

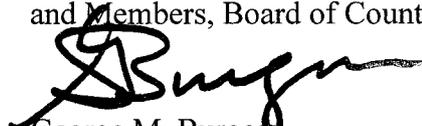


MEMORANDUM

Agenda Item No. 7(Q)(1)(A)

TO: Honorable Chairperson Barbara Carey-Shuler, Ed. D.
and Members, Board of County Commissioners

DATE: January 20, 2004

FROM: 
George M. Burgess
County Manager

SUBJECT: Resolution Authorizing the
Expenditure of Seaport
Department Revenues in
Support of OAS Hemispheric
Conference on Port Security

RECOMMENDATION

It is recommended that the Board approve the accompanying resolution authorizing the expenditure of \$65,000 from Seaport Department revenues in support of the Organization of the American States ("OAS") Hemispheric Conference on Port Security.

BACKGROUND

The Organization of the American States ("OAS") Hemispheric Conference on Port Security ("Conference") is scheduled to take place in Miami, Florida, February 25-27, 2004. The goal of the conference is to (i) promote the exchange of information on the status of port security in the Americas, (ii) identify strategies and mechanism for improving security in port facilities, and (iii) proceed with an inter-American port security plan that takes into account the needs of the ports of the Americas in complying with new international regulations and standards.

This conference will be organized by the Secretariat of the Inter-American Committee on Ports (IACP) of the OAS, its Technical Advisory Group on Port Security (of which the Port of Miami is a member) and the U.S. Maritime Administration ("MARAD"). The event will bring together representatives from national governmental port authorities of member countries, security officials, executives from private firms/organizations, and agencies dealing with port security, among others. The IACP is the only inter-American governmental forum that works on port development of member countries with the active participation of the private sector.

The Free Trade Area of the Americas ("FTAA") is one of the most important processes of regional integration that has developed in the last decade, and it will constitute the largest free trade zone in the world, extending from Canada to Chile and engulf all of the Caribbean. However, as a result of this integration, security of ports will become an increasingly necessary consideration. The ports of the hemisphere will need to comply with the new regulations and international security standards in order to obtain the maximum benefits from the extended market that the FTAA offers.

This conference will attempt to address the issues and ensure a synergistic approach for compliance by all ports. Additionally, it will provide the Port of Miami with the opportunity to showcase its leadership status in the maritime security field to representatives from other nations.

Honorable Chairperson Barbara Carey-Shuler, Ed. D.
and Members, Board of County Commissioners
Page 2

The Seaport funds will be transferred to either the OAS, MARAD or their event organizer pursuant to the standard County agreement currently utilized by the Seaport Department for other grant recipients. Through the budget approval process for fiscal year 2003, the Board approved a \$65,000 allocation in support of a similar event to be organized by the OAS. However, due to time constraints, the event was not held and the previously approved funds were not disbursed.


Assistant County Manager



MEMORANDUM

(Revised)

TO: Hon. Chairperson Barbara Carey-Shuler, Ed.D.
and Members, Board of County Commissioners

DATE: January 20, 2004

FROM: Robert A. Ginsburg
County Attorney

SUBJECT: Agenda Item No. 7(Q)(1)(A)

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
Veto _____
Override _____

Agenda Item No. 7(Q)(1)(A)
1-20-04

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXPENDITURE OF \$65,000 FROM SEAPORT DEPARTMENT REVENUES IN SUPPORT OF THE ORGANIZATION OF AMERICAN STATES (OAS) HEMISPHERIC CONFERENCE ON PORT SECURITY; AND AUTHORIZING COUNTY MANAGER TO EXECUTE AGREEMENT FOR SAME AND TO EXERCISE THE RIGHTS CONFERRED THEREIN

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 hereby authorizes the expenditure of \$65,000 from Seaport Department revenues in support of the Organization of American States (OAS) Hemispheric Conference on Port Security to be held in Miami, Florida, February 25-27, 2004; and authorizes the County Manager to execute agreement for same in substantially the form attached after review and approval by the County Attorney's Office; and to exercise all rights conferred therein

The foregoing resolution was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____, and upon being put to a vote, the vote was as follows:

