. This Model Code can and should be prominently displayed at all business locations and may be incorporated into marketing materials. Miami-Dade County/Greater Miami Chamber of Commerce believes that its members should use this Code as a model for the development of their organizations' business codes of ethics.

This Model Code is a statement of principles to help guide decisions and actions based on respect for the importance of ethical business standards in the community. Miami-Dade County/Greater Miami Chamber of Commerce believes the adoption of a meaningful code of ethics is the responsibility of every business and professional organization.

**By affixing a signature in the Proposal signature page, Form A-12, the Proposer hereby agrees to comply with the principles of Miami-Dade County/Greater Miami Chamber of Commerce Code of Business Ethics. If the Proposer firm's code varies in any way the Proposer must identify the difference(s) on a separate document attached to Form A-12.**

**Compliance with Government Rules and Regulations**

- We the undersigned Proposer will properly maintain all records and post all licenses and certificates in prominent places easily seen by our employees and customers;
- In dealing with government agencies and employees, we will conduct business in accordance with all applicable rules and regulations and in the open;
- We, the undersigned Proposer will report contract irregularities and other improper or unlawful business practices to the Ethics Commission, the Office of Inspector General or appropriate law enforcement authorities.

**Recruitment, Selection and Compensation of Contractors, Consulting, Vendors, and Suppliers**

- We, the undersigned Proposer will avoid conflicts of interest and disclose such conflicts when identified;
- Gifts that compromise the integrity of a business transaction are unacceptable; we will not kick back any portion of a contract payment to employees of the other contracting party or accept such kickback.

Business Accounting

- All our financial transactions will be properly and fairly recorded in appropriate books of account, and there will be no "off the books" transactions or secret accounts.

Promotion and Sales of Products and Services

- Our products will comply with all applicable safety and quality standards;
- We, the undersigned Proposer will promote and advertise our business and its products or services in a manner that is not misleading and does not falsely disparage our competitors;
- We, the undersigned Proposer will conduct business with government agencies and employees in a manner that avoids even the appearance of impropriety. Efforts to curry political favoritism are unacceptable;
- Our proposal will be competitive, appropriate to the request for proposals/qualifications documents and arrived at independently;
- Any changes to contracts awarded will have a substantive basis and not be pursued merely because we are the successful Proposer.
- We, the undersigned Proposer will, to the best of our ability, perform government contracts awarded at the price and under the terms provided for in the contract. We will not submit inflated invoices for goods provided or services performed under such contracts, and claims will be made only for work actually performed. We will abide by all contracting and subcontracting regulations.
- We, the undersigned Proposer will not, directly or indirectly, offer to give a bribe or otherwise channel kickbacks from contracts awarded, to government officials, their family members or business associates.
- We, the undersigned Proposer will not seek or expect preferential treatment on proposals based on our participation in political campaigns

Public Life and Political Campaigns

- We, the undersigned Proposer encourage all employees to participate in community life, public service and the political process to the extent permitted by law;
- We, the undersigned Proposer encourage all employees to recruit, support and elect ethical and qualified public officials and engage them in dialogue and debate about business and community issues to the extent permitted by law;
- Our contributions to political parties, committees or individuals will be made only in accordance with applicable laws and will comply with all requirements for public disclosure. All contributions made on behalf of the business must be reported to senior company management;
- We, the undersigned Proposer will not contribute to the campaigns of persons who are convicted felons or those who do not sign the Fair Campaign Practices Ordinance.

- We, the undersigned Proposer will not knowingly disseminate false campaign information or support those who do.

Pass-through Requirements

- This Code prohibits pass-through payments whereby the prime firm requires that the MBE firm accepts payments as an MBE and passes through those payments to another entity;

Rental Space, Equipment and Staff Requirements or Flat Overhead Fee Requirements

- This Code prohibits rental space requirements, equipment requirements, staff requirements and/or flat overhead fee requirements, whereby the prime firm requires the MBE firm to rent space, equipment and/or staff from the prime firm or charges a flat overhead fee for the use of space, equipment, secretary, etc;

MBE Staff Utilization

- This Code prohibits the prime firm from requiring the MBE firm to provide more staff than is necessary and then utilizing the MBE staff for other work to be performed by the prime firm.

This Code also requires that on any contract where MBE participation is purported, the contract shall specify essential terms including, but not limited to, a specific statement regarding the percent of participation planned for MBEs, the timing of payments and when the work is to be performed.

By: \_\_\_\_\_ (Date)

(Signature of Affiant)

SUBSCRIBED AND SWORN TO (or affirmed) before me this \_\_\_\_\_ day of \_\_\_\_\_

200\_\_ by \_\_\_\_\_ He/She

is personally known to me or has presented \_\_\_\_\_ (Type of Identification)

as identification.

\_\_\_\_\_  
(Signature of Notary)

\_\_\_\_\_  
(Serial Number)

\_\_\_\_\_  
(Print or Stamp of Notary)

\_\_\_\_\_  
(Expiration Date)

ATTACHMENT D2



ATTACHMENT D3

SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted to Miami-Dade County

by \_\_\_\_\_  
(print individual's name and title)

for \_\_\_\_\_  
(print 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:

2. 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 transactions 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 public entity or agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misinterpretation.

3. 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.

4. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:  
1. A predecessor or successor of a person convicted of a public entity crime; or 2. 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 controls 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.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States within 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, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order).

**I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THAT PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017 FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.**

\_\_\_\_\_  
(Signature)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Personally known \_\_\_\_\_

OR Produced Identification \_\_\_\_\_ Notary Public - State of \_\_\_\_\_

My commission expires \_\_\_\_\_

\_\_\_\_\_  
(Type of Identification)

\_\_\_\_\_  
(Printed typed or stamped commissioned name of notary public)

ATTACHMENT E

**MIAMI-DADE DEPARTMENT OF HUMAN SERVICES  
BYRNE GRANT ADMINISTRATION**

**PROVIDER'S DISCLOSURE OF SUBCONTRACTORS AND SUPPLIERS  
(Ordinance 97-104)**

Name of Organization: \_\_\_\_\_ Address: \_\_\_\_\_

**REQUIRED LISTING OF SUBCONTRACTORS ON COUNTY CONTRACT**

In compliance with Miami-Dade County Ordinance 97-104, the Provider must submit the list of first tier subcontractors or sub-consultants who will perform any part of the Scope of Services Work, if this Contract is for \$100,000 or more.

The Provider must complete this information. If the Provider will not utilize subcontractors, then the Provider must state "No subcontractors will be used"; do not state "N/A".

NAME OF SUBCONTRACTOR OR SUB-CONSULTANT                      ADDRESS                      CITY AND STATE

**No subcontractors will be used.**

**REQUIRED LIST OF SUPPLIERS ON COUNTY CONTRACT**

In compliance with Miami-Dade County Ordinance 97-104, the Provider must submit a list of suppliers who will supply materials for the Scope of Services to the Provider, if this Contract is \$100,000 or more.

The Provider must fill out this information. If the Provider will not use suppliers, the Provider must state "No suppliers will be used", do not state "N/A".

NAME OF SUPPLIER                      ADDRESS                      CITY AND STATE

**No suppliers will be used.**

*I hereby certify that the foregoing information is true, correct and complete:*

Signature of Authorized Representative: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Firm Name: \_\_\_\_\_ Fed ID No. \_\_\_\_\_

Address: \_\_\_\_\_ City/ State/Zip \_\_\_\_\_

Telephone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_ E-mail: \_\_\_\_\_