



## MEMORANDUM

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TO: Honorable Chairperson and Members      DATE: **June 10, 2003**  
Board of County Commissioners

FROM: Steve Shiver  
County Manager

SUBJECT: Request for Approval to  
Execute Critical Infrastructure  
Protection and Assurance Study for  
Miami-Dade County  
**Supplemental Agreement No. 1 to  
Contract No. 343**

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### RECOMMENDATION

It is recommended that the Board of County Commissioners approve the accompanying resolution authorizing the County Manager to execute the attached supplemental agreement presented in substantially completed form with The DecisionWorks, Inc. This supplemental Agreement No. 1 provides for the renewal of Contract No. 343, Critical Infrastructure Protection and Assurance Study for Miami-Dade County, while also authorizing the performance of Phase II of the project, a risk-based analysis for Metronet, the County's information network, in order to determine security vulnerabilities of Metronet and recommend enhancements to the security in priority order for the supplemental price of \$499,878. Funds from a federal government grant in the amount of \$500,000 will be utilized for this analysis.

### BACKGROUND

On February 12, 2002, the Board approved Contract No. 343, as an emergency purchase under Resolution No. R-137-02, to contract with The DecisionWorks, Inc. to perform a summary analysis of critical infrastructure systems in Miami-Dade County. The item was presented and approved as an emergency purchase in compliance with the Board's directive to review security at County facilities and to produce a report expeditiously. The contract allowed for the issuance of a supplemental agreement to renew the term to accommodate subsequent phases of the analysis. It was provided that any future modification to the contract would be presented to the Board for approval.

Phase II of the Critical Infrastructure Protection and Assurance Study for Miami-Dade County provides for a risk-based prioritization analysis for Metronet that builds upon the results of a pilot-level risk assessment for selected County facilities and critical infrastructure systems performed during the initial phase of the contract. The primary objectives of the Phase II analysis are to: assess the likelihood of successful cyber attacks on selected elements of Metronet; determine the safety, economic, and other consequences of successful attacks; formulate and evaluate alternatives for reducing or mitigating the risk of successful attacks; and

assist the County Manager in the selection of a portfolio of alternatives that prioritizes the allocation of County resources to meet the threat of cyber attacks. Funds from a federal government grant in the amount of \$500.000 will be utilized for this analysis.



# MEMORANDUM

(Revised)

**TO:** Honorable Chairperson and Members  
Board of County Commissioners

**DATE:** July 8, 2003

**FROM:** Robert A. Ginsburg  
County Attorney

**SUBJECT:** Agenda Item No.

Please note any items checked.

- "4-Day Rule" ("3-Day Rule" for committees) applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Bid waiver requiring County Manager's written recommendation
- Ordinance creating a new board requires detailed County Manager's report for public hearing
- Housekeeping item (no policy decision required)
- No committee review

Approved \_\_\_\_\_ Mayor

Agenda Item No.

Veto

Override

RESOLUTION NO.

RESOLUTION AUTHORIZING EXECUTION OF A SUPPLEMENTAL AGREEMENT WITH THE DECISIONWORKS, INC., TO OBTAIN A CRITICAL INFRASTRUCTURE PROTECTION AND ASSURANCE STUDY (PHASE II) CONSISTING OF A RISK-BASED PRIORITIZATION ANALYSIS FOR METRONET, AUTHORIZING THE COUNTY MANAGER TO EXECUTE A SUPPLEMENTAL AGREEMENT FOR AND ON BEHALF OF MIAMI-DADE COUNTY AND TO EXERCISE ANY CANCELLATION AND RENEWAL PROVISIONS AND TO EXERCISE ALL OTHER RIGHTS CONTAINED THEREIN.  
**SUPPLEMENTAL AGREEMENT NO. 1 TO CONTRACT NO. 343**

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves the Supplemental Agreement No. 1 to Contract No. 343 with The DecisionWorks, Inc., in substantially the form attached hereto and made a part hereof; and authorizes the County Manager to execute same for and on behalf of Miami-Dade County and to exercise any cancellation and renewal provisions and any other rights contained therein.



**MIAMI-DADE COUNTY, FLORIDA**

**SUPPLEMENTAL AGREEMENT NO. 1**

Contract Number: **343 - Executed on January 8, 2002**

Contract Title: **"Critical Infrastructure Protection and Assurance Study for Miami-Dade County"**

Contractor: **THE DECISIONWORKS, INC.  
3N195 Springwood Lane  
Elburn, Illinois, 60119**

In accordance with the above referenced Contract, this supplement, when properly executed, shall become effective on this \_\_\_\_ day of \_\_\_\_\_ 2003 and shall provide for the renewal of the Contract through project completion, as mutually agreed upon by the Contractor and the County, but no more than thirty-four (34) weeks, pursuant to Article 5, therein.

Additionally, this Supplemental Agreement shall:

- a) Incorporate into the Contract the attached Appendix A to Supplemental Agreement No. 1, Statement of Services, Risk-Based Prioritization Analysis for Metronet;
- b) Authorize payment in the amount of \$499,878.00 to the Contractor for the Services according to Table 3, Payment Schedule for Metronet Analysis (in Appendix A); and
- c) Delete Article 37 of the Contract in its entirety.

**All terms, covenants and conditions of the original Contract shall remain in full force and effect, except to the extent herein amended.**

IN WITNESS WHEREOF, the parties have executed this Supplemental Agreement No. 1 to County Contract No. 343 effective as of the date first herein above set forth.

Contractor

Miami-Dade County

By: N. Clark Williams

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

Name: N. CLARK WILLIAMS

Name: \_\_\_\_\_

Title: PRESIDENT

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

Date: MAY 3, 2003

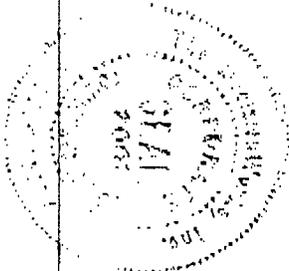
Date: \_\_\_\_\_

Attest: [Signature]  
Asst. Secretary

Attest: \_\_\_\_\_  
Clerk of the Board

Approved as to form  
and legal sufficiency

\_\_\_\_\_  
Assistant County Attorney



## Appendix A

### SCOPE OF SERVICES

#### *Risk-Based Prioritization Analysis for Metronet*

##### **Section 1. Overview**

The County will use the services of the Consultant to perform a Risk-Based Prioritization Analysis (hereafter "Analysis") for selected elements of the County's Metronet System (hereafter "Metronet") in accordance with Phase 2 of the Consultant's Proposal. (Note: The Public Safety Backbone, which is referenced in the Consultant's Proposal, is an element of Metronet.)

The Analysis will be based upon—and will build upon—the results of a pilot-level risk assessment that was performed during Phase 1 of the Contract for selected County facilities and critical infrastructure systems. The results of the assessment suggested that expected annual losses from cyber attacks on Metronet alone could significantly exceed the combined expected annual losses from all types of attacks on all other facilities and systems that were addressed by the pilot study. Based on this and other insights gained during Phase 1, the County has decided to proceed with a more detailed Analysis of Metronet.

