OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(I)(1)(A)
05-08-07

RESOLUTION NO. R-556-07

RESOLUTION APPROVING THE AGREEMENT BETWEEN THE FLORIDA SHERIFFS ASSOCIATION AND MIAMI-DADE COUNTY FOR PARTICIPATION IN THE FEDERAL PROCUREMENT PROGRAM KNOWN AS THE "1122 PROGRAM;" AUTHORIZING THE COUNTY MAYOR OR HIS DESIGNEE TO EXECUTE THE SAME FOR AND ON BEHALF OF MIAMI-DADE COUNTY; AND AUTHORIZING THE COUNTY MANAGER TO EXERCISE ANY AND ALL 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 approves the Agreement between the Florida Sheriffs Association Florida Counter-Drug Procurement Program (FLCDPP) and Miami-Dade County for participation in the federal procurement program known as the "1122 Program;" authorizes the County Mayor or his designee to execute the same for and on behalf of Miami-Dade County in substantially the form attached hereto; and authorizes the County Manager to exercise any and all rights conferred therein.

The foregoing resolution was offered by Commissioner Joe A. Martinez, who moved its adoption. The motion was seconded by Commissioner Dennis C. Moss and upon being put to a vote, the vote was as follows:

Bruno A. Barreiro, Chairman	aye		
Barbara J. Jordan, Vice-Chairwoman	aye		
Jose "Pepe" Diaz	absent	Audrey M. Edmonson	aye
Carlos A. Gimenez	aye	Sally A. Heyman	aye
Joe A. Martinez	aye	Dennis C. Moss	aye
Dorrin D. Rolle	aye	Natacha Seijas	aye
Katy Sorenson	aye	Rebeca Sosa	aye
Sen. Javier D. Souto	absent		

The Chairperson thereupon declared the resolution duly passed and adopted this 8th day of May, 2007. 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

COUNTY COMMISSIONERS DADE COUNTY FLORIDA

By KAY SULLIVAN
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency. OR

Oren Rosenthal

Memorandum

MIAMI-DADE COUNTY

DATE:	May 8, 2007
TO:	Honorable Chairman Bruno A. Barreiro and Members, Board of County Commissioners
FROM:	George M. Burgess County Manager
SUBJECT:	Resolution Approving Memorandum of Agreement, Florida Sheriffs Association Florida Counter-Drug Procurement Program

Agenda Item No. 8(I)(1)(A)

Recommendation

It is recommended that the Board approve the attached resolution authorizing execution of an Agreement between Miami-Dade County and the Florida Sheriffs Association Florida Counter-Drug Procurement Program for the purpose of permitting the County to utilize a federal procurement program for the purchase of law enforcement equipment. The Agreement also includes an assessment of 2.5 % administrative fee to be assessed on purchases through this Agreement. The Agreement is effective upon signature by both parties. This will allow the County access to competitively established federal contracts for drug related police equipment at discounted pricing. These discounts exceed the 2.5% fee charged to access the contracts.

Scope

The Agreement will provide countywide services.

Fiscal Impact/Funding Source

The Agreement includes a requirement that a 2.5% assessment be paid by the County on each purchase. This fee will be paid by General Fund dollars. The fee will be covered by the savings resulting from the discounted pricing.

Track Record/Monitor

The agreement will be between the Florida Sheriffs Association Florida Counter-Drug Procurement Program and Miami-Dade County and will be assigned to the Miami-Dade Police Department.

BACKGROUND

The Florida Sheriffs Association has been designated by the Governor of the State of Florida as the State Coordinator for the "State and Local Law Enforcement Equipment Procurement Program" established and maintained pursuant to National Defense Authorization Act Section 1122 (Title 10 USC 381) hereafter known as the "1122 Program." As a result of this designation, the Florida Counter-Drug Procurement Program (FLCDPP) Office was established as a public-private partnership and designated as the "State Point of Contact" for administration of this program. The program permits state and local law enforcement agencies to purchase, through federal procurement, law enforcement equipment suitable for use in the performance of counter-drug activities. The County will be able to procure needed equipment at significantly reduced pricing through the purchasing power of the federal government via the 1122 Program, even when the administrative fee is considered.

Previously, this Agreement has been between Miami-Dade County and Orange County. As the Governor has designated the Florida Sheriffs Association as the State Coordinator, a new agreement must be authorized for the County. Also, the new agreement from the Florida Sheriffs Association includes an administrative fee of two and one half (2.5) percent. Use of this Agreement will comply with County requirements for competition outlined in Administrative Order 3-38, Master Procurement Administrative Order.

Assistant County Manager

MEMORANDUM
(Revised)

TO: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

DATE: May 8, 2007

FROM: Murray A. Greenberg
County Attorney

SUBJECT: Agenda Item No. 8(I)(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**

V

MEMORANDUM OF AGREEMENT

This agreement is made and entered into this _____ day of _____, 2007, between the _____, hereinafter sometimes referred to as "Agency", a municipal corporation, law enforcement agency, or political subdivision of the State of Florida, and the State of Florida Counter-Drug Procurement Program, (FLCDPP) office.

