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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Memorandum

MIAMI-DADE COUNTY

Date: September 16, 2014

Agenda Item No. 8(G)(1)

To: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

Subject: Interlocal Agreement in the Amount of $3,170,463 with the Miami-Dade County School Board for the Provision of Drivers' Education

Resolution No. R-808-14

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the attached Interlocal Agreement between the County and the Miami-Dade County School Board (School Board) for the provision of Drivers' Education by the School Board in the amount of $3,170,463. This amount will be paid from the Driver's Education Safety Trust Fund (Trust Fund) available for the period of October 1, 2012 to September 30, 2013, and provides for payment in arrears for services rendered during that period.

Scope

The impact of this item is countywide in nature as Driver's Education programs are provided in public schools throughout the County.

Fiscal Impact/Funding Source

There is no fiscal impact to the County with the approval of this item.

Pursuant to the Dori Slosberg Driver Education Safety Act, 318.1215, Florida Statutes, effective October 1, 2002, the Board approved Ordinance No. 02-167 on September 24, 2002, creating the Driver's Education Safety Trust Fund. The Ordinance also required the Clerk of the Court to collect an additional $3.00 with each civil traffic penalty to be used to fund traffic education programs, and directed the Administration to develop selection procedures for adoption by the Board for the award of grants to Driver Education Programs.

The significant increase in the amount requested from the previous year (which was $2,519,619.35) is due to the School Board's decision to again provide Driver's Education programs in high schools as opposed to just their adult education facilities. Funding covers all costs associated with providing classroom and behind the wheel instruction to students at thirty-seven public high schools throughout the County.

Track Record/Monitor

Pursuant to resolutions R-618-03 and R-864-04, the Board approved selection procedures, including criteria, for the distribution of grants from the Trust Fund. To date, the School Board has been the only recipient of funding from the Trust Fund since FY 2003-2004. The Office of Management and Budget, Grants Coordination Division will be responsible for monitoring this Interlocal Agreement.

Background

The selection procedures for the Trust Fund require the County to advertise the availability of Driver's Education Safety Trust Fund grants and request letters of interest from qualified organizations. The adopted criteria require the following:

- grant funds support driver's education programs offered by a public school system or nonprofit private school;

- private driving schools established principally for the purpose of driver education are not eligible; curriculum must include behind the wheel experience;
- driver's education must be offered to private as well as public school students;
- grantee must agree to provide appropriate accountability and reporting procedures; and
- funds may not be used for administrative/overhead expenses.

The adopted procedures further require that if only one letter of interest from a qualified organization is received, then the County Mayor or the County Mayor's designee will negotiate an agreement and submit it to the Board for approval. For this cycle, the School Board was the only eligible organization to submit a letter of interest.

Attachments

Edward Marquez
Deputy Mayor

Mayor 7914

MEMORANDUM

(Revised)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: September 16, 2014

FROM: R. A. Cuevas, Jr.
County Attorney

SUBJECT: Agenda Item No. 8(G)(1)

Please note any items checked.

_____	**"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**
_____	**Ordinance creating a new board requires detailed County Mayor's report for public hearing**
✓	**No committee review**
_____	**Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous _____) to approve**
_____	**Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(G)(1)
9-16-14

RESOLUTION NO. R-808-14

RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT WITH THE MIAMI-DADE COUNTY SCHOOL BOARD FOR THE PROVISION OF DRIVER'S EDUCATION FOR $3,170,463.00; AND AUTHORIZING THE COUNTY MAYOR OR THE MAYOR'S DESIGNEE TO EXERCISE ANY AND ALL OTHER 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 approves the interlocal agreement for Driver's Education, attached to this resolution as Exhibit A, for $3,170,463.00, from the Driver's Education Safety Trust Fund, between the Miami-Dade County School Board and Miami-Dade County; authorizes the County Mayor or the Mayor's designee to execute the same for and on behalf of Miami-Dade County and to execute amendments following review and approval for legal sufficiency by the County Attorney's Office; and authorizes the County Mayor or the Mayor's designee to exercise any and all other rights conferred therein.

