



North Bay Village

Administrative Offices

1700 Kennedy Causeway, Suite #132 North Bay Village, FL 33141

Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

OFFICIAL AGENDA

REGULAR VILLAGE COMMISSION MEETING

**NORTH BAY VILLAGE
1700 KENNEDY CAUSEWAY, #132
NORTH BAY VILLAGE, FL 33141**

TUESDAY, MARCH 12, 2013

7:30 P.M.

NOTICE IS HEREWITH GIVEN TO ALL INTERESTED PARTIES THAT IF ANY PERSON SHOULD DECIDE TO APPEAL ANY DECISION MADE AT THE FORTHCOMING MEETING OF THE VILLAGE COMMISSION, SUCH PERSON WILL NEED A RECORD OF THE PROCEEDINGS AND FOR SUCH PURPOSE, HE OR SHE WILL NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. THIS NOTICE DOES NOT CONSTITUTE CONSENT BY THE VILLAGE FOR THE INTRODUCTION OR ADMISSION OF OTHERWISE INADMISSIBLE EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.

VILLAGE COMMISSION MEETINGS ARE BROADCAST LIVE ON CHANNEL 20 FOR ATLANTIC BROADBAND SUBSCRIBERS.

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT OF 1990, PERSONS NEEDING SPECIAL ACCOMMODATION OR A SIGN LANGUAGE INTERPRETER TO PARTICIPATE IN THIS PROCEEDING SHOULD CONTACT (305) 756-7171 NO LATER THAN FOUR DAYS PRIOR TO THE PROCEEDING. IF HEARING IMPAIRED, TELEPHONE THE FLORIDA RELAY SERVICE NUMBERS AT (800) 955-8771 (TDD) OR (800) 955-8700 (VOICE) FOR ASSISTANCE.

1. **CALL TO ORDER**

PLEDGE OF ALLEGIANCE

ROLL CALL

2. **PROCLAMATIONS AND AWARDS**

A. **SPECIAL PRESENTATIONS**

B. **ADDITIONS AND DELETIONS**

3. **BOARD REPORTS**

- A. **BUSINESS DEVELOPMENT ADVISORY BOARD**
- B. **YOUTH AND EDUCATION SERVICES BOARD**
- C. **PLANNING & ZONING BOARD**

4. **PUBLIC SAFETY DISCUSSION**

5. **COMMISSIONERS' REPORTS**

6. **VILLAGE ATTORNEY'S REPORT**

7. **VILLAGE MANAGER'S REPORT**

- A. **Finance Report**

8. **GOOD & WELFARE AT APPROXIMATELY 8:30 P.M.**

9. **CONSENT AGENDA:** Matters on the Consent Agenda are self-explanatory and are not expected to require discussion or review. Items will be enacted by one motion. If discussion is desired by any member of the Commission, that item must be removed from the Consent Agenda and will be considered separately.

- A. **A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE FIRST AMENDMENT TO THE AGREEMENT BETWEEN MIAMI-DADE COUNTY AND NORTH BAY VILLAGE FOR THE DEVELOPMENT AND IMPLEMENTATION OF AN INTERFACE FOR THE VILLAGES PARTICIPATION IN A COUNTYWIDE PRISONER PROCESSING PROJECT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE VILLAGE; AND PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER DENNIS KELLY)**

The proposed Resolution will extend the term of a grant agreement with Miami-Dade County for \$35,000 which will allow the police department to file arrest forms electronically.

- 1.) **Commission Action**

10. PLANNING & ZONING CONSENT AGENDA

No Items.

11. ORDINANCES FOR FIRST READING AND RESOLUTIONS

- A. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA APPROVING THE SUBMITTAL OF AN APPLICATION FOR FINANCIAL ASSISTANCE UNDER THE FLORIDA INLAND NAVIGATION DISTRICT 2013 WATERWAYS ASSISTANCE PROGRAM FOR DEVELOPMENT OF THE NORTH BAY VILLAGE BAYWALK; PROVIDING CERTIFICATIONS; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER DENNIS KELLY)**

The proposed Resolution will authorize an application for grant funding of up to \$1 Million for Phase 2 of the boardwalk project.

1.) Commission Action

- B. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA APPROVING AN AGREEMENT BETWEEN CARLOS ALVES AND NORTH BAY VILLAGE FOR COMMISSIONING OF NATURE SIGNAGE AT DR. PAUL VOGEL PARK AS REQUIRED UNDER THE SAFE NEIGHBORHOOD PARKS GRANT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE VILLAGE; AUTHORIZING THE EXPENDITURE OF BUDGETED FUNDS; SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER DENNIS KELLY)**

1.) Commission Action

The proposed Resolution will allow the installation of nature signage at Dr. Paul Vogel park as required under the FIND grant.

12. PUBLIC HEARINGS INCLUDING ORDINANCES FOR SECOND READING
13. UNFINISHED BUSINESS
14. NEW BUSINESS
15. ADJOURNMENT

**NORTH BAY VILLAGE
MEETING NOTICE**

SATURDAY, MARCH 16, 2013	2-3 P.M.	BOOK MOBILE (1841 GALLEON STREET)
TUESDAY, MARCH 19, 2013	7:30 P.M.	PLANNING & ZONING BOARD MEETING
WEDNESDAY, MARCH 20, 2013	7:00 P.M.	BUSINESS DEVELOPMENT ADVISORY COMMITTEE MEETING
SATURDAY, MARCH 23, 2013	2-3 P.M.	BOOK MOBILE (1841 GALLEON STREET)
	8:30-9:30 P.M.	EARTH HOUR/TURN OFF LIGHTS FOR ONE HOUR
SATURDAY, MARCH 30, 2013	2-3 P.M.	BOOK MOBILE (1841 GALLEON STREET)

Meetings are held in the Commission Chambers at 1700 Kennedy Causeway, Suite #132, North Bay Village, Florida, unless otherwise specified. Any meeting may be opened and continued and, under such circumstances, additional legal notice would not be provided. Any person may contact the Village Clerk at (305) 756-7171 for information. In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodation to participate in this proceeding or to review any documents relative thereto should contact the Village for assistance at (305) 756-7171 no later than four (4) days prior to the proceedings. If hearing impaired, telephone the Florida Relay Service at (800) 955-8771 (TDD) or (800) 955-8770 (Voice) for assistance.