Dr. Barbara Carey-Shuler, Chairperson
Katy Sorenson, Vice-Chairperson
Bruno A. Barreiro
Betty T. Ferguson
Joe A. Martinez
Dennis C. Moss
Natacha Seijas
Sen. Javier D. Souto
Jose "Pepe" Diaz
Sally A. Heyman
Jimmy L. Morales
Dorrin D. Rolle
Rebeca Sosa

The Chairperson thereupon declared the resolution duly passed and adopted this 20th day of January, 2004. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

HARVEY RUVIN, CLERK

Approved by County Attorney as
to form and legal sufficiency. SBB
Steven B. Bass

By: _____
Deputy Clerk

AGREEMENT

This Agreement, made this _____ day of _____ 200 by and between Miami-Dade County, a political subdivision of the State of Florida (hereinafter referred to as "County") through its _____ (hereinafter "Department"), located at _____ and _____ having offices at _____ (hereinafter referred to as "Provider") states conditions and covenants for the rendering of _____ services (hereinafter referred to as "Services") for the County.

WHEREAS, the Home Rule Charter authorizes Miami-Dade County to provide for the uniform health and welfare of the residents throughout the County and further provides that all functions not otherwise specifically assigned to others under the Charter shall be performed under the supervision of the County Manager; and

WHEREAS, the Provider provides or will develop services of value to the County and has demonstrated an ability to provide these services; and

WHEREAS, the County is desirous of assisting the Provider in providing those services and the Provider is desirous of providing such services; and

WHEREAS, the County has appropriated funds to the Provider for the proposed services;

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

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

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

The Provider may shift Funds between line items not to exceed fifteen percent (15%) of the total budget without a written amendment approved by the Department. Variances greater than fifteen percent (15%) in any line item and other adjustments including changes in staff positions and salaries shall require a written amendment approved by the Department.

In no event shall the budget include a line item for indirect costs in excess of fifteen percent (15%) of the total budget. If the budget includes a line item for indirect costs of less than fifteen percent (15%), then the Provider must support such expenditure with proper documentation.

The Provider may revise the budget no more than twice during the term of this Agreement upon written approval of the Department.

III. EFFECTIVE TERM. Both parties agree that the effective term of this Agreement shall

be from _____ to _____.

IV. AMOUNT PAYABLE. Subject to available funds, the maximum amount payable for services rendered under this Agreement, shall not exceed _____. Both parties agree that should available County funding be reduced, the amount payable under this Agreement may be proportionately reduced at the option of the County

V. INDEMNIFICATION BY PROVIDER.

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

VI. INSURANCE.

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

B. All Other Providers.

Modification and Changes. The Provider shall notify the County of any intended changes in insurance coverage, including but not limited to any renewals of existing insurance policies. Upon review of the Provider's Scope of Services (Attachment A) by the County's Risk Management Division, the County may increase, decrease, waive or modify any of the following insurance requirements. Any request by a Provider to decrease, waive or modify any of the following insurance requirements must be approved in writing by the County's Risk Management Division.

2. Minimum Insurance Requirements: Certificates of Insurance. The Provider shall furnish to the Department, Miami-Dade County, c/o

Certificate (s) of Insurance indicating that insurance coverage has been obtained which meets the requirements as outlined below:

- a. Worker's Compensation Insurance for all employees of the Provider as required by Florida Statute 440.
- b. 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.
- c. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. For Providers using vans or mini-vans with seating capacities of fifteen (15) passengers or more, the limit of liability required for Automobile Liability Insurance is \$500,000.
- d. Professional Liability Insurance, when applicable, in the name of the Provider in an amount not less than \$300,000.

3. Classifications and Ratings. The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the services or operations described in the Scope of Services (Attachment A). 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 by 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 shall indicate that no modification or change in insurance shall be made without thirty (30) days written advance notice to the certificate holder.

C. Failure to Provide Certificates of Insurance. If the Provider fails to furnish the County with the Certificate of Insurance or written verification required under this section or as determined by the County's Risk Management Division after review of the Scope of Services (Attachment A), the County shall not disburse any funds until it is provided with the necessary Certificates of Insurance or written verification. Failure to provide the Certificates of Insurance or written verification within sixty (60) days of execution of this Agreement may result in termination of this Agreement.