The foregoing resolution was offered by Commissioner **José "Pepe" Diaz**, who moved its adoption. The motion was seconded by Commissioner **Sally A. Heyman** and upon being put to a vote, the vote was as follows:

Rebeca Sosa, Chairwoman			**aye**
Lynda Bell, Vice Chair			**absent**
Bruno A. Barreiro	**absent**	Esteban L. Bovo, Jr.	**aye**
Jose "Pepe" Diaz	**aye**	Audrey M. Edmonson	**aye**
Sally A. Heyman	**aye**	Barbara J. Jordan	**aye**
Jean Monestime	**aye**	Dennis C. Moss	**aye**
Sen. Javier D. Souto	**aye**	Xavier L. Suarez	**absent**
Juan C. Zapata	**absent**		

The Chairperson thereupon declared the resolution duly passed and adopted this 16th day of September, 2014. 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

By: Christopher Agrippa
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Estephanie S. Resnik

AGREEMENT

This Agreement made and entered into as of this _____ day of, 2014, by and between Miami-Dade County, a political subdivision of the State of Florida (hereinafter referred to as "County"), having its principal office at 111 N.W. 1st Street, 19th Floor, Miami, Florida 33128 and the School Board of Miami-Dade County, Florida, hereinafter referred to as the "School Board", having its principal office at 1450 NE 2nd Avenue, Miami, Florida 33132, states conditions and covenants for the rendering of Driver's Education services (hereinafter referred to as "Services") for the County.

WHEREAS, Section 318.1215, Florida Statutes, effective at the time Ordinance No. 02-167 was adopted, known as the "Dori Slosberg Driver Education Safety Act" authorized the County to enact an ordinance requiring the clerk of the court to collect an additional $3.00 with each civil traffic penalty to be used to fund traffic education programs in public and non-public schools; (the "Funds"); and

WHEREAS, pursuant to Ordinance No. 02-167, the Board of County Commissioners (the "Board") established the Driver's Education Safety Trust Fund and directed the County Manager to develop selection procedures for adoption by the Board for the award of grants to Driver Education Programs; and

WHEREAS, pursuant to Resolution R-618-03 and R-864-04, the Board approved selection procedures for the distribution of funds to driver education programs from the Driver's Education Safety Trust Fund; and

WHEREAS, the County has allocated funds from the Driver's Education Safety Trust Fund to the School Board for the provision of Driver's Education,

NOW, THEREFORE, in consideration of the mutual covenants recorded herein, 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 "Agreement" "Contract" or "Contract Documents" shall mean collectively these terms and conditions, the Scope of Services (Attachment A) and the Budget Documents (Attachment B) and all other attachments hereto, as well as all amendments or budget revisions issued hereto.

b) The words "Contract Manager" shall mean Miami-Dade County's Director of the Office of Management and Budget ("OMB") or the Director's designee, or the duly authorized representative designated to manage the Contract.

c) The word "Days" shall mean Calendar Days, unless otherwise specifically noted.

d) The word "Deliverables" shall mean all documentation and any items of any nature submitted by the Provider to the County's Contract Manager for review and approval pursuant to the terms of this Agreement.

e) 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 Contract 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 sole discretion of the County's Contract Manager.

f) The words "Effective Term" shall mean the date on which this Agreement is effective, including start date and end date.

g) The words "Extra Work" or "Change Order" or "Additional Work" shall mean resulting in additions or deletions or modifications to the amount, type or value of the Work and Services as required in this Agreement, as directed and/or approved by the County.

h) "HIPAA" means Health Insurance Portability and Accountability Act of 1996.

i) The words "Scope of Services" shall mean the document appended hereto as Attachment A, which details the work to be performed by the Provider.

j) The word "subcontractor" or "subconsultant" shall mean any person, entity, firm or corporation, other than the employees of the Provider, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Provider and whether or not in privity of Agreement with the Provider.

k) The words "Work", "Services" "Program", or "Project" shall mean all matters and things required to be done by the Provider in accordance with the provisions of this Agreement.