NORTH BAY VILLAGE POLICE DEPARTMENT

RECOMMENDATION MEMORANDUM

DATE: February 20, 2013

TO: Mayor Connie Leon Kreps
Vice-Mayor Eddie Lim
Commissioner Dr. Richard Chervony
Commissioner Jorge Gonzalez
Commissioner Wendy Duvall

THROUGH: Dennis Kelly
Village Manager

FROM: Brian Collins
Acting Chief of Police

SUBJECT: March 12, 2013 Village Commission Meeting- Request for approval to execute an amendment to Contract Award for the Miami-Dade County Association of Chiefs of Police Countywide Prisoner Processing Project Interface.

RECOMMENDATION:

It is recommended that the Village Commission approve the attached resolution Amending the agreement with Miami-Dade County for the County Wide Prisoner Processing Project to extend the term from February 28 to June 30, 2013.

BACKGROUND:

On June 12, 2012 The Village Commission approved an agreement with Miami-Dade County as a sub recipient of \$35,000.00 in grant funds for the Miami-Dade County Association of Chiefs of Police County-wide Prisoner Processing Project under the Edward Byrne Memorial Justice Assistance Grant (JAG) Program through the American Recovery and Reinvestment Act of 2009. The grant is to fund the development and implementation of an interface between the City's existing Records Management System (RMS) and the new Thinkstream Arrest A-Form Automation Solution, which will enable the City to electronically file arrest forms. The term of the agreement was from May 22, 2012 to February 29, 2013.

1700 JFK CAUSEWAY, SUITE 132, NORTH BAY VILLAGE, FL 33141
MIAMI-DADE COUNTY
PHONE #305-758-2626 FAX #305-866-7513

9AK(1)

FINANCIAL IMPACT:

There will be no impact to the General Fund

PERSONNEL IMPACT:

None

CONTACT:

Robert J. Daniels, Chief of Police

9A(2)



North Bay Village

Administrative Offices

1700 Kennedy Causeway, Suite #132 North Bay Village, FL 33141

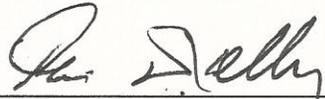
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MEMORANDUM

North Bay Village

DATE: February 28, 2013

TO: Yvonne P. Hamilton, CMC
Village Clerk

FROM: 
Dennis Kelly, Village Manager

SUBJECT: Introduction of Resolution

Pursuant to Section 3.08 of the Village Charter, I hereby introduce the following Resolution:

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE FIRST AMENDMENT TO THE AGREEMENT BETWEEN MIAMI-DADE COUNTY AND NORTH BAY VILLAGE FOR THE DEVELOPMENT AND IMPLEMENTATION OF AN INTERFACE FOR THE VILLAGES PARTICIPATION IN A COUNTYWIDE PRISONER PROCESSING PROJECT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE VILLAGE; AND PROVIDING AN EFFECTIVE DATE.

Accordingly, please place the item on the next available agenda.

DK:yph

9A(3)

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

Commissioner
Jorge Gonzalez

RESOLUTION NO: _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE FIRST AMENDMENT TO THE AGREEMENT BETWEEN MIAMI-DADE COUNTY AND NORTH BAY VILLAGE FOR THE DEVELOPMENT AND IMPLEMENTATION OF AN INTERFACE FOR THE VILLAGES PARTICIPATION IN A COUNTYWIDE PRISONER PROCESSING PROJECT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE VILLAGE; AND PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER DENNIS KELLY)

WHEREAS, on June 12, 2012, the Village Commission approved Resolution 2012-17 approving an Agreement with Miami-Dade County for the award of \$35,000 in grant funding for the development and implementation of an interface between the Village's existing Records Management System (RMS) and the new Thinkstream Arrest A-Form Automation Solution to implement the project and enable the Village to file arrest forms electronically; and

WHEREAS, the Village Commission and Miami-Dade County wish to amend the effective term of the Agreement from May 22, 2012-February 28, 2013 to February 28, 2013 through June 30, 2012 as provided in the First Amendment to Agreement attached hereto (the "Amendment").

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA:

Section 1. Recitals. The foregoing whereas clauses are hereby ratified and confirmed as being true; and the same are hereby made a specific part of this Resolution.

9A(4)

Section 2. Approval of Amendment. The First Amendment to the agreement between Miami-Dade County and North Bay Village for the provision of services toward the development and implementation of an interface for the Villages participation in the Miami-Dade County Association of Chiefs of Police Countywide Prisoner Processing Project, extending the effective date to June 30, 2013, attached as Exhibit "A," is approved.

Section 3. Execution of the Agreement. The Village Manager is authorized to execute the Agreement on behalf of the Village.

Section 4. Effective Date. This Resolution shall take effect immediately upon adoption and shall be deemed retroactive approval of the First Amendment back to February 28, 2013.

The motion to adopt the foregoing Resolution was offered by _____, seconded by _____ . The votes were as follows:

FINAL VOTE AT ADOPTION:

Mayor Connie Leon-Kreps	_____
Vice Mayor Eddie Lim	_____
Commissioner Richard Chervony	_____
Commissioner Wendy Duvall	_____
Commissioner Jorge Gonzalez	_____

PASSED AND ADOPTED this 12th day of March, 2013.

Connie Leon-Kreps
Mayor

ATTEST:

Yvonne P. Hamilton, CMC
Village Clerk

**APPROVED AS TO FORM FOR USE ONLY BY
NORTH BAY VILLAGE:**

Weiss Serota Helfman Pastoriza Cole & Boniske, P.L.
Village Attorney

North Bay Village First Amendment to the Agreement with Miami-Dade County-Chiefs of Police Countywide
Prisoner Processing Project.



miamidade.gov

Management and Budget

Grants Coordination

111 NW 1st Street • 19th Floor

Miami, Florida 33128

T 305-375-4742 F 305-375-4049

January 2, 2013

Chief Robert Daniels
North Bay Village Police Department
1700 Kennedy Causeway
Suite 132
North Bay Village, FL 33141



RE: Contract Award for the MDCACP Countywide Prisoner Processing Project Interface

Dear Chief Daniels:

We are pleased to inform you that the MDCACP Countywide Prisoner Processing project has been extended from February 28 to June 30, 2013. For this reason it is necessary to execute an amendment to your MDCAC Interface contract which was executed on July 6, 2012.