VII. PROOF OF LICENSURE AND CERTIFICATION. State of Florida or Miami-Dade County to be licensed or certified to provide the services or operate the facilities outlined in the Scope of Services (Attachment A), the Provider shall furnish a copy of all required current licenses or certificates. Examples of services or operations requiring such licensure or certification include but are not limited to childcare, day care, nursing homes, boarding homes.

If the Provider fails to furnish the County with the licenses or certificates required under this Section, the County shall not disburse any funds until it is provided with such licenses or certificates. Failure to provide the licenses or certificates within sixty (60) days of execution of this Agreement may result in termination of this Agreement.

VIII. CONFLICT OF INTEREST. The Provider agrees to abide by and be governed by Miami-Dade County Ordinance No.72-82 (Conflict of Interest Ordinance codified at Section 2-11.1 et al. of the Code of Miami-Dade County), as amended, which is incorporated herein by reference as if fully set forth herein, in connection with its contract obligations hereunder.

IX. CIVIL RIGHTS. The Provider agrees to abide by Chapter 11 A' Article IV of the Code of Miami-Dade County ("County Code"), as amended, which prohibits discrimination in employment; Title VII of the Civil Rights Act of 1968, as amended, which prohibits discrimination in employment and public accommodation; the Age Discrimination Act of 1975, 42 U.S.C., as amended, which prohibits discrimination in employment because of age; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which prohibits discrimination on the basis of disability; and the Americans with Disabilities Act, 42 U.S.C. § 12103 et seq., which prohibits discrimination in employment and accommodation because of disability.

It is expressly understood that upon receipt of evidence of discrimination under any of these laws, the County shall have the right to terminate this Agreement. It is further understood that the Provider must submit an affidavit attesting that it is not in violation of the Americans with Disability Act, the Rehabilitation Act, the Federal Transit Act, 49 U.S.C. § 1612, and the Fair Housing Act, 42 U.S.C. § 3601 et seq. If the Provider or any owner, subsidiary, or other firm affiliated with or related to the Provider, is found by the responsible enforcement agency, the Courts or the County to be in violation of these Acts, the County will conduct no further business with the Provider. Any contract entered into based upon a false affidavit shall be voidable by the County. If the Provider violates any of the Acts during the term of any contract the Provider has with the County, such contract shall be voidable by the County, even if the Provider was not in violation at the time it submitted its affidavit.

X. NOTICES. It is understood and agreed between the parties that written notice addressed to the Department and mailed or delivered to the address appearing on page one (1) of the Agreement and written notice addressed to the Provider and mailed or delivered to the address appearing on page one (1) of this Agreement shall constitute sufficient notice to either party.

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

XII. BREACH OF AGREEMENT: COUNTY REMEDIES.

A. Breach. A breach by the Provider shall have occurred under this Agreement if: (1) The Provider fails to provide the services outlined in the Scope of Services (Attachment A) within the effective term of this Agreement; (2) the Provider ineffectively or improperly uses the County Rinds allocated under this Agreement; (3) the Provider does not furnish the Certificates of Insurance required by this Agreement or as determined by the County's Risk Management Division; (4) the Provider does not furnish proof of licensure and certification required by this Agreement; (5) the Provider fails to submit, or submits incorrect or incomplete, proof of expenditures to support disbursement requests or advance funding disbursements or fails to submit or submits incomplete or incorrect detailed reports of expenditures or final expenditure reports; (6) the Provider does not submit or submits incomplete or incorrect required reports; (7) the Provider refuses to allow the County access to records or refuses to allow the County to monitor, evaluate and review the Provider's program; (8) the Provider discriminates under any of the laws outlined in Section VII of this Agreement; (9) the Provider falsifies or violates the provisions of the Drug Free Workplace Affidavit (Exhibit D); (10) the Provider, attempts to meet its obligations under this Agreement through fraud, misrepresentation or material misstatement, (II) the Provider fails to correct deficiencies found during a monitoring, evaluation or review within the specified time; (12) the Provider fails or refuses to return all items of capital improvement in the same condition as received at the beginning of the Agreement except ordinary wear and tear; or (13) the Provider fails to fulfill in a timely and proper manner any and all of its obligations, covenants, agreements and stipulations in this Agreement. Waiver of breach of any provisions of this contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