ARTICLE 2. USE OF FUNDS AND AMOUNT PAYABLE. The School Board represents that it has provided driver's education services in accordance with the Dori Slosberg Driver Education Safety Act (the "Act"), Section 318.1215, Florida Statutes, Ordinance No. 02-167, Resolution R-618-03, Resolution R-864-04, Resolution R-906-12, Resolution R-741-13, and Resolution R-_____, which are incorporated herein by reference.

Driver's Education provided under this Agreement must include behind the wheel experience; "Driver education services" shall include, but not be limited to, the items listed in Attachment A, attached hereto and incorporated herein by this reference as if fully set forth herein, as amended from time to time by written modification of this Agreement. A modification to this Agreement shall only be effective after the modification is approved in writing by the County.

Funding under this Agreement shall be used to pay the Provider for Driver's Education Services rendered and support approved expenditures for the period October 1, 2012 to September 30, 2013. Availability of funding shall be determined in the sole discretion of the County.

Subject to available funds, the maximum provisional amount payable for services rendered under this contract shall not exceed:

Driver's Education: $3,170,463

Both parties agree that should, in the County's sole discretion, available County funding be reduced, the amount payable under this Contract may be proportionately reduced at the sole discretion and option of the County.

All services undertaken by the Provider before the County's execution of this Contract shall be at the Provider's risk and expense.

Both parties agree that this is a twelve month contract from the date of contract execution. Both parties expressly acknowledge funding under this contract is at the County's sole discretion.

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.

ARTICLE 3. SCOPE OF SERVICES

The Provider shall render services in accordance with the Scope of Services incorporated herein and attached hereto as Attachment A and Attachment B, Driver Education Classroom Curriculum..

The Provider shall implement the Scope of Services as described in Attachment A and B in a manner deemed satisfactory to the County. Any modification or amendment to the Scope of Services and Curriculum shall not be effective until approved by the County and Provider in writing.

ARTICLE 4. 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 C.

The Provider may shift funds between existing line items: 1) without a budget revision, if the change to the line item does not exceed fifteen percent (15%); or 2) with a budget revision requested by the Provider's President, Vice President, Executive Director, or other designated representative as stated on the Authorized Signature Form attached hereto, and approved by the OMB, if the changes to a line item exceed fifteen percent (15%). A budget revision is also required in order to add new line items.

PROHIBITED USE OF FUNDS. Funding under this Agreement must not be used for administrative or overhead expenses.

The Provider may request a budget revision to amend the budget no more than twice during the term of this Agreement. A request for a budget revision must be submitted to OMB no later than thirty (30) days prior to the expiration of this Agreement.

ARTICLE 5. EFFECTIVE TERM

Both parties agree that the effective term of this Agreement shall commence on the date that this contract is fully executed and approved by the Board of County Commissioners and will terminate exactly twelve months later.

ARTICLE 6. INDEMNIFICATION BY PROVIDER

A. **Government Entity.** Government entity shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, 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 government entity or its employees, agents, servants, partners, principals or subcontractors. Government entity shall pay all claims and losses in connection therewith and shall investigate, 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 which may issue thereon. Provided, however, this indemnification shall only be to the extent and within the limitations of Section 768.28, Fla. Stat., subject to the provisions of that Statute, as may be amended, whereby the government entity shall not be held liable to pay a personal injury or property damage claim or judgment by a party which exceeds the statutory cap for personal injury or property damage claims, liabilities, losses or causes of action which may arise as a result of the negligence of the government entity: Provider expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Provider or self-insurance 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.

B. **All Other Providers.** 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 Agreement 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 Agreement 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.

C. **Term of Indemnification.** The provisions of Article 6 shall survive the expiration or termination of this Contract.

ARTICLE 7. INSURANCE

If the total dollar value of all County contracts with the Provider exceeds $25,000 then the following insurance coverage is required:

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. The provider shall also furnish the County, upon request, written verification of Workers Compensation protection in accordance with Florida Statutes, Chapter 440.