We are providing you with copies of three (3) original amendments for your project. Each of the three amendments must have the ORIGINAL signatures of the Manager/Mayor and City Clerk, and must have the city seal affixed on the signature page. Upon signing by your city officials, the amendments are to be returned to the Office of Management and Budget (OMB), Grants Coordination. Our staff will complete the execution process for the County and send you a fully executed amendment for your records.

In accordance with your communication with this office, it is our understanding that you are the designated contact person for this project. As such, all routine correspondence and reporting activities throughout the grant will be directed to your attention. Please notify us immediately if this designation changes.

Please feel free to contact me at (305) 375-2108 or mic3@miamidade.gov should you have any questions. Thank you in advance for your prompt attention to this matter.

Sincerely,


Michaela Doherty
Project Planner

Enclosures

9A(7)

**AMENDMENT # 1
TO FY 2013 CONTRACT BETWEEN
MIAMI-DADE COUNTY
AND
THE CITY OF NORTH BAY VILLAGE**

Miami-Dade County by and through its Office of Management and Budget located at 111 NW 1st Street, 19th Floor, Miami, Florida 33128 (hereinafter referred to as "the County") and the City of North Bay Village (hereinafter referred to as the "Provider") hereby agree on this ____ day of _____, 2012 to amend the Agreement dated the 6th day of July, 2012 between the County and the Provider (hereinafter referred to as "the Agreement")

WHEREAS, the County and the Provider entered into the Agreement, dated the 6th day of July, 2012 for the provision of services toward the **Miami-Dade County Association of Chiefs of Police (MDCACP) Countywide Prisoner Processing Project**;
and

WHEREAS, the County passed Resolution R-1032-09, authorizing the County Manager to receive and expend anti-drug abuse funds from the Edward Byrne Memorial Justice Assistance Grant;
and

WHEREAS, the grant has been extended from February 28, 2013 to June 30, 2013;

NOW, THEREFORE, the Agreement is amended as follows:

- I. GRANT END DATE. The new effective term for this grant is March 2, 2012 through June 30, 2013.
- II. If any conflict in language exists between the Agreement and this Amendment 1, the language in this Amendment 1 shall prevail.
- III. All terms and conditions of the Agreement not affected by this Amendment 1 are still in full force and effect.
- IV. The terms and conditions of Amendment 1 are hereby made a part of the Agreement and are binding upon the County and the Provider.
- V. This Amendment shall be effective on the date it has been signed by both parties and shall expire on the same date as the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this two (2) page amendment to be executed by its duly authorized officials.

MIAMI-DADE COUNTY

By: _____

Name: Carlos A. Gimenez

Title: Mayor

Date: _____

WITNESS:

Name

By: _____

Name: _____

Title: _____

Date: _____

WITNESS:

Name

9A(9)

RESOLUTION NO. 2012-17

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING CITY OFFICIALS TO RECEIVE, EXPEND, AND AMEND GRANT FUNDS IN THE AMOUNT OF \$35,000 TO DEVELOP AND IMPLEMENT THE INTERFACE BETWEEN THE CITY'S EXISTING RECORDS MANAGEMENT SYSTEM; APPROVING THE RELATED AGREEMENT; AUTHORIZING CITY OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE AGREEMENT; AUTHORIZING THE APPROPRIATE OFFICIALS TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY CITY MANAGER DENNIS KELLY)

WHEREAS, the on May 22, 2012, Miami-Dade County notified the City of North Bay Village Police Department of its grant award as a sub recipient of a grant for the Miami-Dade County Association of Chiefs of Police County-wide Prisoner Processing Project under the Edward Byrne Memorial Justice Assistance Grant (JAG) Program through the American Recovery and Reinvestment Act of 2009; and

WHEREAS, the purpose of the grant is to fund the development and implementation of an interface between the City's existing Records Management System (RMS) and the new Thinkstream Arrest A-Form Automation Solution, which will enable the City to electronically file arrest forms;

WHEREAS, the City Commission finds that it is in the best interest of the City to approve the agreement between the City of North Bay Village and the County.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA:

Section 1. Recitals. The foregoing whereas clauses are hereby ratified and confirmed as being true; and the same are hereby made a specific part of this Resolution.

Section 2. Approval of Form of Agreement. The Agreement between Miami-Dade County and the City of North Bay Village, a copy of which is attached as Exhibit "A", together with such changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney is hereby approved.

Section 3. Authorization of City Officials. The City Manager is authorized to received, expend, and amend grant funds for \$35,000 and take all actions necessary to enter into the Agreement and to take all necessary steps to implement the terms and conditions of the Agreement.

Section 4. Execution of the Agreement. The appropriate City official is authorized to execute the Agreement on behalf of the City subject to the approval as to form and legality by the City Attorney.

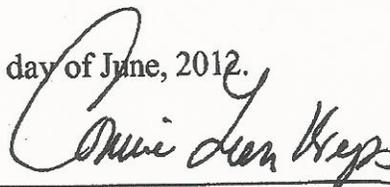
Section 5. Effective Date. This Resolution shall take effect immediately upon adoption.

The motion to adopt the foregoing Resolution was offered by Commissioner Stuart Blumberg, seconded by Commissioner Richard Chervony.