The parties agree that the available budget is sufficient to perform an Analysis for selected elements of Metronet, but not for the entire system. The parties will work together at the outset of the project to select the elements that will be addressed by the Analysis—and to bound the Analysis—based upon (a) the results of Phase 1, (b) the County's current concerns about cyber-related threats to Metronet, and (c) the available budget. If the County decides to address additional elements of Metronet, it will request additional Services in a separate Supplemental Agreement.

##### **Section 2. Scope**

The goal of the Analysis will be to help the County Manager and other decision-makers responsible for the safety and security of Metronet to understand the risks associated with cyber attacks and to effectively and efficiently manage those risks by allocating scarce County resources (people, time, and money) in a manner that provides the greatest benefit for the least cost.

The primary objectives of the Analysis will be to:

- a. Assess the likelihood of successful cyber attacks on selected elements of Metronet;
- b. Determine the safety, economic, and other consequences of successful attacks;
- c. Formulate and evaluate alternatives for reducing or mitigating the risk of successful attacks; and

- d. Assist the County Manager in the selection of a portfolio of alternatives that prioritizes the allocation of County resources to meet the threat of cyber attacks on selected elements of Metronet.

A secondary objective of the Analysis will be to express risk consistent with the way that providers of contingent capital (e.g., insurance companies) assess and price risk.

The deliverable will be a report comprised of (1) a written summary of findings and recommendations supported by (2) an annotated slide presentation in Microsoft PowerPoint format. As in Phase 1, the slide presentation will document in appropriate detail both the analytical approach and the results of the Analysis.

### **Section 3. Subconsultants**

The Consultant will use Decision Analysts who are identified as Key Personnel in the Consultant's Proposal. In addition, the Consultant will use Cyber Experts from Sandia National Laboratories (hereafter "Sandia") who either participated in Phase 1 of the Contract or are acceptable to the Consultant; notwithstanding, the Consultant may elect to engage Cyber Experts from other national laboratories and/or private firms—even to the exclusion of Sandia—if (a) the Consultant deems such action to be in the best interests of the Analysis and (b) the County's Project Manager approves the action in accordance with the requirements of Article 20 of the Contract.

### **Section 4. Schedule**

The Analysis will be completed within twenty-six (26) weeks of project startup, which will be as soon as practicable following the effective date that the parties execute this Supplemental Agreement. The startup date will be proposed by the Consultant and approved by the County's Project Manager. A project schedule is presented in Table 1 on Page 4, and it includes milestone dates that are based on the assumption that the project will start on May 19, 2003.

### **Section 5. Cost**

This is a fixed-price Supplemental Agreement, and the total compensation for Services will be Four Hundred Ninety-nine Thousand Eight Hundred Seventy-eight dollars (\$499,878.00). The basis for this fixed price is presented in Table 2 on Page 5.

### **Section 6. Payment**

Payment for Services will be in accordance with the schedule in Table 3 on Page 6. The Consultant will present an invoice for each scheduled amount. Except for the first (see note, below), each invoice will be accompanied by a report stating the work that was performed during the billing period, along with other relevant information required

by Article 9 of the Contract. Upon review and acceptance of the report, the County will remit the scheduled amount.

Note: Sandia is a research and development center that is owned by the United States Government and operated for the U.S. Department of Energy by Sandia Corporation, a subsidiary of Lockheed Martin Corporation. As a government-owned, contractor-operated facility, Sandia is subject to federal procurement regulations that require a receipt of funds in advance of performing work for others. As a direct result of this requirement, the Consultant must incrementally advance funds to Sandia during the performance of this Supplemental Agreement, including an estimated initial payment of Forty-eight Thousand dollars (\$48,000) before work begins. The payment schedule in Table 3 incorporates the advance funding required for Sandia; however, if progress payments to the Consultant must be increased or accelerated for the purpose of maintaining a positive funds-in balance for Sandia, then the parties agree that the payment schedule will be revised subject to approval by the County's Project Manager.

# Appendix A

Table 1  
Project Schedule for Metronet Analysis

Project Activity	Project Duration (weeks)																										
	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	
Activity 1: Select system elements, engage experts, and plan project																											
Activity 2: Develop system description and inventory security architecture																											
Activity 3: Develop risk models and perform risk assessment																											
Activity 4: Prepare preliminary Analysis and present interim results																											
Activity 5: Identify alternatives for reducing risk																											
Activity 6: Evaluate alternatives and prioritize risk-reduction activities																											
Activity 7: Prepare and present final results of the Analysis																											

Notes:

1. The target date for project kickoff is May 19, 2003.
2. The project duration is 26 weeks, which includes two weeks of projected time lost to holidays and other events (Memorial Day, Independence Day, etc.).
3. The target date for the presentation of interim results (Milestone #1) is September 4, 2003.
4. The target date for project completion and the presentation of final results (Milestone #2) is November 13, 2003.

Table 2  
Pricing for Metronet Analysis

Management Consulting Services					
Cost Category	Name of Person or Firm	Status of Person or Firm	Hourly Rate <sup>2</sup>	Hours <sup>3</sup>	Cost
Direct Labor	N. Clark Williams	Employee	\$221.37	325	\$ 71,945
Other Direct Costs (Labor)	Daniel G. Brooks	Subconsultant	208.00	40	8,320
	Karen E. Jenni	Subconsultant	208.00	384	79,872
	Allen C. Miller	Subconsultant	208.00	384	79,872
	First Cyber Expert <sup>4</sup>	Prospective Subconsultant	140.00	240	33,600
	Second Cyber Expert <sup>5</sup>	Prospective Subconsultant	170.00	320	54,400
	Third Cyber Expert <sup>6</sup>	Prospective Subconsultant	170.00	290	49,300
Other Direct Costs (Nonlabor) <sup>7</sup>					48,300
<b>Subtotal</b>					\$425,609
G&A Costs (8.75%)					37,241
<b>Total Cost</b>					\$462,850
Fee (8.00%)					37,028
<b>Total Cost plus Fee</b>					\$499,878

<sup>1</sup> Employees of, Subconsultants to, or Prospective Subconsultants to the Consultant. Those designated as Subconsultants are Decision Analysts who have been previously identified as Key Personnel in the Consultant's Proposal. Those designated as Prospective Subconsultants are unnamed individuals at Sandia National Laboratories who have been identified by the Consultant as candidate Cyber Experts for providing specialized subject matter expertise (see footnotes 4, 5, and 6, below).

<sup>2</sup> For an Employee, the Hourly Rate includes salary, benefits, and overhead. For Subconsultants and Prospective Subconsultants, the Hourly Rate is the estimated amount that will be charged to and paid by the Consultant.

<sup>3</sup> The estimated number of productive labor hours that will be billed to the Project.

<sup>4</sup> Responsible for (a) identifying the types of cyber attacks that could occur; (b) specifying the characteristics of attackers that contribute to the probability of successful attacks; (c) estimating the probability that attackers will have those characteristics; and (d) assessing the frequency with which attacks will occur.

<sup>5</sup> Responsible for (a) identifying the response of system elements to cyber attack; (b) evaluating the direct impacts of successful attacks; and (c) defining alternatives for deterring attacks, reducing the probability that attacks are successful, and mitigating or transferring the costs of successful attacks.

<sup>6</sup> Responsible for (a) defining the steps necessary to conduct successful cyber attacks on system elements and (b) estimating the probability that each step will be successfully completed.

<sup>7</sup> Included are \$48,300 for estimated travel costs (36 trips @ \$1,300 per trip) and \$1,500 for other project-related costs.