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

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

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

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

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

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

6. Any other remedy available at law or equity.

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

C. Damages Sustained. Notwithstanding the above, the Provider shall not be relieved of liability to the County' for damages sustained by the County by virtue of any breach of the Agreement, and the County may withhold any payments to the Provider until such time as the exact amount of damages due the County is determined. The County may also pursue any remedies available at law or equity to compensate for any damages sustained by the breach. The Provider shall be responsible for all direct and indirect costs associated with such action, including attorney's fees.

XIII. TERMINATION BY EITHER PARTY. Both parties agree that this Agreement may be terminated by either party hereto by written notice to the other party of such intent to terminate at least sixty (60) days prior to the effective date of such termination. The County Manager is authorized to terminate this Agreement on the behalf of the County.

XIV. PAYMENT PROCEDURES. The County agrees to pay the Provider for services rendered under this Agreement based on the payment schedule, the line item budget, or both, which are incorporated herein and attached hereto as Attachment B. Payment shall be made in accordance with procedures outlined below.

A. Cost Basis Agreement: Reimbursement and Advances. The parties agree that this is a cost-basis Agreement and that the Provider shall be paid through reimbursement payment or direct payment from the County for pre-determined allowable expenses based on the budget approved under this Agreement (See Attachment B). However, an advance up to the total amount payable under this Agreement may be paid to the Provider in one lump sum payment. An advance of up to twenty-five percent (25%) of the total amount payable under this Agreement may be paid to the Provider in one lump sum if approved in writing by the Department. An advance of more than twenty-five percent (25%) may be paid to the Provider in one lump sum if approved in writing by the County Manager. The Provider's request for payment in this manner must be submitted in writing on forms provided by the Department and must specify the reasons and justifications for such payment. It need not be accompanied by a detailed expenditure report. The County shall have the sole discretion in choosing whether or not to provide any advance payments and is not obligated to do so under any circumstances.

A Provider shall limit its request for an advance to once during the term of this Agreement. If a Provider needs an additional advance for good cause shown it shall request it in writing from the County Manager.

B. Prior Written Approval. The following activities require prior written approval of the Department to be eligible for reimbursement of payment: (a) initiation of new programs not covered by this agreement; (b) all subcontracts and agreements; (c) all budget adjustments between line items which exceed 15% of total allocation and all budget adjustments which involve staff positions and salaries; (d) the purchase of new and used capital equipment; (e) the acquisition of property, renovation or addition to property and construction; (f) the hiring of all new staff including professional, technical, and paraprofessional; and (g) out-of-town travel which must conform to County travel administrative orders.

C. No Payment of Subcontractors. In no event shall County funds be advanced directly to any subcontractor hereunder.

D. Requests for Payment. Payment Requests are to be presented to the Department by the Provider on forms provided by the Department (attached hereto as Attachment C) at monthly or quarterly intervals or as may be stipulated in Attachment B. Each payment request is to be accompanied by: (a) a detailed expenditure report; and (b) proof of expenditures. The detailed expenditure report shall be on the form provided by the Department and shall cover the period between submission of the last expenditure report through the date of the most current payment request. The Department shall accept originals of invoices, receipts and other evidence of indebtedness as proof of expenditure. When original documents cannot be produced, the Provider must adequately justify their absence in writing and furnish copies as proof of the expenditures.

E. Final Request for Payment. A final request for payment from the Provider will be accepted by the Department up to forty-five (45) days after the expiration of this Agreement. If the Provider fails to comply, all rights to payment shall be forfeited. The request for the final payment may include accruals of the personnel costs listed in Attachment B which the Provider is obligated to pay after the close of the period for services provided within the term of the Agreement.

F. Advance Lump Sum. If the Provider receives an advance lump sum payment of the total amount payable, the Provider shall submit proof of expenditure and a detailed expenditure report within ninety (90) days after receipt of the advance lump sum payment. If additional time is needed, the Provider shall submit a written request for an extension of time to the Department. Failure to provide proof of expenditure and a detailed expenditure report shall be considered a breach of this Agreement.