B. **All Other Providers.**

1. Minimum Insurance Requirements: Certificates of Insurance. The Provider shall submit to Miami-Dade County, c/o Office of Management and Budget (OMB), 111 N.W. 1st Street, 19th Floor, Miami, Florida 33128-1994, original Certificate(s) of Insurance indicating that insurance coverage has been obtained which meets the requirements as outlined below:

A. All insurance certificates must list the COUNTY as "Certificate Holder" in the following manner:

Miami-Dade County
111 N.W. 1st Street, Suite 2340
Miami, Florida 33128

B. Worker's Compensation Insurance for all employees of the SERVICE PROVIDER as required by Florida Statutes, Chapter 440.

C. Commercial General Liability Insurance 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.**

D. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Work provided under this Agreement, in an amount not less than $300,000* combined single limit per occurrence for bodily injury and property damage.

*NOTE: For SERVICE PROVIDERS supplying vans or mini-buses with seating capacities of fifteen (15) passengers or more, the limit of liability required for Auto Liability is $500,000.

E. Professional Liability Insurance in the name of the SERVICE PROVIDER, when applicable, in an amount not less than $250,000.

F. 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:

1. 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's Risk Management Division.

OR

2. 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 Financial Services.

G. Compliance with the foregoing requirements shall not relieve the SERVICE PROVIDER of its liability and obligations under this Section or under any other section of this Agreement.

H. The COUNTY reserves the right to inspect the SERVICE PROVIDER'S original insurance policies at any time during the term of this Agreement.

I. Applicability of this section of the Agreement affects SERVICE PROVIDERS whose combined total award for all services funded under this Agreement exceed a $25,000 threshold. If the SERVICE PROVIDER's original total combined award is less than $25,000, but the SERVICE PROVIDER receives additional funding during the contract period which makes the total combined award exceed $25,000, then the requirements in this section shall apply.

J. **Failure to Provide Certificates of Insurance.** The Contractor shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the effective term of this Agreement (October 1, 2013 through September 30, 2014). If insurance certificates are scheduled to expire during the effective term, the Provider shall be responsible for submitting new or renewed insurance certificates to the County prior to expiration.

In the event that expired certificates are not replaced with new or renewed certificates which cover the effective term, the County may suspend the Agreement 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 Agreement.

ARTICLE 8. PROOF OF LICENSURE AND BACKGROUND SCREENING

A. Licensure. If the Provider is required by the State of Florida or Miami-Dade County or any law or regulation 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 to the County 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, and 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 at the County's discretion.

B. Background Screening. The Provider agrees to comply with all applicable laws, regulations, ordinances, and resolutions regarding background screening of employees, subcontracted personnel, and volunteers. Provider's failure to comply with any applicable laws, regulations, ordinances, and resolutions regarding background screening of employees, subcontracted personnel, and volunteers is grounds for a material breach and termination of this contract at the sole discretion of the County.

The Provider agrees to comply with all applicable laws (including but not limited to Chapters 39, 402, 409, 394, 408, 393, 397, 984, 985, and 435, Florida Statutes, as may be amended from time to time), regulations, ordinances, and resolutions regarding background screening for those who may work with vulnerable persons, as defined by section 435.02, Florida Statutes, as may be amended from time to time.

In the event criminal background screening is required by law, the State of Florida and/or the County, the Provider will permit only employees, subcontractors, and volunteers with a satisfactory national criminal background check through an appropriate screening agency (i.e., the Florida Department of Juvenile Justice, Florida Department of Law Enforcement, or Federal Bureau of Investigation) to work in direct contact with vulnerable persons.

The Provider agrees to ensure that employees, subcontracted personnel, and volunteers who work with vulnerable persons satisfactorily complete and pass Level 2 background screening before working with vulnerable persons. Provider shall furnish the County with proof that employees, subcontracted personnel, and volunteers who work with vulnerable persons, satisfactorily passed Level 2 background screening, pursuant to Chapter 435, Florida Statutes, as may be amended from time to time.