12

Table 3  
 Payment Schedule for Metronet Analysis

Milestone Week	Scheduled Payment	Cumulative Payment
0 <sup>1</sup>	\$48,000	\$ 48,000
2	72,600	120,600
6	72,600	193,200
10	72,600	265,800
14	72,600	338,400
18	60,600	399,000
22	50,600	449,600
26	50,278	499,878

<sup>1</sup> Project startup

Contract No. 343

Critical Infrastructure Protection and Assurance Study for Miami-Dade  
County

THIS AGREEMENT made and entered into as of this 8th day of January 2002 by and between The DecisionWorks, Inc., a corporation organized and existing under the laws of the State of Virginia, having its principal office at 3N195 Springwood Lane, Elburn, Illinois, 60119 (hereinafter referred to as the "Consultant"), and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 N.W. 1st Street, Miami, Florida 33128 (hereinafter referred to as the "County"),

WITNESSETH:

WHEREAS, the Consultant has offered to provide professional consulting services to provide a Summary Analysis that shall identify those physical and cyber assets that are most likely to adversely impact the security of Miami-Dade County critical infrastructure, that shall conform to the Scope of Services (Appendix A), the Consultant's proposal and all attachments, and the requirements of this Agreement; and,

WHEREAS, the Consultant has submitted a written proposal dated November 4, 2001, hereinafter referred to as the "Consultant's Proposal" which is incorporated herein as Appendix C; and,

WHEREAS, the County desires to procure from the Consultant such consulting services for the County, in accordance with the terms and conditions of this Agreement; and,

WHEREAS, the County agrees to provide to the Consultant Expert Consultants and County liaisons to facilitate and enable the Consultant's proposal, in accordance

with the terms and conditions of this Agreement;

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

**ARTICLE 1. DEFINITIONS**

The following words and expressions used in this Agreement shall be construed as follows, except when it is clear from the context that another meaning is intended:

- a) The words "Contract" or "Contract Documents" or "Agreement" to mean collectively these terms and conditions, the Scope of Services (Appendix A), and all associated addenda and attachments, the Consultant's Proposal, and all other attachments hereto and all amendments issued hereto.
- b) The words "Contract Date" to mean the date on which this Agreement is effective, which shall be the date set forth above.
- c) The words "Contract Manager" to mean Miami-Dade County's Director, Department of Procurement Management, or the duly authorized representative.
- d) The word "Consultant" to mean The DecisionWorks, Inc. and its permitted successors and assigns.
- e) The word "Days" to mean Calendar Days.
- f) The word "Deliverables" or "Developed Works" to mean any and all documentation and any items of any nature submitted by the Consultant to the County's Project Manager for review and approval pursuant to the terms of this Agreement and in response to the Service being performed by the Consultant in accordance with the Scope of Services.
- g) The words "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the County's Project Manager; and similarly the words "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the County's Project Manager.
- h) The words "Change Order" or "Extra Work" or "Additional Work" resulting in additions or deletions or modifications to the amount, type or value of the Work and Services as required in this Contract, as directed and/or approved by the County.
- i) The words "Project Manager" to mean the County Manager or the duly authorized representative designated to manage the Contract.
- k) The words "Scope of Services" or interchangeably "Scope of Work" to mean the document appended hereto as Appendix A, which details the work to be performed by the Consultant.

15

- l) The word "subconsultant" or "sub" to mean any person, entity, firm or corporation, other than the employees of the Consultant, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Consultant and whether or not in privity of Contract with the Consultant.
  
- m) The words "Summary Analysis", a Deliverable, is the report the Consultant shall present to the County after completion of Phase 1 as described in the Scope of Work.
  
- n) The words "Work", "Services" "Program", or "Project" to mean all matters and things required to be done by the Consultant in accordance with the provisions of this Contract.
  
- o) The word "Expert Consultants" to mean a third party consultant provided by the County to provide technical expertise in the areas of physical and cyber threat and vulnerability analysis.
  
- p) The words "Core Team" shall mean the standing group of decision analysts, systems experts, and security experts that shall be constituted jointly by the County and the Consultant to produce the Summary Analysis, in accordance with the Consultant's proposal and the provisions of this Agreement.

**ARTICLE 2. ORDER OF PRECEDENCE**

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) these terms and conditions, 2) the Scope of Services (Appendix A), and 3) the Consultant's Proposal.

**ARTICLE 3. RULES OF INTERPRETATION**

- a) References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.
  
- b) Reference to any agreement or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.
  
- c) The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.
  
- d) The titles, headings, captions and arrangements used in these Terms and Conditions are for convenience only and shall not be deemed to limit, amplify or modify the terms of this Contract, nor affect the meaning thereof.

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**ARTICLE 4. NATURE OF THE AGREEMENT**

- a) The Consultant shall provide the services set forth in the Scope of Services, and

render full and prompt cooperation with the County in all aspects of the Services performed hereunder.

- b) The Consultant acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the Consultant shall perform the same as though they were specifically mentioned, described and delineated.
- c) The County acknowledges that the ability of the Consultant to perform the Work and Services required by this Agreement is contingent upon the County meeting certain obligations, which are set forth in Article 40, herein. Contingent upon the County meeting those obligations, the Consultant shall furnish all other labor, materials, tools, supplies, and items required to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the County's Project Manager. The Consultant shall assist the County in developing a Scope of Work to engage an Expert Consultant that will be responsible, on the County's behalf, to provide to DecisionWorks the necessary technical expertise it requires to meet obligations set forth herein.
- d) The Consultant acknowledges that the County shall be responsible for making all policy decisions regarding the Scope of Services. The Consultant agrees to provide input on policy issues in the form of recommendations. The Consultant agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the County. The Consultant agrees to act in an expeditious and fiscally sound manner in providing the County with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

**ARTICLE 5. CONTRACT TERM**

The Contract shall become effective on 1/8/2002 and shall be for a duration of eighteen (18) weeks. The County, at its sole discretion, reserves the right to exercise the option to renew this Contract for a period of up to thirty-four (34) additional weeks by issuing a Supplemental Agreement.

**ARTICLE 6. NOTICE REQUIREMENTS**

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax and followed with delivery of hard copy; and in any case addressed as follows:

**(1) to the County**

- a) to the Project Manager:

Miami-Dade County  
111 NW 1<sup>st</sup> Street  
Miami, FL 33128

Attention: Mr. Tom David, Chief of Staff/Assistant County Manager  
Phone: (305) 375-  
Fax:

and,  
b) to the Contract Manager:

Miami-Dade County  
Department of Procurement Management  
111 N.W. 1<sup>st</sup> Street, Suite 2350  
Miami, FL 33128-1989  
Attention: Director  
Phone: (305) 375-5257  
Fax: (305) 375-2316

**(2) To the Consultant**

The DecisionWorks, Inc.  
3N195 Springwood Lane  
Elburn, Illinois, 60119

Attention: N. Clark Williams, President and CEO  
Phone: (630) 365-0387  
Fax: (630) 365-1577

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

**ARTICLE 7. PAYMENT FOR SERVICES/AMOUNT OBLIGATED**

The Consultant warrants that it has reviewed the County's requirements and has asked such questions and conducted such other inquiries as the Consultant deemed necessary in order to determine the price the Consultant will charge to provide the Work and Services to be performed under this Contract. The compensation for all Work and Services performed under this Contract, including all costs associated with such Work and Services, shall be in the total amount of Three Hundred Twenty-two Thousand Three dollars (\$322,003). The County shall have no obligation to pay the Consultant any additional sum in excess of this amount, except for a change and/or modification to the Contract, which is approved and executed in writing by the County and the Consultant.