G. Processing the Request for Payment. After the Department reviews and approves the payment request, the Department will submit a check request to the County's Finance Department. The County's Finance Department will issue and mail the check directly to the Provider at the address listed on page one (I) of this Agreement, unless otherwise directed by the Provider in writing. The parties agree that the processing of a payment request from date of submission shall take a minimum of thirty (30) days. It is the responsibility of the Provider to maintain sufficient financial resources to meet the expenses incurred during the period between the provision of services and payment by the County.

H. Final Report I Recapture of Funds. Upon the expiration or termination of this Agreement, the Provider shall submit a final report to the Department no more than thirty (30) days after the expiration or termination of this Agreement.

If after receipt of such final report, the Department determines that the Provider has been paid funds not in accordance with the Agreement. and to which it is not entitled, the Provider shall return such funds to the County or submit appropriate documentation. The County shall have the sole discretion in determining if the Provider is entitled to such funds and the County's decision on this matter shall be binding. Additionally, any unexpended or unallocated funds shall be recaptured by the County.

XV. PROHIBITED USE OF FUNDS.

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

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

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

XVI. INVENTORY - CAPITAL EQUIPMENT AND REAL PROPERTY. All capital items acquired for the project by the Provider with Rinds allocated in this agreement shall be considered County fixed assets and shall be inventoried as County property. A capital item shall be an item that: (1) has a service life in excess of one year; (2) is either complete within itself or is a major component of another item of property; (3) by definition cannot be described either as supplies or materials; (4) will not be consumed or lose its identity; and (5) has a unit cost of \$500.00 or more.

At the termination of this Agreement, unless otherwise provided for, the Provider agrees to return all items of capital equipment to Miami-Dade County in the same condition as it was received at the beginning of the Agreement, ordinary wear and tear excepted. The Provider shall be responsible to the County for any damage or destruction to said property and shall reimburse the County for such damage. The County may in its discretion allow the Provider to retain possession of capital equipment after expiration of this Agreement as long as the Provider continues to provide the service described in the Scope of Services (Attachment A) or another service that the County determines to be of value. If the Provider disbands, becomes defunct or in any way ceases to exist or if the Provider ceases to provide the service described in the Scope of Services or another service of value, the County shall reclaim the items of capital equipment.

The Provider shall establish and maintain a property control system, and shall be responsible for maintaining a current inventory on all capital items purchased with County Funds on forms provided by the Department or on forms mutually agreed upon by the Department and the Provider. This will include listing on a property record by description, model, serial number, date of acquisition and cost. Such property shall be inventoried annually and an inventory report shall be submitted to the Department. Records for capital items shall be retained for three (3) years after its disposition.

XVII. RECORDS, REPORTS, AUDITS, MONITORING AND REVIEW.

A. Accounting Records. The Provider shall keep accounting records which conform with generally accepted accounting principles. All such records will be retained by the Provider for not less than three (3) years beyond the term of this Agreement.

B. Financial Audit. If the Provider has an annual certified public accountant's opinion and related financial statements, the Provider agrees to provide these documents to the Department no later than ninety (90) calendar days following the end of the Provider's fiscal year, for each year during which this Agreement remains in force or until all funds earned from this Agreement have been so audited, whichever is later.

C. Access to Records: Audit. The Provider understands that it may be subject to an audit. The Provider shall provide access to all of its records which relate to this Agreement at its place of business during regular business hours. The Provider agrees to provide such assistance as may be necessary to facilitate their review or audit by the County to insure compliance with applicable accounting and financial standards.

D. Progress Reports. The Provider shall furnish the Department with written quarterly progress reports on the achievement of its goals as outlined in its Scope of Services (Attachment A). The reports shall explain the Provider's progress including comparisons of actual versus planned progress for that quarterly period. The data should be quantified when appropriate. Said reports are due by the 25th day of the month following the end of each quarter. A final report shall be due thirty (30) days after the termination of this Agreement.