FINAL VOTE AT ADOPTION:

Mayor Connie Leon-Kreps	<u>Yes</u>
Vice Mayor Eddie Lim	<u>Yes</u>
Commissioner Stuart Blumberg	<u>Yes</u>
Commissioner Richard Chervony	<u>Yes</u>
Commissioner Paul Vogel	<u>Absent</u>

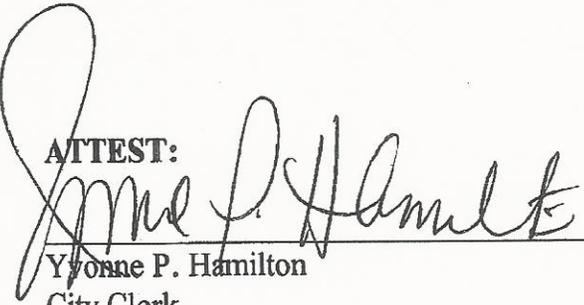
PASSED AND ADOPTED this 12th day of June, 2012.



Connie Leon-Kreps
Mayor

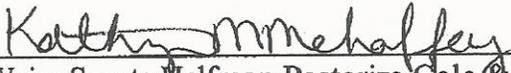
RESOLUTION NO. 2012-17

ATTEST:



Yvonne P. Hamilton
City Clerk

**APPROVED AS TO FORM FOR USE ONLY BY
THE CITY OF NORTH BAY VILLAGE:**



Kathy McHaffey
Weiss Serota Helfman Pastoriza Cole & Boniske, P.L.

City of North Bay Village Resolution: Drug Control System Improvement Program-Grant-11-2011

**North Bay Village
Interface Contract
2012/2013**

12-CN1009

9A(13)

MIAMI-DADE COUNTY

CONTRACT

This Contract, made this 6th day of July 2012, by and between Miami-Dade County, a political subdivision of the State of Florida (the "County") through its Office of Management and Budget (the "Department"), located at 111 N.W. First Street, 19th Floor, Miami, FL 33128, and the CITY of NORTH BAY VILLAGE located in Miami-Dade County, Florida (the "Provider"). This Contract provides the terms and conditions pursuant to which the Provider shall provide services toward the **Miami-Dade County Association of Chiefs of Police (MDCACP) Countywide Prisoner Processing Project**

WHEREAS, the County has been awarded federal funds from the Edward Byrne Memorial Justice Assistance Grant (JAG) Program – American Recovery and Reinvestment Act of 2009 (the "ACT"); and

WHEREAS, the Provider warrants and represents that it possesses the legal authority to enter into this Contract 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 the services provided by the MDCACP Countywide Prisoner Processing Project by providing the federal funds awarded to Miami-Dade County to the MDCACP Countywide Prisoner Processing Project; and

WHEREAS, the County as contractor/grantee for the State of Florida is authorized to purchase said services for the MDCACP Countywide Prisoner Processing Project as an allowable activity under the ACT; and

WHEREAS, the CITY of NORTH BAY VILLAGE will provide technology development and integration services for the MDCACP Countywide Prisoner Processing Project; 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 \$35,000

9A(14)

. Both parties agree that should available County funding be reduced, the amount payable under this Contract 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 Attachments A and A 1

III. **EFFECTIVE TERM.** The effective term of this Contract shall be from **May 22, 2012 to February 28, 2013.**

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; however a **Cash Match is not required for this grant term.**

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 American Recovery and Reinvestment Act of 2009 under the Drug Control and System Improvement Formula Grant Program, including Rule Chapter 11D-9 of the Florida Administrative Code, as well as the Florida Department of Law Enforcement, Business Support Program, Office of Criminal Justice Grants, Edward Byrne Memorial Justice Assistance Grant Program Application for Funding Assistance and all laws, rules, regulations relating thereto which are incorporated herein by reference as if fully set forth. Furthermore, the Provider is subject to all applicable rules, regulations, and conditions as contained in the Financial and Administrative Guide for Grants, Guideline Manual 7100 1D, Office of Justice Programs, Common Rule for State and Local Governments and A-87, or OMB Circulars A-110 or A-102, as applicable, and A-21, in their entirety. The Provider is also subject to such further rules, regulations and policies as may be reasonably prescribed by the State or Federal Government consistent with the purposes and authorization of Public Law 90-351, as amended, and Public Law 100-690.

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 11D-9, 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. Nothing herein shall be construed to extend any party's liability beyond that provided in section 768.28, Florida Statutes.

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.

X. **LICENSURE AND CERTIFICATION.** The Provider shall ensure that all other licensed professionals providing services for the **MDCACP Countywide Prisoner Processing Project** shall have appropriate licenses, 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 seq. 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.

Nepotism. Notwithstanding the aforementioned provision, no relative of any officer, board of director, manager, or supervisor employed by the Provider shall be employed by the Provider unless the employment preceded the execution of this Contract by one (1) year. No family member of any employee may be employed by the Provider if the family member is to be employed in a direct supervisory or administrative relationship either supervisory or subordinate to the employee. The assignment of family members in the same organizational unit shall be discouraged. A conflict of interest in employment arises whenever an individual would otherwise have the responsibility to make, or participate actively in making decisions or recommendations relating to the employment status of another individual if the two individuals (herein sometimes called "related individuals") have one of the following relationships:

1. By blood or adoption: Parent, child, sibling, first cousin, uncle, aunt, nephew, or niece;
2. By marriage: Current or former spouse, brother- or sister-in-law, father- or mother-in-law, son- or daughter-in-law, step-parent, or step-child; or
3. Other relationship: A current or former relationship, occurring outside the work setting that would make it difficult for the individual with the responsibility to make a decision or recommendation to be objective, or that would create the appearance that such individual could not be objective. Examples include, but are not limited to, personal relationships and significant business relationships.

For purposes of this section, decisions or recommendations related to employment status include decisions related to hiring, salary, working conditions, working responsibilities, evaluation, promotion, and termination.

An individual, however, is not deemed to make or actively participate in making decisions or recommendations if that individual's participation is limited to routine approvals and the individual plays no role involving the exercise of any discretion in the decision-making processes. If any question arises whether an individual's participation is greater than is permitted by this paragraph, the matter shall be immediately referred to the Miami-Dade County Commission on Ethics and Public Trust.

This section applies to both full-time and part-time employees and voting members of the Provider's Board of Directors.