WHEREAS, voluntary purchasing agreements between and among public agencies in the State of Florida have been shown to improve competition, quality, services, provide lower prices for materials and services, and avoid duplication of efforts; and

WHEREAS, Gary E. Perkins, Executive Director of the Florida Sheriffs Association has been designated by the Governor of the State of Florida as the State Coordinator for the "*State and Local Law Enforcement Equipment Procurement Program*" established and maintained pursuant to National Defense Authorization Act Section 1122 (Title 10 USC 381) hereafter known as the '1122 Program'. Subsequently the Florida Counter-Drug Procurement Program (FLCDPP) Office was established as a public-private partnership and designated "State Point of Contact" for the Program administration. Which Program permits state and local law enforcement agencies to purchase through federal procurement channels law enforcement equipment suitable for use in the performance of counter-drug activities; and

WHEREAS, the 1122 Program will permit local law enforcement agencies to take advantage of the purchasing power of the federal government to receive discounts commensurate with large volume purchases; and

WHEREAS, this Cooperative Purchase Agreement is necessary in order that the Agency may order qualifying law enforcement equipment under the 1122 Program through the Florida Counter-Drug Procurement Program acting as the SPOC.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and for the mutual benefits to result therefrom, the parties agree as follows:

1. The purpose of the Agreement is a cooperative agreement between the Agency and FLCDPP for the procurement of qualifying law enforcement equipment under the United States 1122 Program by the Agency through the Florida Counter-Drug Procurement Program, as the SPOC for the 1122 Program.

2. The Agency shall submit all procurement requests under the 1122 Program to the FLCDPP office along will all documentation required by the Federal Government validating the counter-drug mission for each procurement request.

3. The FLCDPP office shall submit, in the name of the Agency, all procurement requests by the Agency under the 1122 Program.

4. The Agency shall be responsible for the payment of all costs and expenses associated with procurement requests under the 1122 Program submitted to the FLCDPP office by the Agency. The Agency will submit a purchase order for the exact dollar amount of the product or service at the time of ordering. All orders shall be paid in full within 30 days of receipt to FLCDPP for equipment, materials and services received in accordance with the terms and conditions of the procurement.

5. Receipt, inspection and acceptance of all equipment, materials and services ordered under this Agreement shall be the exclusive obligation of the Agency.

6. The exercise of any rights or remedies by the Agency shall be the exclusive obligation of the Agency.

7. In this Agreement, failure of an entity to secure performance under its purchase order, does not necessarily require another entity to exercise its own rights or remedies.

8. The procurement of equipment through the 1122 Program shall be subject to, and in accordance with, the terms and conditions entered into by the applicable federal agency with the vendor, except for modifications of those terms and conditions otherwise allowed by law.

9. The selection of equipment to be ordered through the 1122 Program will be at the option of the Agency, except that all such equipment shall be procured and used for counter-drug related activities.

10. The FLCDPP shall not be liable in any fashion for any violation by the Agency of the terms, guidelines, regulations and statutes applicable to the 1122 Program. FLCDPP and the Agency agree to assume responsibility for the acts, omissions, or conduct of each party's own employees in connection with any procurement under the 1122 Program. The Agency and FLCDPP do not thereby waive any protections, available defenses or limitations of actions, to which they may be entitled in accordance with section 768.28 Florida Statutes, and Florida law. Any limitation on a party's liability shall be in accordance with section 768.28, Florida Statutes, or any other applicable provision of Florida law.

11. Either party may terminate, without notice, this Agreement of the other party fails to comply with the terms of this Agreement. Otherwise, either party may terminate this Agreement at any time, with or without cause, upon not less that thirty (30) days notice to the other party.

12. The parties are authorized to enter into this Agreement pursuant to Chapter 217, Florida Statutes.

13. A two and one half (2.5) percent administrative fee will be assessed on all purchases through the FLCDPP office, and will be included on the invoice for materials purchased.

14. This Agreement shall take place effect upon signing by both parties.

15. Notices required under this Agreement shall be sent to the following:

For:

_____
_____
_____
_____
_____

For FLCDPP:

Peggy Goff
Florida 1122 Program Manager
State Point of Contact (SPOC)
Florida Counter-Drug Procurement Program
P. O. Box 12519
Tallahassee, FL 32317-2519

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective the date first written above.

FLCDPP:

_____
Peggy Goff
Florida Counter-Drug Procurement Program
Florida State 1122 Program Manager

Attested:

_____
Patricia L. Brigance
Florida Counter-Drug Procurement Program
Florida State 1122 Program Coordinator

For _____:

_____

Print Name:_____

Title:_____

Attested:

_____