All Services undertaken by the Consultant before County's approval of this Contract shall be at the Consultant's risk and expense unless approved in advance, in writing, by the County.

With respect to travel costs and travel related expenses, the Consultant agrees to adhere to CH. 112.061 of the Florida Statutes as they pertain to out-of-pocket expenses including employee lodging, transportation, per diem, and all miscellaneous cost-and fees. The County shall not be liable for any such expenses incurred by the Consultant before the County's approval of this Contract unless approved in advance, in writing, by the County.

**ARTICLE 8. PRICING**

Prices shall remain firm and fixed for the 18-week term of the Contract, however, the Consultant may offer incentive discounts to the County at any time during the contractual term and any extensions thereof. If the County engages The DecisionWorks, Inc. for an optional 34week period, the price for that engagement will be determined at such time and made part of this contract via Supplemental Agreement signed by both parties.

**ARTICLE 9. METHOD AND TIMES OF PAYMENT**

The Consultant agrees that under the provisions of this Agreement, as reimbursement for those actual, reasonable and necessary costs incurred by the Consultant, which are directly attributable or properly allocable to the Services the Consultant shall present an invoice on a bi-weekly or monthly basis for labor and other costs actually incurred during the agreed upon period. Along with that invoice the Consultant shall include a report stating the work performed during the billing period, the percentage of completion, work to be performed during the next billing period, any problems that may surface and other such relevant information. Upon review of the report, the County shall remit an approved invoice amount, except that 10% of the contract amount except out of pocket and travel and per diem cost, will be withheld until the County accepts the Summary Analysis. If the County chooses to have the Consultant perform Phase 2 of the Scope of Work, the County shall issue a Supplemental Agreement signed by both parties, which shall identify the method and times of payment specifically for Phase 2.

All invoices shall be taken from the books of account kept by the Consultant, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the County and shall show the County's contract number. All payments shall be governed by the provision of the Florida Prompt Payment Act. Payment will be made within thirty (30) days after receipt by the County of properly prepared and documented invoices submitted in accordance with the Florida Prompt Payment Act, and Section 2-8.1.4 of the Miami-Dade County Code.

Invoices and associated back-up documentation shall be submitted in duplicate by the Consultant to the County as follows:

Miami-Dade County  
County Manager's Office  
111 NW 1<sup>st</sup> Street  
Miami, FL 33128  
Attention: Chief of Staff/Assistant County Manager

The County may at any time designate a different address and/or contact person by giving written notice to the other party.

**ARTICLE 10. INDEMNIFICATION AND INSURANCE**

The Consultant 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 Agreement by the Consultant or its employees, agents, servants, partners principals or subconsultants. The Consultant shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Consultant expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Consultant 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.

Upon County's notification, the Consultant shall, furnish to Miami-Dade County, Department of Procurement Management, RFP Section, 111 N.W. 1<sup>st</sup> Street, Suite 1375, Miami, Florida 33128-1974, Certificates of Insurance that indicate that insurance coverage has been obtained, which meets the requirements as outlined below:

1. Worker's Compensation Insurance for all employees of the Consultant as required by Florida Statute 440.
2. Public Liability Insurance on a comprehensive basis in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage. The mailing address of the Department of Procurement Management, as the certificate holder, must appear on the certificate of insurance.**
3. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.
4. Professional Liability Insurance in an amount not less than \$1,000,000 per occurrence with a deductible per claim not to exceed ten percent (10%) of the limit of liability.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the Consultant. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, according to the latest edition of Best's Insurance Guide published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

OR

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida", issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

**Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will endeavor to mail thirty (30) day written advance notice to the certificate holder. In addition, the Consultant hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the County.**

**NOTE: MIAMI-DADE COUNTY CONTRACT NUMBER AND TITLE MUST APPEAR ON EACH CERTIFICATE OF INSURANCE.**

Compliance with the foregoing requirements shall not relieve the Consultant of this liability and obligation under this section or under any other section in this Agreement.

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within fifteen (15) calendar days after County notification to Consultant to comply before the award is made. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this Agreement, the Consultant shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the County. If the Consultant fails to submit the required insurance documents in the manner prescribed in this Agreement within twenty (20) calendar days after County notification to comply, the Consultant shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the County.

The Consultant shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the County. If insurance certificates are scheduled to expire during the contractual period, the Consultant shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the County shall suspend the Contract until such time as the new or renewed certificates are received by the County in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the County may, at its sole discretion, terminate this contract.

#### **ARTICLE 11. MANNER OF PERFORMANCE**

- a) The Consultant shall provide the Services described herein in a competent and professional manner satisfactory to the County in accordance with the terms and conditions of this Agreement. The County shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation

by the Consultant in all aspects of the Services. At the request of the County the Consultant shall promptly remove from the project any Consultant's employee, subconsultant, or any other person performing Services hereunder. The Consultant agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Consultant.

- b) The Consultant agrees to defend, hold harmless and indemnify the County and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the County, occurring on account of, arising from or in connection with the removal and replacement of any Consultant's personnel performing services hereunder at the behest of the County. Removal and replacement of any Consultant's personnel as used in this Article shall not require the termination and or demotion of such Consultant's personnel.
- c) The Consultant agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Consultant agrees to adjust its personnel staffing levels or to replace any its personnel if so directed upon reasonable request from the County, should the County make a determination, in its sole discretion, that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.
- d) The Consultant warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein, in a competent and professional manner.
- e) The Consultant shall at all times cooperate with the County and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.
- f) The Consultant shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

**ARTICLE 12. EMPLOYEES ARE THE RESPONSIBILITY OF THE CONSULTANT**

All employees of the Consultant shall be considered to be, at all times, employees of the Consultant under its sole direction and not employees or agents of the County. The Consultant shall supply competent employees. Miami-Dade County may require the Consultant to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on County property is not in the best interest of the County. Each employee shall have and wear proper identification.

**ARTICLE 13. INDEPENDENT CONSULTANT RELATIONSHIP**

The Consultant is, and shall be, in the performance of all work services and activities under this Agreement, an independent Consultant, and not an employee, agent or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the

Consultant's sole direction, supervision and control. The Consultant shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Consultant's relationship and the relationship of its employees to the County shall be that of an independent Consultant and not as employees and agents of the County.

The Consultant does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this Agreement.