No person, including but not limited to any officer, board of directors, manager, or supervisor employed by the Provider, who is in the position of authority, and who exercises any function or responsibilities in connection with this Contract, has at the time this Contract is entered into, or shall have during the term of this Contract, received any of the services, or direct or instruct any employee under their supervision to provide such services as described in the Contract. Notwithstanding the before mentioned provision, any officer, board of directors, manager or supervisor employed by the Provider, who is eligible to receive any of the services described herein may utilize such services if he or she can demonstrate that he or she does not have direct supervisory responsibility over the Provider's employee(s) or service program.

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., §2000d 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
Office of Management and Budget
111 NW First St. 19th Floor
Miami, Florida 33128
Attention: Ms. Michaela Doherty

If to the PROVIDER:

City of North Bay Village
1700 Kennedy Causeway, Suite 132
North Bay Village, FL 33141
Attention: Robert 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 CONTRACT: 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 E); (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 E); (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 Mayor or Mayor's designee 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 thirty (30) days prior to the effective date of such termination. The County Mayor or Mayor's designee 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 ten percent (10%) of the total budget, without a written amendment upon the County's approval. Variances greater than ten percent (10%) in any approved line item shall require a written amendment approved by the Department.

B. 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 all services related to the **MDCACP Countywide Prisoner Processing Project** using the Expenditure Report and time sheet as it appears in Attachment D, and to do so on a monthly basis, as stated in Section XIX(B)(1). The final Expenditure Report shall be submitted no later than March 15, 2013. The Provider agrees to submit a Quarterly Project Performance Report in a manner in accordance with the form provided in Attachment C. The final Quarterly Project Performance Report shall be submitted no later than March 5, 2013.

C. The Provider agrees to mail all Monthly Expenditure Reports with supporting documentation and Quarterly Project Performance Reports to the address listed above in Section XIII.

D. The County agrees to review the Monthly Expenditure Reports and Quarterly Project Performance Reports and to inform the Provider of any questions. Payments shall be mailed to the Provider by the County's Finance Department.

XVIII. INVENTORY - CAPITAL EQUIPMENT AND REAL PROPERTY.

A. Acquisition of Property. The Provider will comply with any applicable laws, regulations and rules concerning 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 any 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 two (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 three (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 three-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 Contract. In accordance with contract requirements from the State of Florida, records for the **MDCACP Countywide Prisoner Processing 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 Contract.

B. Reporting Requirements.

1. Quarterly Project Performance Report. The Provider shall submit the Quarterly Project Performance Report to the Office of Management and Budget by July 5 and October 5, 2012, January 5, and *March 5, 2013 covering the Contract activity for the previous quarter. The Quarterly Project Performance Report shall be submitted in the format and using the form attached hereto as Attachment C. (*Partial quarter)

2. Monthly Expenditure Report. The Provider shall submit the Monthly Expenditure Report and Invoice to the Office of Management and Budget by June 15, July 15, August 15, September 15, October 15, November 15 and December 15, 2012, January 15, February 15 and March 15, 2013 covering the expenditures to be reimbursed for the previous month. The Monthly Expenditure Report shall be submitted in the format and using the form attached hereto as Attachment D.

3. Other Required Reports. The Provider shall submit other reports as may be required by the Office of Management and Budget 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 Contract. 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 Contract 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, and 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.

D. Double Payments. Provider costs claimed under this Contract may not also be claimed under another contract or grant from the County or any other agency. Any claim for double payment by Provider shall be considered a material breach of this Contract.

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 Mayor or Mayor's designee. 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.

In the event the COUNTY determines that a reduction in the PROVIDER'S budget is necessary, the COUNTY shall notify the PROVIDER in writing within thirty (30) days of said reduction decision. Budget adjustments shall be at the County's sole discretion.

Budget revision requests must be submitted in writing by the Provider to the Office of Management and Budget (OMB). Budget revision requests will be effective upon the date of written approval by the State of Florida Department of Law Enforcement.

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 Office of Management and Budget (OMB), 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 F. The Provider agrees that it will not change or substitute subcontractors or suppliers from those listed in Attachment F without prior written approval of the County.

G. Review of this Contract. Each party hereto represents and warrants that they have consulted with their own attorney concerning each of the terms contained in this Contract. No inference, assumption, or presumption shall be drawn from the fact that one party or its attorney prepared this Contract. It shall be conclusively presumed that each party participated in the preparation and drafting of this Contract.

H. 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.

I. Total of Contract/Severability of Provisions. This fourteen (14) 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 A1:	A-Form XML Description
Attachment B:	Budget
Attachment C:	Quarterly Project Performance Report
Attachment D:	Monthly Expenditure Report

Attachment E: Miami-Dade County Affidavits
Attachment E1: Code of Business Ethics
Attachment E2: Miami-Dade County Debarment Disclosure Affidavit
Attachment E3: State Public Entities Crime Affidavit
Attachment F: 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.

INTENTIONALLY LEFT BLANK

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

P. Kelly
Signature

City Manager
Title

Terrence Kelly
Name (typed)

ATTEST:

By: *[Signature]*

By: _____
(Corporate Seal)

ATTEST:

HARVEY RUVIN, CLERK

By: *[Signature]*
DEPUTY CLERK *2/10/12*

MIAMI-DADE COUNTY, FLORIDA

By: *[Signature]*
CF Carlos A. Gimenez
Mayor



SUMMARY OF ATTACHMENTS

ATTACHMENT A	Scope of Services
ATTACHMENT A1	A-Form XML Description
ATTACHMENT B	Program Budget
ATTACHMENT C	Quarterly Project Performance Report
ATTACHMENT D	Quarterly Expenditure Report
ATTACHMENT E	Miami-Dade County Affidavits
ATTACHMENT E1	Code of Business Ethics
ATTACHMENT E2	Miami-Dade County Debarment Disclosure Affidavit
ATTACHMENT E3	State Public Entities Crime Affidavit
ATTACHMENT F	Provider's Disclosure of Subcontractors and Suppliers

9A(26)

ATTACHMENT A

Agency: CITY OF NORTH BAY VILLAGE

Contact Person: Robert Miller

Address: 1700 Kennedy Causeway,
Suite 132
North Bay Village, FL 33149

Contact Numbers: (305) 758-2626

Project: MDCACP Countywide Prisoner
Processing - Interface

Program Dates: 3/2/2012 – 2/28/2013

PROJECT NARRATIVE

The objective of the MDCACP Countywide Prisoner Processing Project is to expedite the booking process by having arrest information available at correctional/detention facilities by the time the officer arrives with the arrestee by automating the arrest affidavit (A-Form) for those agencies that utilize a paper arrest affidavit or by collecting data from existing automated solutions. By storing all arrest information in a central repository, data sharing and investigative analysis of arrest information will be facilitated.