The Provider agrees to update the background checks of its staff, subcontractors, and volunteers at least once every five (5) years, or sooner if required by law.

If the Provider fails to furnish to the County proof that an employee, subcontractor, or volunteer's Level 2 background screening was satisfactorily passed and completed prior to that employee, subcontractor, or volunteer working with a vulnerable person or vulnerable persons, the County shall not disburse any further funds and this Contract may be subject to termination at the sole discretion of the County.

ARTICLE 9. CONFLICT OF INTEREST

A. 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.

B. No person under the employ of the COUNTY, who exercises any function or responsibilities in connection with this Agreement, has at the time this Agreement is entered into, or shall have

during the term of this Agreement, any personal financial interest, direct or indirect, in this Agreement.

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

D. In accordance with County Ordinance No. 08-113, and the Code of Miami-Dade County Section 2-8.1.1, collusion in bidding for County contracts is prohibited. Two (2) or more related parties shall be presumed collusive if each submits a bid or proposal for any County purchases of supplies, materials and services (including professional services, other than professional architectural, engineering and other services subject to Sec. 2-10.4 and Sec. 287.055 Florida Statutes), lease, permit, concession or management agreements regardless of the value of the contract being solicited. The Provider is required to submit an affidavit (see Attachment C of this Agreement) regarding their relation to other bidders for similar purchases or services, except those excluded from this provision.

ARTICLE 10. CIVIL RIGHTS

The Provider agrees to abide by Chapter 11A of the Code of Miami-Dade County ("County Code"), as amended, which prohibits discrimination in employment, housing and public accommodations on the basis of race, creed, religion, color, sex, familial status, marital status, sexual orientation, pregnancy, age, ancestry, national origin or handicap; 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. §6101, as amended, which prohibits discrimination in employment because of age; the Rehabilitation Act of 1973, 29 U.S.C. §794, as amended, which prohibits discrimination on the basis of disability; the Americans with Disabilities Act, 42 U.S.C. §12101 et seq., which prohibits discrimination in employment and public accommodations because of disability; the Federal Transit Act, 49 U.S.C. §1612, as amended; and the Fair Housing Act, 42 U.S.C. §3601 et seq. It is expressly understood that the Provider must submit an affidavit attesting that it is not in violation of the Acts. If the Provider or any owner, subsidiary, or other firm affiliated with or related to the Provider is found by the responsible enforcement agency, the Courts or the County to be in violation of these acts, the County will conduct no further business with the Provider.

Any contract entered into based upon a false affidavit shall be voidable by the County. If the Provider violates any of the Acts during the term of any contract the Provider has with the County, such contract shall be voidable by the County, even if the Provider was not in violation at the time it submitted its affidavit.

The Provider agrees that it is in compliance with the Domestic Violence Leave, codified as § 11A-60 et seq. of the Miami-Dade County Code, which requires an employer, who in the regular course of business has fifty (50) or more employees working in Miami-Dade County for each

working day during each of twenty (20) or more calendar work weeks to provide domestic violence leave to its employees.

Failure to comply with this local law may be grounds for voiding or terminating this Agreement or for commencement of debarment proceedings against Provider.

ARTICLE 11. NOTICE REQUIREMENTS

It is understood and agreed between the parties that any written notice addressed to OMB, which is delivered by U.S. Mail or emailed to OMB and any written notice addressed to the Provider, which is delivered by U.S. Mail or by email shall constitute sufficient notice to either party.

All notices required or permitted under this Agreement which are delivered by U.S. Mail shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax or by email. All notices to the County shall be delivered to the following address:

(1) To the County

ATTENTION: Daniel T. Wall
Phone: (305) 375-4742
Fax: (305) 375-4454
Email: dtw@miamidade.gov

(2) To the Provider

ATTENTION: Richard H. Hinds, Ed.D
Phone: (305) 995-1225
Fax: (305) 995-1263
Email: www.RHinds@dadeschools.net

ATTENTION: Walter J. Harvey
School Board Attorney
Phone: (305) 995-1304
Fax: (305) 995-1412
Email: Walter.Harvey@dadeschools.net

ATTENTION: Alberto M. Carvalho
Superintendent of Schools
Phone: (305) 995-1429
Fax: (305) 995-1488
Email: ACarvalho@dadeschools.net

Either party may at any time designate a different mail or email address and/or contact person by giving written notice as provided above to the other party.