**ARTICLE 14. AUTHORITY OF THE COUNTY'S PROJECT MANAGER**

- a) The Consultant hereby acknowledges that the County's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.
- b) The Consultant shall be bound by all determinations or orders and shall promptly obey and follow every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Consultant agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.
- c) The Consultant must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Consultant and the Project Manager are unable to resolve their difference, the Consultant may initiate a dispute in accordance with the procedures set forth in this Article. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.
- d) In the event of such dispute, the parties to this Agreement authorize the County Manager or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County Manager's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the County Manager within 10 days of the occurrence, event or act out of which the dispute arises.
- e) The County Manager may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Consultant's performance or any Deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or

offers made in connection with the dispute, whether or not the County Manager participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Consultant to the County Manager for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. Whenever the County Manager is entitled to exercise discretion or judgment or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The County Manager, as appropriate, shall render a decision in writing and deliver a copy of the same to the Consultant. Except as such remedies may be limited or waived elsewhere in the Agreement, Consultant reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

**ARTICLE 15. MUTUAL OBLIGATIONS**

- a) This Agreement, including attachments and appendixes to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.
- b) Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.
- c) In those situations where this Agreement imposes an indemnity obligation on the Consultant, the County may, at its expense, elect to participate in the defense if the County should so choose. Furthermore, the County may at its own expense defend or settle any such claims if the Consultant fails to diligently defend such claims, and thereafter seek indemnity for costs from the Consultant.

**ARTICLE 16. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING**

The Consultant shall maintain, and shall require that its subconsultants and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Scope Of Services. The Consultant and its subconsultants and suppliers, shall retain such records, and all other documents relevant to the Services furnished under this Agreement for a period of three (3) years from the expiration date of this Agreement and any extension thereof.

**ARTICLE 17. AUDITS**

The Consultant agrees that the County or its duly authorized representatives or governmental agencies shall, until the expiration of three (3) years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Consultant's books, documents, papers and records and of its subconsultants and suppliers which apply to all matters of the County. Such records

shall subsequently conform to Generally Accepted Accounting Principles requirements, and shall only address those transactions related to this Agreement.

The Consultant agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

**ARTICLE 18. SUBSTITUTION OF PERSONNEL**

In the event the Consultant wishes to substitute personnel for the key personnel identified by the Consultant's Proposal, the Consultant must notify the County in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

**ARTICLE 19. CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT**

The Consultant shall not assign, transfer, convey or otherwise dispose of this Agreement, including its rights, title or interest in or to the same or any part thereof without the prior written consent of the County.

**ARTICLE 20. SUBCONTRACTUAL RELATIONS**

- a) If the Consultant will cause any part of this Agreement to be performed by a subconsultant, the provisions of this Contract will apply to such subconsultant and its officers, agents and employees in all respects as if it and they were employees of the Consultant; and the Consultant will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the subconsultant, its officers, agents, and employees, as if they were employees of the Consultant. The services performed by the subconsultant will be subject to the provisions hereof as if performed directly by the Consultant.
- b) The Consultant, before making any subcontract for any portion of the services, will state in writing to the County the name of the proposed subconsultant, the portion of the Services which the subconsultant is to do, the place of business of such subconsultant, and such other information as the County may require. The County will have the right to require the Consultant not to award any subcontract to a person, firm or corporation disapproved by the County.
- c) Before entering into any subcontract hereunder, the Consultant will inform the subconsultant fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such subconsultant will strictly comply with the requirements of this Contract.
- d) In order to qualify as a subconsultant satisfactory to the County, in addition to the other requirements herein provided, the subconsultant must be prepared to prove to the satisfaction of the County that it has the necessary facilities, skill and experience, and ample financial resources to perform the Services in a satisfactory manner. To be considered skilled and experienced, the subconsultant must show to the satisfaction of the County that it has satisfactorily performed services of the same general type which is required to

25

be performed under this Agreement.

- e) The County shall have the right to withdraw its consent to a subcontract if it appears to the County that the subcontract will delay, prevent, or otherwise impair the performance of the Consultant's obligations under this Agreement. All subconsultants are required to protect the confidentiality of the County's and County's proprietary and confidential information. Consultant shall furnish to the County copies of all subcontracts between Provider and subconsultants and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the County permitting the County to request completion of performance by the subconsultant of its obligations under the subcontract, in the event the County finds the Consultant in breach of its obligations, the option to pay the subconsultant directly for the performance by such subconsultant. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any subconsultant hereunder as more fully described herein.

**ARTICLE 21. ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS**

The Consultant understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the County were provided to the Consultant for evaluation purposes only. However, since these assumptions, parameters, projections, estimates and explanations represent predictions of future events the County makes no representations or guarantees; and the County shall not be responsible for the accuracy of the assumptions presented; and the County shall not be responsible for conclusions to be drawn therefrom; and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Consultant. The Consultant accepts all risk associated with using this information.

**ARTICLE 22. SEVERABILITY**

If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

**ARTICLE 23. TERMINATION FOR CONVENIENCE AND SUSPENSION OF WORK**

- a) The County may terminate this Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the County through fraud, misrepresentation or material misstatement.
- b) The County may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.
- c) The foregoing notwithstanding, any individual, corporation or other entity which 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 in accordance with the County debarment procedures. The Consultant may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the County Code.

In addition to cancellation or termination as otherwise provided in this Agreement, the County may at any time, in its sole discretion, with or without cause, terminate this Agreement by written notice to the Consultant and in such event:

- d) The Consultant shall, upon receipt of such notice, unless otherwise directed by the County:
  - i. stop work on the date specified in the notice ("the Effective Termination Date");
  - ii. take such action as may be necessary for the protection and preservation of the County's materials and property;
  - iii. cancel orders;
  - iv. assign to the County and deliver to any location designated by the County any noncancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement and not incorporated in the Services;
  - v. take no action which will increase the amounts payable by the County under this Agreement; and
- e) In the event that the County exercises its right to terminate this Agreement pursuant to this Article the Consultant will be compensated as stated in the payment Articles, herein, for the:
  - i. portion of the Services completed in accordance with the Agreement and the Work Order up to the Effective Termination Date; and
  - ii. noncancelable Deliverables that are not capable of use except in the performance of this Agreement and Work Order and has been specifically developed for the sole purpose of this Agreement Work Order but not incorporated in the Services.
- f) All compensation pursuant to this Article are subject to audit.

**ARTICLE 24. EVENT OF DEFAULT**

- a) An Event of Default shall mean a breach of this Agreement by the Consultant. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include the following:
  - i. the Consultant has not delivered Deliverables on a timely basis.

- ii. the Consultant has refused or failed, except in case for which an extension of time is provided, to supply enough properly skilled Staff Personnel;
  - iii. the Consultant has failed to make prompt payment to subconsultants or suppliers for any Services;
  - iv. the Consultant has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Consultant's creditors, or the Consultant has taken advantage of any insolvency statute or debtor/creditor law or if the Consultant's affairs have been put in the hands of a receiver;
  - v. the Consultant has failed to obtain the approval of the County where required by this Agreement;
  - vi. the Consultant has failed to provide "adequate assurances" as required under subsection "b" below;
  - vii. the Consultant has failed in the representation of any warranties stated herein.
- b) When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the Consultant's ability to perform the Services or any portion thereof, the County may request that the Consultant, within the time frame set forth in the County's request, provide adequate assurances to the County, in writing, of the Consultant's ability to perform in accordance with terms of this Agreement. Until the County receives such assurances the County may request an adjustment to the compensation received by the Consultant for portions of the Services which the Consultant has not performed. In the event that the Consultant fails to provide to the County the requested assurances within the prescribed time frame, the County may:
- i. treat such failure as a repudiation of this Agreement;
  - ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.
- c) In the event the County shall terminate this Agreement for default, the County or its designated representatives, may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

#### **ARTICLE 25. NOTICE OF DEFAULT - OPPORTUNITY TO CURE /TERMINATION**

If an Event of Default occurs, in the determination of the County, the County may so notify the Consultant ("Default Notice"), specifying the basis for such default, and advising the Consultant that such default must be cured immediately or this Agreement with the County may be terminated. Notwithstanding, the County may, in its sole discretion, allow the Consultant to rectify the default to the County's reasonable satisfaction within a thirty (30) day period. The County may grant an additional period of such duration as the County shall deem appropriate without waiver of any of the County's rights hereunder, so long as the Consultant has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30)

day period or any other period which the County prescribes. The default notice shall specify the date the Consultant shall discontinue the Services upon the Termination Date.