The automated A-Form application will allow law enforcement officers (LEO) to enter arrest information in on-line and off-line modes from a mobile or desktop environment. This IT solution will significantly improve the quality of arrest data and its maintenance, operational efficiencies related to arrest data usage and accessibility, response times by LEO, data sharing capabilities, and community patrol visibility. Successful implementation of the automated A-Form solution will bring a multitude of benefits to the entire MDC criminal justice community and also provide a model for replication to all law enforcement agencies across the State and the nation. The contract for the development and implementation of this project was awarded to Thinkstream.

The CITY OF NORTH BAY VILLAGE having its own automated Records Management System (RMS), has chosen to engage their RMS vendor to develop program code in support of an interface between the Thinkstream A-Form Automation Solution and the existing RMS for arrest and statute information. . Note: some agencies have opted not to include the statutes in the interface. This would have to be agency specific.

The CITY OF NORTH BAY VILLAGE as denoted under Planned Measures Page 2 of this attachment shall participate in the development and implementation of the A-Form solution interface by conducting analysis, developing program code, conducting, testing, deployment, and providing production assistance.

SCOPE OF SERVICES FOR the CITY OF NORTH BAY VILLAGE

Activities

Participate in the development and implementation of the interface between the Thinkstream A-Form Automation Solution and the RMS while maintaining the MDCACP Automation of the A-Form as a primary objective.

Contractual Services:

IT Vendor responsible for application knowledge transfer, extracting and validating of data from the A-Form application (approx. 233.33333 hours).

Planned Measures

The CITY OF NORTH BAY VILLAGE Customer Decision Makers* will assign subject matter experts to attend meetings. These representatives will be responsible for accurately representing their business units' needs to the Project Team and validating the deliverables that describe the product or service that the project will produce. The staff assigned should have the authority to provide inputs and respond definitively to questions and issues discussed. Representatives will remain engaged throughout the duration of the project. In the event, that a representative is unable to participate, a replacement with comparable skills will be assigned by the impacted agency to maintain project momentum and progress.

* **Customer Decision Makers** - Responsible for achieving consensus of their business units on project issues and outputs and communicating it to the Project Manager; attend project meetings as requested by the Project Manager; review and approve process deliverables and provide subject matter expertise to the Project Team.

The CITY OF NORTH BAY VILLAGE shall be responsible for the following tasks as they relate to the A-Form interface development deliverables of the project:

- Participating in the analysis of business processes as they relate to the interface between the Thinkstream A-Form Automation Solution and the RMS.
- Participating in integrated application and system testing and validating testing results.
- Providing deployment support. Documenting process changes, as applicable.
- Scheduling appropriate staff for training regarding changes.
- Communicating any internal concurrent project or automation initiative that may impact the implementation of the interface.
- Attending all project work group meetings as required.
- Attending any additional meetings as required by the Office of Management and Budget.

Monitoring Plan

The CITY OF NORTH BAY VILLAGE shall submit the following documentation to the Office of Management and Budget (OMB) in a complete and timely manner:

- Monthly Expenditure Reports
- Copy of current contract with the IT vendor
- Activity Schedules/Time Sheets for work performed by the IT vendor
- Copies of purchase orders for IT vendor
- Copies of invoices from IT vendor for work performed on this project
- Quarterly Project Performance Reports

**Thinkstream A-Form Population
A-Form XML Description**

MIAMI-DADE COUNTY

PRISONER PROCESSING ARREST REPORT FORM AUTOMATION SOLUTION

January 4, 2012
Version 2.4



Authors

This document was prepared by:

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Date	Document Version	Document Revision Description	Document Author
11/16/11	1.0	Initial Revision	Bob Terhune
12/13/11	1.1	Document Feedback and Focus Group feedback applied	Bob Terhune
12/15/11	2.0	Revised XML based on additional Miami feedback	Bob Terhune
12/15/11	2.1	Revised XML to specify Statute Code Export	Bob Terhune
1/3/12	2.2	Minor changes based on technical reviews	Bob Terhune
1/3/12	2.3	Editing	Victoria Taisacan
1/4/12	2.4	Minor changes based on technical reviews	Bob Terhune

Approval Date	Approved Version	Thinkstream Approver Role	Approver
	1.0	Chief Operation Officer	Lee Bellue

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1. Audience

The audience of this document is for developers who are interested in consuming the XML structure that will be produced by the Automated A-Form solution.

2. Purpose

The purpose of this document is to introduce the Thinkstream A-Form XML Structure. This document will discuss both the A-Form XML information and the statute code XML structure.

3. Definitions

1. A-Form -- The electronic A-Form as generated by the officer.
2. Statute Codes -- The service supplied to manage county wide statute codes.
3. Thinkstream Web Service -- The Thinkstream-supplied services available to retrieve the discussed XML.
4. XML Schema -- A structure that represents the XML. The XML Schema also represents the database schema structure.
5. Entity -- Normally referred to as an XML node, or a container of fields. Example: "John Doe" is represented as a Defendant Entity.

4. Usage Of XML Structures

▪ A-Form

The XML supplied for the A-Form represents the XML that will be available by Thinkstream Web Service calls to retrieve A-Forms and to export A-Forms to RMS systems.

▪ Statute Codes

The XML supplied for the Statute Codes represents the XML that will be available by the Thinkstream Statute Codes Retrieval Web Service or as a file.

5. Additional Documents Included

There are a number of additional files included with this package.

A-Form XML Description.doc -- This document describes the XML structure and how it relates to the paper A-Form.

AformSample1.tif -- This file is a scan of a real A-Form that had been redacted for privacy reasons.