ARTICLE 12. AUTONOMY

Both parties agree that this Agreement recognizes the autonomy of the contracting parties and 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.

ARTICLE 13. SURVIVAL

The parties acknowledge that any of the obligations in this agreement, including but not limited to Provider's obligation to indemnify the County, will survive the term, termination, and cancellation hereof. Accordingly, the respective obligations of the Provider under this agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

ARTICLE 14. 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 funds 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) if applicable, the Provider does not furnish upon request by the County proof of licensure/certification or proof of background screening 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 Article 10 of this Agreement; (9) the Provider, attempts to meet its obligations under this Agreement through fraud, misrepresentation, or material misstatement; (10) the Provider fails to correct deficiencies found during a monitoring, evaluation, or review within the specified time as described and defined in a Corrective Action Plan (CAP); (11) the Provider fails to issue prompt payments to small business subcontractors or follow dispute resolution procedures regarding a disputed payment; (12) the Provider fails to submit the Certificate of Corporate Status, Board of Directors requirement, or proof of tax status; and (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.; (14) the Provider fails to meet any of the terms and conditions of the Miami-Dade County Vendor Affidavits (Attachment E) or the State Affidavit (Attachment F); or (15) the Provider fails to fulfill in a timely and proper manner any and all of its obligations, covenants, agreements and stipulations in this Contract. Waiver of breach of any provisions of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this 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. In the event of

termination, the County may: (a) request the return of all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports prepared and secured by the Provider with County funds under this Agreement (b) seek reimbursement of County funds 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 up to the provisions as detailed in Florida Statute §768.28;

3. The County may seek enforcement of this Agreement including but not limited to filing an action in 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.

C. **Authorization to Terminate Agreement.** The Mayor or the Mayor's designee is authorized to terminate this Agreement on behalf of the County.

D. Failures or waivers to insist on strict performance of any covenant, condition, or provision of this Contract by the County shall not be deemed a waiver of any rights or remedies, nor shall it relieve the Provider from performing any subsequent obligations strictly in accordance with the term of this Contract. No waiver shall be effective unless in writing and signed by the parties. Such waiver shall be limited to provisions of this Contract specifically referred to therein and shall not be deemed a waiver of any other provision. No waiver shall constitute a continuing waiver unless the writing states otherwise.

E. 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 subject to the limitations stated in Florida Statute §768.28.

ARTICLE 15. 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 thirty (30) days prior to the effective date of such termination. The Mayor or the Mayor's designee is authorized to terminate this Agreement on the behalf of the County.

ARTICLE 16. 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 C. Payment shall be made in accordance with procedures outlined below and if applicable, the Sherman S. Winn Prompt Payment Ordinance (Ordinance 94-40).

A. Reimbursement and Advances. The parties agree that this is a cost-basis Agreement and that the Provider shall be paid through reimbursement payment based on the budget approved under this Contract (See Attachment C) and when complete and proper documentation of service delivery and incurred expenses are provided to the County and approved by the County.

B. Monies Owed to the County. The County reserves the right, in its sole discretion, to reduce payments to the Provider in order to recapture any monies owed to the County. In accordance with County Administrative Order No. 3-29, the Provider that is in arrears to the County is prohibited from obtaining new County contracts or extensions of contracts until such time as the arrearage has been paid in full or the County has agreed in writing to an approved payment plan.

C. No Payment of Subcontractors. In no event shall County funds be advanced or paid by the County directly to any subcontractor hereunder. Payment to approved subcontractors shall be made by Provider following requirements and limitations as detailed in Article 20 of this Agreement.