**ARTICLE 26. REMEDIES IN THE EVENT OF DEFAULT**

If an Event of Default occurs, the Consultant shall be liable for all damages resulting from the default, including but not limited to:

- i. lost revenues;
- ii. the difference between the cost associated with procuring Services hereunder and the amount actually expended by the County for reprourement of Services, including procurement and administrative costs; and,
- iii. such other direct damages.

The Consultant shall also remain liable for any liabilities and claims related to the Consultant's default.

The County may also bring any suit or proceeding for specific performance or for an injunction.

**ARTICLE 27. PATENT AND COPYRIGHT INDEMNIFICATION**

- a) The Consultant warrants that all Deliverables furnished hereunder, including but not limited to: equipment programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any patent, copyrights, service marks, trade secret, or any other third party proprietary rights.
- b) The Consultant shall be liable and responsible for any and all claims made against the County for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the County's continued use of the Deliverables furnished hereunder. Accordingly, the Consultant at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the County and defend any action brought against the County with respect to any claim, demand, cause of action, debt, or liability.
- c) In the event any Deliverable or anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Consultant shall have the obligation to, at the County's option to (i) modify, or require that the applicable subconsultant or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the County, at the Consultant's expense, the rights provided under this Agreement to use the item(s).
- d) The Consultant shall be solely responsible for determining and informing the

County whether a prospective supplier or subconsultant is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Consultant shall enter into agreements with all suppliers and subconsultants at the Consultant's own risk. The County may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the County's judgment, use thereof would delay the Work or be unlawful.

- e) The Consultant shall not infringe any copyright, trademark, service mark, trade secrets, patent rights, or other intellectual property rights in the performance of the Work.

**ARTICLE 28. CONFIDENTIALITY**

- a) All Deliverables, Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the County in connection with the Services performed under this Agreement, made or developed by the Consultant or its subconsultants in the course of the performance of such Services, or the results of such Services, or which the County holds the proprietary rights, constitute Confidential Information and may not, without the prior written consent of the County, be used by the Consultant or its employees, agents, subconsultants or suppliers for any purpose other than for the benefit of the County, unless required by law. In addition to the foregoing, all County employee information and County financial information shall be considered confidential information and shall be subject to all the requirements stated herein. Neither the Consultant nor its employees, agents, subconsultants or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the County. Additionally, the Consultant expressly agrees to be bound by and to defend, indemnify and hold harmless the County, and their officers and employees from the breach of any federal, state or local law in regard to the privacy of individuals.
- b) The Consultant shall advise each of its employees, agents, subconsultants and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the County in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or subconsultant's or supplier's employees, present or former. In addition, the Consultant agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.
- c) It is understood and agreed that in the event of a breach of this Article damages may not be an adequate remedy and the County shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the County, upon the completion of the Services performed

hereunder, the Consultant shall immediately turn over to the County all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Consultant or its employees, agents, subconsultants or suppliers without the prior written consent of the County. A certificate evidencing compliance with this provision and signed by an officer of the Consultant shall accompany such materials. The County shall permit the Consultant to retain an archival copy of the mathematical model(s) and associated technical documentation in accordance with requirements that will be developed jointly by the County and the Consultant and approved by the County Manager or his designee. In the event the Contractor ceases to exist, all archival copies of Works developed and held by the Contractor shall be returned to the County.

- d) The Deliverable, Developed Works and any other materials presented by the Consultant to the County is specifically subject to Florida Statutes, Section 281.301, which provides the County exemption from disclosure of materials such as security plans or security needs assessments that are on file with a public agency. As such, the Consultant shall mark all such Deliverables, Developed Works and all other such related materials presented to the County as "Confidential and Exempt from Disclosure per Section 281.301 of the Florida Statutes". Additionally the Consultant shall present only the original of any such marked Deliverables, Developed Works and other related materials to the County's Project Manager.

**ARTICLE 29. PROPRIETARY INFORMATION**

As a political subdivision of the State of Florida, Miami-Dade County is subject to the stipulations of Florida's Public Records Law.

The Consultant acknowledges that all computer software in the County's possession may constitute or contain information or materials which the County has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the County has developed at its own expense, the disclosure of which could harm the County's proprietary interest therein.

During the term of the contract, the Consultant shall not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the County's property, any computer programs, data compilations, or other software which the County has developed, has used or is using, is holding for use, or which are otherwise in the possession of the County (hereinafter "Computer Software"). All third-party license agreements must also be honored by the Consultants and their employees, except as authorized by the County and, if the Computer Software has been leased or purchased by the County, all hired party license agreements must also be honored by the Consultants' employees with the approval of the lessor or Consultants thereof. This includes mainframe, minis, telecommunications, personal computers and any and all information technology software.

The Consultant shall report to the County any information discovered or which is disclosed to the Consultant which may relate to the improper use, publication, disclosure or removal from the County's property of any information technology software and hardware and will take such steps as are within the Consultant's authority to prevent improper use, disclosure or removal.

**ARTICLE 30. PROPRIETARY RIGHTS**

- a) The Consultant hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Consultant hereunder or furnished by the Consultant to the County and/or created by the Consultant for delivery to the County, even if unfinished or in process, as a result of the Services the Consultant performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Consultant as well as its employees, agents, subconsultants and suppliers may use only in connection of the performance of Services under this Agreement. The Consultant shall not, without the prior written consent of the County, use such documentation on any other project in which the Consultant or its employees, agents, subconsultants or suppliers are or may become engaged. Submission or distribution by the Consultant to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the County's copyrights or other proprietary rights.
- b) All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Consultant and its subconsultants specifically for the County, hereinafter referred to as "Developed Works" shall become the property of the County.
- c) Accordingly, neither the Consultant nor its employees, agents, subconsultants or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the Consultant, or any employee, agent, subconsultant or supplier thereof, without the prior written consent of the County, except as required for the Consultant's performance hereunder. d) Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Consultant and its subconsultants and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services.

**ARTICLE 31. BUSINESS APPLICATION AND FORMS**

**Business Application** The Consultant shall be a registered vendor with the County – Department of Procurement Management - Bids and Contracts Section, for the duration of this Agreement. It is the responsibility of the Consultant to file the appropriate Vendor

Application and to update the Application file for any changes for the duration of this Agreement, including any option years.

Section 2-11.1(d) of Miami-Dade County Code as amended by Ordinance 00-1, requires any county employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County from competing or applying for any such contract as it pertains to this solicitation, must first request a conflict of interest opinion from the County's Ethic Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County and that any such contract, agreement or business engagement entered in violation of this subsection, as amended, shall render this Agreement voidable. For additional information, please contact the Ethics Commission hot line at 305 579-2593.