AformSample1_Approved.xml -- This is a XML representation of the scanned A-Form that has been approved by the agency supervisor but has not reached the booking stage. There is some additional information added to this XML to fully utilize Thinkstream XML structure. The address appears as an example only. It is not meant to represent a real address.

AformSample1_Booked.xml – This is a XML representation of the scanned A-Form after booking and PID processing is complete. The document now has a CIN number and a Jail Number, etc. This document represents the state of the document when it will be sent to vendors.

AformSample1_GIS.xml – This is an XML representation of the scanned A-Form after booking and PID processing is complete. Not all data is represented. For security reasons, it was requested that not all information be available to all agencies. This would be my proposal for the minimum amount of information to share with the GIS group. This restriction also applies to agencies that did not write the original A-Form.

Xsd directory – The MIAARREST.XSD is the schema file that defines the Miami A-Form. This structure imports additional XSD files that are included in subdirectories.

Documentation directory – This directory contains a file named MIAARRESTFIELDSET.HTML. This HTML file can be opened locally by a web browser and describes the Entity structure, the entity relationships, and the individual fields. This file is built during the Thinkstream build process and can be used to reference this document.

Statutes.xml – This file represents a sample of the XML that will be used to share Miami-Dade Statute Codes. UCR mapping has not been completed yet by MDPD and will not be available until close to deployment time. This file shows randomly assigned UCR codes only to show what the structure will look like. The UCR codes were also separated into Category and Code for the convenience of the GIS group.



6. XML SCHEMA OVERVIEW: Thinkstream Entities Table

Thinkstream Entity	Description
AFormAddress	Address that will be geo-coded based on GIS Web Services and user data entry
AlertMessage	Alerts or Messages that may be required
Alias	Defendant Alias
ArrestReport	This is the top node of the XML with general information about the Arrest
Booking	Booking information entered by Corrections Officer at booking time
Charge	A Charge represents an Offense and contains one or more statutes
Coordinate	The X,Y coordinate returned from the GIS Web Service
Defendant	Information that represents the Suspect that was arrested
DefendantState	A DefendantState indicates whether the Defendant is injured
DefendantStatus	The current overall status of the defendant
ExtendedData	This Entity is used for signatures and other binary data or URL links as necessary
GPSPoint	The Latitude and Longitude as supplied by the GIS Web Service
InvolvedPerson	Each entity represents a person involved in the arrest other then a LEO or suspect, this may include witnesses, victims, parents, co-defendants etc.
Officer	Each entity represents an officer involved in the process. For example, this may mean the arresting officer, supervisor, booking officer, or the transporting officer.
PersonToPersonRelationship	This object represents a link between two Involved Persons or the Involved Person and a Defendant
Phone	A Phone Number
PrisonHold	Information necessary for a Prison Hold
SMT	Scars, Mark Tattoos of Defendant
Statute	The Statute code as defined by the SAO
Street	The Street as returned by the GIS Web Service
UCR	The UCR Code (if any) that is associated with the statute
Vehicle	Information about a Vehicle that may be involved in the arrest

Below is the general structure and relationship structure of the A-Form xml. The base node is an ArrestReport Entity.

Hierarchy



Figure 1 - Thinkstream A-Form Schema



Below is the structure and relationship for the MDstatutes.xml export file that will display the complete statute list.

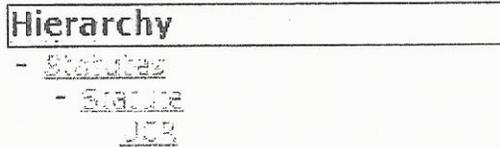


Figure 2 - Statute Code XML Structure

Below is an explanation of the Statute code schema. The XML does not represent all the information that is in the database. If there are fields that an agency feels is important from the SAO Needs Assessment Document, Thinkstream can easily add them.

Thinkstream Entity	Field	SAO Code	Description	Included in Summary Information
Statutes	Version		The Current Version of the Statute Code XML schema	Yes
Statute	CJIS_REC_NUM	CJIS Record Number	CJIS unique identifier	Yes
Statute	FLDE_REC_NUM	FDLE Record Number	DLE identifier	Yes
Statute	STATUTE	Statute	The full statute code string	Yes
Statute	CHAPTER	Chapter	The chapter of the statute	Yes
Statute	SECTION	Section	The section of the statute	Yes
Statute	SUB_SECTION	Subsection	The subsection of the statute	Yes
Statute	INTENT	Intent	If Statute describes Intent (Y/N)	Yes
Statute	TYPE	Offense Type		Yes
Statute	DEGREE	Degree		Yes
Statute	DESCRIPTION_SHORT	Desc20	Short Description of statute	Yes
Statute	DESCRIPTION	Desc50	Full Description of statute	Yes
Statute	MUNICIPALITY	Municipality	State or county ordinance	Yes
Statute	UPDATED_DATE	Updated Date	The Date of an update since the initial version	Yes
Statute	STANDARD_BOND			No
Statute	NCIC_CODE			No
Statute	CREATED_BY			No
Statute	CREATED_DATE			No
Statute	UPDATED_BY			No
Statute	UPDATED_DATE			No
Statute	INACTIVE_BY			No
Statute	INACTIVE_DATE			Yes
Statute	REPEALED_DATE			Yes
Statute	EFFECTIVE_DATE			Yes
Statute	CHARGE_INFO_DESC1			No
Statute	CHARGE_INFO_DESC2			No
Statute	CHARGE_INFO_DESC3			No
Statute	CHARGE_INFO_DESC4			No
Statute	OFFENSE_FORM_NUM			No
Statute	TO_WIT			

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Statute	MUNICIPALITY			No
Statute	SAO_DISPO			No
Statute	SENTENCING_GUIDELIN E LEVEL			No
Statute	OFFN_CALL_LEVEL			No
Statute	OFFN_SRS_CATEGORY			No
Statute	MATRIX			No
Statute	VR_CATEGORY			No
Statute	CHARGE_ROUTER			No
Statute	FL_DOC_NUM			No
UCRCode	UCR_NAME (MDPD Code)	UCR Code	The UCR code as defined by SAO (Example: 0001090A)	Yes
UCRCode	UCR_CODE (NIBRS Code)	--	The standard UCR code (Example: 09A)	Yes
UCRCode	UCR_CATEGORY (MDPD Description)	--	The UCR crime category (Example: HOMICIDE Murder/Non Neg. Mans)	Yes
UCRCode	UCR_CODE_DESCRIPTION (NIBRS Description)	UCR Overall Category	The category description as supplied (Example: HOMICIDE)	Yes

7. XML Schema Overview In Relation To The A-Form

The following page represents the front page of the paper A-Form used by Miami-Date County. Not all information on this page will be entered by the officer. The Data entry screen will not resemble the form, but the PDFs will.