E. Monitoring: Management Evaluation and Performance Review. This Section shall pertain only to Providers whose funding allocation under this Agreement is \$10,000 or more or whose funding allocation becomes \$10,000 or more during the term of this Agreement.

The Provider agrees to permit County personnel to monitor, review and evaluate the program which is the subject of this Agreement. The Department shall monitor both fiscal and programmatic compliance with all the terms and conditions of the Agreement. The Provider shall permit the Department to conduct site visits, client assessment surveys, and other techniques deemed reasonably necessary to fulfill the monitoring function. A report of the Department's findings will be delivered to the Provider and the Provider will rectify all deficiencies cited within the period of time specified in the report. If such deficiencies are not corrected within the specified time, the County may suspend payments or terminate this Agreement. The Department shall conduct one or more formal management evaluation and performance reviews of the Provider. Continuation of this Agreement or future funding is dependent upon satisfactory evaluation conclusions.

XVIII. MISCELLANEOUS.

A. Publicity. It is understood and agreed between the parties hereto that this Provider is funded by Miami-Dade County. Further, by the acceptance of these funds, the Provider agrees that events funded by this Agreement shall recognize the County as a funding source. The Provider shall ensure that all publicity, public relations, advertisements and signs recognizes the County for the support of all contracted activities. This is to include, but is not limited to, all posted signs, pamphlet5, wall plaques, cornerstones, dedications, notices, flyers, brochures, news releases, media packages, promotions, and stationary. All signs to be posted that relate to the County activities must have prior approval and must meet the standard specifications as established by the County. The use of the official County logo is permissible. The Provider shall ensure that all media representatives, when inquiring about the activities funded by this contract, are informed that the County is its funding source.

B. Sub-Contracts. The parties agree that no assignment or sub-contract will be made or let in connection with this Agreement without the prior written approval of the Department, which shall not be unreasonably withheld, and that all sub-contractors or assignees shall be governed by the terms and conditions of this Agreement.

C. Agreement Guidelines. The Provider agrees to comply with all applicable federal, state and county laws, rules and regulations, which are incorporated herein by reference or fully set forth herein. This Agreement shall be interpreted according to the laws of the State of Florida and proper venue for this Agreement shall be Miami-Dade County, Florida.

D. Modifications. Any alterations, variations, modifications, extensions or waivers of provisions of this Agreement including but not limited to amount payable and effective term shall only be valid when they have been reduced to writing, duly approved and signed by both parties and attached to the original of this Agreement.

The County and Provider mutually agree that modification of the Scope of Service, line item budget of more than fifteen percent (15%) of the total budget, schedule of payments, billing and cash payment procedures, set forth herein and other such revisions may be negotiated as a written amendment to this Agreement between the parties. The Provider shall limit its revision of the budget to no more than twice during the term of this Agreement.

The County Manager is authorized to make modifications to this Agreement as described herein on behalf of the County.

E. Totality of Agreement / Severability of Provisions. This _____ page Agreement with its attachments as referenced below contain all the terms and conditions agreed upon by the parties:

Attachment A:	Agreement Program Narrative (Scope of Services)
Attachment B:	Agreement Budget
Attachment C:	Payment Request
Attachment D:	Miami-Dade County Affidavits

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

XIX. CRIMINAL CONVICTION:

A. Pursuant to Miami-Dade County Ordinance No. 94-34, "Any individual who has been convicted of a felony during the past ten years and any corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten years shall disclose this information prior to entering into a contract with or receiving funding from the County." Accordingly, Criminal Record Affidavit forms are available upon request at Department of Procurement Management/VIC at (305) 375-5773 for those individuals or firms requesting to disclose this information only.

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

(SEAL)

ATTEST:

_____ AGENCY NAME

By: _____
(Signature of Secretary/Treasurer)

By: _____
(Signature of President/Vice-President)

_____ Type or Print Name

_____ Type or Print Name

Witnesses:

By: _____
(Signature)

By: _____
(Signature)

_____ Type or Print Name

_____ Type or Print Name

ATTEST:

MIAMI-DADE COUNTY,

HARVEY RUVIN, CLERK

By: _____
DEPUTY CLERK

By: _____
George Burgess
COUNTY MANAGER