**ARTICLE 32. INSPECTOR GENERAL REVIEWS**

**Independent Private Sector Inspector General Reviews**

Pursuant to Miami-Dade County Administrative Order 3-20, the Consultant is aware that the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Consultant shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the 's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision herein, apply to the Consultant, 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 Consultant in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Consultant or any third party.

**Miami-Dade County Inspector General Review**

According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise provided below. The cost of the audit for this Contract shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total contract amount. The audit cost will be deducted by the County from progress payments to the Consultant. The audit cost shall also be included in all change orders and all contract renewals and extensions.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal

services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-2; (m) federal, state and local government-funded grants; and (n) interlocal agreements. **Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award**

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance 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 (IPSIG) to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the , its officers, agents and employees, lobbyists, County staff and elected officials to insure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the Consultant from the Inspector General or IPSIG retained by the Inspector General, the Consultant 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 's possession, custody or control which, in the Inspector General's 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 agreements form and which successful and unsuccessful subconsultants 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.

**ARTICLE 33. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS**

Consultant agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State and the County orders, statutes, ordinances, rules and regulations which may pertain to the Services required under this Agreement, including but not limited to:

- i) Equal Employment Opportunity (EEO), in compliance with Executive Order

11246 as amended and applicable to this Contract.

- ii) Miami-Dade County Florida, Department of Business Development Participation Provisions, as applicable to this Contract.
- iii) Environmental Protection Agency (EPA), as applicable to this Contract.
- iv) Miami-Dade County Code, Chapter 11A, Article 3. All Consultants and subconsultants performing work in connection with this Contract shall provide equal opportunity for employment because of race, religion, color, age, sex, national origin, sexual preference, disability or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the work setting forth the provisions of the nondiscrimination law.
- v) "Conflicts of Interest" Section 2-11 of the County Code and Ordinance 00-1 pertaining to County employees, and "Employment Discrimination."
- vi) Section 948.15(4), Florida Statutes.
- vii) Miami-Dade County Code Section 10-38 "Debarment".
- viii) Miami-Dade County Ordinance 99-5, codified at 11A-60 et. seq. of Miami-Dade Code pertaining to complying with the County's Domestic Leave Ordinance.
- ix) Miami-Dade County Ordinance 99-152, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.

Notwithstanding any other provision of this Agreement, Consultant shall not be required pursuant to this Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Consultant, constitute a violation of any law or regulation to which Consultant is subject, including but not limited to laws and regulations requiring that Consultant conduct its operations in a safe and sound manner.

**ARTICLE 34. NONDISCRIMINATION**

During the performance of this Contract, Consultant agrees to: not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age or national origin, and will take affirmative action to insure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

By entering into this Contract with the County and signing the Disability Nondiscrimination Affidavit attached hereto as Appendix B, the Consultant attests that it

is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Consultant or any owner, subsidiary or other firm affiliated with or related to the Consultant is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render this Contract void. This Contract shall be void if the Consultant submits a false affidavit pursuant to this Resolution or the Consultant violates the Act or the Resolution during the term of this Contract, even if the Consultant was not in violation at the time it submitted its affidavit.

**ARTICLE 35. CONFLICT OF INTEREST**

The Consultant represents that:

- a) No officer, director, employee, agent, or other the Consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the grant of this Agreement.
- b) There are no undisclosed persons or entities interested with the Consultant in this Agreement. This Agreement is entered into by the Consultant without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:
  - i) is interested on behalf of or through the directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, supplies or work, to which this Agreement relates or in any portion of the revenues; or
  - ii) is an employee, agent, advisor, or to the or to the best of the 's knowledge any subconsultant or supplier to the .
- c) Neither the Consultant nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Consultant shall have an interest which is in conflict with the Consultant's faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.
- d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.
- e) In the event Consultant has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Consultant shall promptly bring such information to the attention of the County's Project Manager. Consultant

shall thereafter cooperate with the County's review and investigation of such information, and comply with the instructions receives from the Project Manager in regard to remedying the situation.

**ARTICLE 36. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION**

Under no circumstances shall the Consultant without the express written consent of the County:

- a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the County, or the Work being performed hereunder, unless the Consultant first obtains the written approval of the County. Such approval may be withheld if for any reason the County believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
- b) Communicate in any way with any Consultant, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the County; and
- c) Except as may be required by law, the Consultant and its employees, agents, subconsultants and suppliers will not represent, directly or indirectly, that any product or service provided by the Consultant or such parties has been approved or endorsed by the County.

**ARTICLE 37. WELFARE TO WORK**

This Agreement is subject to Miami-Dade County Resolution No. R-702-98, which requires that an entity that has a contract with the County that results in actual payment of \$500,000 or more, shall contribute to Project Fresh Start, the County's welfare to work initiative, based on the following scale:

(i) If the entity has a contract with the County that results in actual payment of an amount between \$500,000 to \$1,000,000, then the entity shall contribute \$5,000 to Project Fresh Start; (ii) If the entity has a contract with the County that results in actual payment of an amount between \$1,000,001 to \$5,000,000, then the entity shall contribute \$10,000 to Project Fresh Start; (iii) If the entity has a contract with the County that results in actual payment of an amount between \$5,000,001 to \$10,000,000, then the entity shall contribute \$20,000 to Project Fresh Start; (iv) If the entity has a contract with the County that results in actual payment of an amount over \$10,000,000, then the entity shall contribute \$25,000 to Project Fresh Start. An entity may request a waiver of the requirements of the resolution from the Board of County Commissioners if it can demonstrate that five percent (5%) of its work force consists of individuals who reside in Miami-Dade County and who have lost or who will lose cash assistance benefits (formerly Aid to Families with Dependent Children or "AFDC") as a result of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996. The contribution funds collected pursuant to this resolution shall be used to support Project Fresh Start, the County's welfare-to-work initiative.

Note: Project Fresh Start has been abated by the County for fiscal year 2000-2001 by action of the Miami-Dade Board of County Commissioners. The Board reserves the right to reinstate this Program in the future; if it does, the County will advise the selected Proposer of the impact, if any, such action may have on any contracts previously issued by the County.

**ARTICLE 38. SURVIVAL**

The parties acknowledge that any of the obligations in this Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Consultant and the County under this Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

**ARTICLE 39. BANKRUPTCY**

The County reserves the right to terminate this contract, if, during the term of any contract the Consultant has with the County, the Consultant becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Consultant under federal bankruptcy law or any state insolvency law.

**ARTICLE 40 OBLIGATIONS OF MIAMI-DADE COUNTY**

- a) The County acknowledges that successful critical infrastructure analyses engage the client organization as a partner and draw upon client knowledge of their own systems and procedures as inputs to the investigation. County executives and employees will contribute data on facility operations and other information, and their Expert Consultants will, on the County's behalf, provide technical expertise to the Summary Analysis. The County and the Consultant shall collaborate to select 7 to 10 critical infrastructure systems and/or system components that will be the focus of the Summary Analysis.
- b) The County shall furnish to the Consultant Expert capability (a) to identify and assess the threats of physical and cyber terrorism to the County's critical infrastructure and (b) to identify and model the security gaps and vulnerabilities in the County's critical infrastructure, as set forth in the Consultant's proposal. The Expert capability must include the technical skills necessary to assess the likelihood of critical infrastructure failure at the component level, to calculate the probability of failure at the system level, and to model the physical consequences of individual component and overall system failure. A senior physical security expert and a senior cyber security expert shall be furnished to the Consultant as members of the Core Team for the duration of the Project, and additional physical and cyber security experts shall be furnished, as necessary, to accomplish the Summary Analysis.
- c) The County shall assign a minimum of two employees to the Core Team, as set forth in the Consultant's proposal, one of whom shall be a physical systems liaison/expert and one of whom shall be a cyber systems liaison/expert. The employees shall (a) actively participate in and materially contribute to the

Summary Analysis, (b) coordinate County and other local resources for the Project, (c) take delivery and assume ownership of the mathematical model(s) and associated technical documentation that will be integral to the Summary Analysis, and (d) help to document and present the results of the Project to the County Manager.