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The following fields do not currently exist in the paper A-Form. These additions help with the workflow and with integration with other county projects.

#	Field Name from A-Form	Thinkstream Entity from XML	Entity Field as defined in XML	How the data is Acquired	Data Type	Format	Protected after Approval
A	BRACELET ID	ArrestReport	ARR_BRACELET_NUM	Entered by Officer or alternatively scanned using a bar code scanner. Data will appear on the Paper A-Form This value is used for lookup and will update QMS	Text(20)	Technical Issue #14	Yes
B	TRANSPORT LOCATION	SuspectTransport	ARR_TRANSPORT_LOC	This information is Selected by the officer. This value may be changed if corrections reject suspect because of medical reasons. The value is used to populate a booking transporting inbox	Dropdown	EW = EAST WING H = HOMESTEAD POLICE DEPARTMENT I = ICDC K = TKG MW = METRO WEST NT = METRO TREE N = NORTH/DADE PT = PRE-TRIAL/DETENTION TREATMENT CENTER/STOCKADE S4 = SUBSTATION 4 S5 = SUBSTATION 5 S8 = SUBSTATION 8 W = WOMENS DETENTION BC = BOOT CAMP OM = OTHER MEDICAL PTA = Promise To Appear	No
C	TRANSPORT DESCRIPTION	SuspectTransport	ARR_TRANSPORT_DESC	Entered by Officer, If Transport Location is "Other Medical" then Officer can enter free text transportation location.	Text(32)		No
D	THINKSTREAM ID	ArrestReport	INC_ID	Auto-Populated by Thinkstream, Not visible to user. For Internal User Only	Text(12)	True/False	Yes
E	IS REFERRAL ARRESTREPORT	ArrestReport	ARR_IS_REFERRAL	Entered by Officer when applicable.	Boolean	True/False	Yes
F	IS CIVIL CITATION	ArrestReport	ARR_IS_CIVIL_CITATION	Set or unset by Officer, Booking Officer or SAO when applicable.	Boolean	True/False	No
G	CIVIL CITATION	ArrestReport	ARR_CIVIL_CITATION_TICKET_NUM	Set or unset by SAO on	Text(32)	True/False	No

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#	Field Name from A-Form	Thinkstream Entity from XML	Entity Field as defined in XML	How the data is Acquired	Data Type	Format	Protected after Approval
	TICKET NUMBER			qualified ArrestReport.			
H	IS SUPPLEMENT	ArrestReport	ARR_IS_SUPPLEMENT	Set Internally when report used to fix protected data	Boolean	True/False	Yes
I	BONDED OUT	ArrestReport	ARR_BONDED_OUT	This number is passed to Thinkstream from CJIS using a shared database table (Updated 12/11)	Boolean	True/False	No
J	DATE TIME CREATED	ArrestReport	ARR_CREATED_DATE	Set Automatically when A-Form was created. (Updated 12/11)	Boolean	True/False	No
K	MUNICIPALITY GRID	ArrestReport	ARR_MUNICIPALITY_GRID	Populated by County GIS system to specify the agency specific Grid. (Updated 12/11)	Text(10)		Yes
L	HISTORICAL JAIL NUMBER/IAC#	ArrestReport/ HistoricalArrBookingNum	HIST_VAL HIST_DATE	Populated if there is a identifier # change triggered by CJIS. (Updated 12/11)	Text(54) Date/Time		No
M	HISTORICAL OBTS #	ArrestReport/ HistoricalArrObtsNum	HIST_VAL HIST_DATE	Populated if there is a identifier # change triggered by CJIS. (Updated 12/11)	Text(54) Date/Time		No
N	HISTORICAL COURT CASE#	ArrestReport/ HistoricalArrCourtCaseNum	HIST_VAL HIST_DATE	Populated if there is a identifier # change triggered by CJIS. (Updated 12/11)	Text(64) Date/Time		No
O	HISTORICAL CIN#	Person/ HistoricalPrsldsNum	HIST_VAL HIST_DATE	Populated if there is a identifier # change triggered by CJIS. (Updated 12/11)	Text(64) Date/Time		No
P	REDACT PERSON DATA	Person	PRS_REDACTED	Selected by officer to redact name of arrestee (Updated 12/11)	Boolean	True/False	No
Q	REDACT ADDRESS	Address	ADDR_REDACTED	Selected by officer to redact address of arrestee (Updated 12/11)	Boolean	True/False	No
R	NOT PURSUED	Arrest	ARR_NOT_PURSUED	Entered by Officer if it is decided not to pursue a referral. (Updated 12/11)	Boolean	True/False	No

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#	Field Name from A-Form	Thinkstream Entity from XML	Entity Field as defined in XML	How the data is Acquired	Data Type	Format	Protected after Approval
S	JUDGE SECTION NUMBER	Arrest	ARR_JUDGE_SECTION	This number is passed to Thinkstream from CJIS using a shared database table (Updated 12/11)	Text(25)		No
T	OFF_SEQ_NUM	Charge	OFF_SEQ_NUM	This number is passed to Thinkstream from CJIS using a shared database table (Updated 12/14)	Number	Starts at 1	Yes
U	STATUS OF REPORT	Arrest	ARR_STATUS	Status of Report (Updates 1/3)	Text(2)	N=New X=Expunged S=Sealed D=Dropped	No
V	CIN	Arrest	PRS_CIN_NUMBER	Would 100% identify a person based on fingerprints; generated by CJIS (Updates 1/4)	Text(9)		No

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