D. Requests for Payment. The County agrees to pay all budgeted costs incurred by the Provider that are allowable under the County guidelines. In order to receive payment for allowable costs, the Provider shall submit a Summary of Expenditures Report and a Performance Report detailing the number of students who received Driver's Education and the number of hours of Driver's Education that were provided. The Summary of Expenditures Report shall reflect the expenses incurred by the Provider for services rendered and documented in the Performance Report. Upon submission of satisfactory required reports, the OMB shall make payment.

The County will not approve payments for in-kind or volunteer services provided by the Provider on behalf of the project. The OMB shall accept originals of invoices, receipts and other evidence of indebtedness as proof of expenditures. When original documents cannot be

produced, the Provider must adequately justify their absence in writing and furnish copies as proof of the expenditures.

E. **Processing the Request for Payment.** After the OMB staff reviews and approves the payment request, the OMB will submit a payment request to the County's Finance Department. The County's Finance Department will issue payment via Automated Clearing House (ACH) or mail the check directly to the Provider at the address listed in Article 11 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 by the Provider shall take a maximum of forty-five (45) days from receipt of a complete and accurate payment request, pursuant to the County's Sherman S. Winn Prompt Payment Ordinance (Ordinance 94-40), Section 2-8.1.4 of the Code of Miami-Dade County, Administrative Order No. 3-19, and the Florida Prompt Payment Act, if supporting documentation/invoices are properly documented as determined by the County in its sole discretion. 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.

Failure to submit reimbursement requests with supporting documentation in a manner deemed correct and acceptable by the County shall be considered a breach of this Agreement and may result in termination of this Agreement.

F. **Final Request for Payment.** A final request for payment from the Provider will be accepted by the OMB up to thirty (30) 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 C, which the Provider is obligated to pay after the close of the period for services provided within the term of the Agreement.

G. **Closeout Reporting Process/Recapture of Funds.** Upon the expiration of this Contract, the Provider shall submit Closeout Report documents to the OMB no more than thirty (30) days after the expiration of this Contract. These documents shall include a cumulative contract year-end summary of Provider's program performance, the Contract Year-End Closeout Report, and the Property Inventory Report. If after receipt of these documents, the OMB determines that the Provider has been paid funds not in accordance with the Contract, 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 whether 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.

ARTICLE 17. PROHIBITED USE OF FUNDS

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

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

C. **Commingling Funds.** The Provider shall not commingle funds provided under

this Agreement with funds received from any other funding sources. The Provider shall establish a separate account exclusively for receipt of the funds received pursuant to this Agreement.

D. **Administrative Costs.** The Provider shall not use these funds for any administrative and/or indirect costs.

ARTICLE 18. REQUIRED DOCUMENTS, RECORDS, REPORTS, AUDITS, MONITORING AND REVIEW

A. **Certificate of Corporate Status.** The Provider must submit to the OMB, within thirty (30) days from the date of execution of this Agreement, a certificate of corporate status in the name of the Provider, which certifies the following: that the Provider is organized under the laws of the State of Florida; that all fees and penalties have been paid; that the Providers most recent annual report has been filed; that its status is active; and that the Provider has not filed Articles of Dissolution.

B. **Proof of Tax Status.** The Provider is required to submit to the County the following documentation: (a) The I.R.S. tax exempt status determination letter; (b) the most recent I.R.S. form 990; (c) the annual submission of I.R.S. form 990 within (6) months after the Provider's fiscal year end; (d) IRS form 941 - Quarterly Federal Tax Return Reports within thirty-five (35) days after the quarter ends and if the form 941 reflects a tax liability, proof of payment must be submitted within forty-five (45) days after the quarter ends.

C. **Business Application.** The Provider shall be a registered vendor with the County's Department of Procurement Management, for the duration of this Agreement. It is the responsibility of the Provider 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.

D. 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 hotline at (305) 579-9093.

E. **Accounting Records.** The Provider shall keep accounting records which conform to generally accepted accounting principles. All such records will be retained by the Provider for not less than five (5) years beyond the term of this Agreement, and shall be made available for review upon request from County authorized personnel.