- d) Generally, the County shall furnish descriptions of the physical and cyber systems that are selected for the Summary Analysis; information about how these systems are operated; insights into the organization's fundamental objectives; and, ultimately, installation and monitoring of risk mitigation strategies and tools that have been selected for implementation. Specifically, the County shall furnish:

- Written descriptions of the information systems and the physical assets that are critical to business operations, e.g., operations control centers, maintenance facilities, network operating systems, bastion hosts and firewalls, servers and client machines, security procedures and policies, physical entry control systems, and configuration management documents.

- Executive, business, operational, technical, security, legal, and other in-house information to assist the Consultant (a) to construct operational scenarios that would adversely impact business operations and cause loss of life, loss of customer satisfaction, loss of revenue, loss of intellectual property, or loss of investor confidence, (b) to estimate the economic and other consequences of a successful cyber or physical attack, (c) to construct, review, and concur with modeling representations of computer systems and networks and physical assets, (d) to conceive alternatives for risk reduction and mitigation, and (e) to develop the final report.

## APPENDIX A

### Scope of Services

The Consultant shall perform and present to the County a Summary Analysis that identifies critical infrastructure systems and system components that are most likely to adversely impact the security of Miami-Dade County critical infrastructure. The Summary Analysis shall address 7 to 10 key critical infrastructure systems and systems components that shall be selected jointly by the County and the Consultant. The Summary Analysis shall:

- Describe the major systems, determine how they interact, and identify which are essential to County operations;
- Identify representative attack scenarios, including who is likely to attack, what they want to accomplish, what systems or system components they will attack, and how knowledgeable they are about their targets;
- Estimate the frequency with which the most likely attack scenarios will occur and the probability that the attacks will be successful; and
- Describe the consequences of a successful attack scenario and estimate the range of economic consequences.

The Summary Analysis shall deliver useful insights about the current state of critical infrastructure security, identify candidate systems for more detailed analysis, and demonstrate the effectiveness of the analytical approach to the County decision makers.

The County shall furnish certain resources and services that are necessary for the Consultant to perform the Summary Analysis; they include, but are not limited to:

- Expert security consultants, who shall assess the threats of physical and cyber terrorism and identify the security gaps and vulnerabilities in the County's critical infrastructure; and
- County executives and employees and other consultants, who shall provide descriptions of critical infrastructure systems and system components; information about how these systems are operated; insights into the County's fundamental objectives; and, ultimately, installation and monitoring of risk mitigation strategies and tools that have been selected for implementation.

Should the County request such services through a Supplemental Agreement to this Contract, the Consultant shall perform Phase 2 as stated in Consultant's Proposal. In Phase 2 the Consultant shall model (a) the cyber security of the computers and networks that comprise the Public Safety Backbone of Miami-Dade County, and (b) the physical security of the Regional Data Processing Center and other key nodes associated with the Public Safety Backbone. The analysis shall be performed in two steps.

Step 1 (assess the risks) shall identify security gaps and vulnerabilities. It shall include assessments of the probabilities that the assets, which are critical infrastructure components, will be attacked successfully, and it shall identify those combinations of other components that are essential for the security of the assets and the critical infrastructure associated with them. Step 1 shall produce an estimate of the probability that the assets and their associated infrastructure will

## APPENDIX A

remain secure based on an analysis of systems, components, vulnerabilities, and interrelationships. The estimate shall be expressed as a range of uncertainty that varies with time.

Step 2 (analyze the options) shall describe the alternatives available for reducing and mitigating risks, and it shall measure the extent to which each alternative reduces the probability or consequences of asset failure. This step shall also show the cost effectiveness of undertaking the enhancements considering the scarce resources of security enhancements. It shall identify which combinations of security enhancements will produce the greatest reduction in risk, taking into account funding and other resource constraints, as well as the time required to implement alternative security enhancements.

Should the County request such services through a Supplemental Agreement to this Contract, the Consultant shall perform Phase 3 as stipulated in the Consultant's Proposal. In Phase 3 the Consultant shall prepare a report that shall build upon the results of Phases 1 and 2 to analyze fully the balance of the Miami-Dade critical infrastructure that is threatened by physical and cyber terrorism. Phase 3 shall also identify the tasks required to translate the analytical results into a high-level security architecture and shall recommend how to implement them. The plan shall address issues such as performance monitoring and testing, crisis management, disaster recovery, training, and risk financing. The plan shall be Miami-Dade County's blueprint for the protection and assurance of its critical infrastructure, and it will serve as the program/technical baseline against which future performance can be measured and, perhaps, upon which the transfer of financial risk can be underwritten.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first herein above set forth.

Consultant

Miami-Dade County

By: N. Clark Williams

By: [Signature]

Name: N. Clark Williams

Name: Steve Shiver

Title: President

Title: County Manager

Date: January 3, 2002

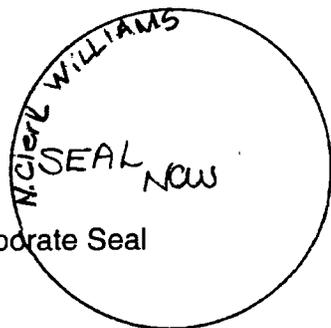
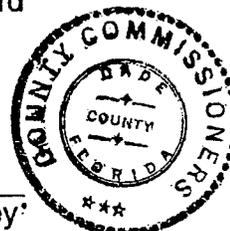
Date: January 8, 2002

Attest: \_\_\_\_\_  
Secretary

Attest: [Signature]  
Clerk of the Board

Approved as to form  
and legal sufficiency

[Signature]  
Assistant County Attorney



Corporate Seal

APPENDIX B

DISABILITY NONDISCRIMINATION AFFIDAVIT

CONTRACT REFERENCE: Miami-Dade County Contract No. 343

NAME OF FIRM, CORPORATION, OR ORGANIZATION: The Decision Works, Inc.

AUTHORIZED AGENT COMPLETING AFFIDAVIT: N. Clark Williams

POSITION: President PHONE NUMBER: (630) 365-0387

I, N. Clark Williams, being duly first sworn state:

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.

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

N. Clark Williams  
Signature  
January 3, 2002  
Date

SUBSCRIBED AND SWORN TO (or affirmed) before me on January 3, 2002 (Date)

by Mary L. Papa (Affiant) He/She is personally known to me or has

presented DRIVER LICENSE - ILLINOIS as identification. (Type of Identification)

Mary L. Papa  
(Signature of Notary)  
MARY L. PAPA  
(Print or Stamp Name of Notary)

(Serial Number)  
5-15-04  
(Expiration Date)

Notary Public \_\_\_\_\_