F. **Financial Audit.** If the Provider has or is required to have an annual certified public accountants opinion and related financial statements, the Provider agrees to provide these documents to the OMB no later than one hundred eighty (180) days following the end of

the Provider's fiscal year, for each year during which this Agreement remains in force or until all funds received pursuant to this Agreement have been so audited, whichever is later.

G. **Access to Records: Audit.** The County reserves the right to require the Provider to submit to an audit by an auditor of the County's choosing or approval. 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.

H. **Quarterly Reviews of Expenditures and Records.** The County Commission Auditor may perform quarterly reviews of Provider expenditures and records. Subsequent payments to the provider shall be subject to a satisfactory review of Provider records and expenditures by the County Commission Auditor, including but not limited to, review of supporting documentation for expenditures and the existence of sufficient documentation to support eligible expenditures. The Provider agrees to reimburse the County for ineligible expenditures as determined by the County Commission Auditor.

I. **Quality Assurance / Recordkeeping.** The Provider shall maintain, and shall require that the Provider's subcontractors and suppliers maintain, complete and accurate program and fiscal records to substantiate compliance with the requirements set forth in the Attachment A, Scope of Services, of this Agreement. The Provider and its subcontractors and suppliers, shall retain such records, and all other documents relevant to the Services furnished under this Agreement for a period of five (5) years from the expiration date of this Agreement.

The Provider agrees to participate in evaluation studies, quality management activities, Corrective Action Plan activities, and analyses carried out by or on behalf of the County to evaluate the effectiveness of client service(s) or the appropriateness and quality of care/service delivery. Accordingly, the Provider shall permit authorized staff involved in such efforts the right of access to the Provider's premises and records

J. **Confidentiality Requirements.** The Provider shall establish and implement policies and procedures that ensure compliance with the following security standards and any and all applicable State and Federal statutes and regulations for the protection of confidential client records and electronic exchange of confidential information. The policies and procedures must ensure that:

(1) There is a controlled and secure area for storing and maintaining active confidential information and files, including but not limited to medical records;

(2) Confidential records are not removed from the Provider's premises, unless otherwise authorized by law or upon written consent from the County;

(3) Access to confidential information is restricted to authorized personnel of the Provider, the County, and/or the United States Office of the Inspector General;

(4) Records are not left unattended in areas accessible to unauthorized individuals;

(5) Access to electronic data is controlled;

(6) Written authorization, signed by the client, is obtained for release of copies of client records and/or information. Original documents must remain on file at the originating provider site;

(7) An orientation is provided to new staff persons, employees, and volunteers. All employees and volunteers must sign a confidentiality pledge, acknowledging their awareness and understanding of confidentiality laws, regulations, and policies;

(8) Procedures are developed and implemented that address client chart and medical record identification, filing methods, , storage, retrieval, organization and maintenance, access and security, confidentiality, retention, release of information, copying, and faxing.

K. **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 authorized personnel to monitor, review and evaluate the program/work which is the subject of this Agreement. The OMB shall monitor both fiscal and programmatic compliance with all the terms and conditions of the Agreement. The Provider shall permit the OMB to conduct site visits, client assessment surveys, and other techniques deemed reasonably necessary to fulfill the monitoring function. A report of the OMB'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 OMB may 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 by the County.

L. **Client Records.** The Provider shall maintain a separate individual client chart for each client/family served, where appropriate. This client chart shall include all pertinent information regarding case activity. These client charts shall be subject to the audit and inspection requirements under Article 19, Section G of this Agreement.

M. **Disaster Plan/Continuity of Operations Plan (COOP).** The Provider shall develop and maintain an Agency Disaster Plan/COOP. At a minimum, the Plan will describe how the Provider establishes and maintains an effective response to emergencies and disasters, and must comply with any Emergency Management related Florida Statutes applicable to the Provider. The Disaster Plan/COOP must be submitted to the OMB no later than January 1st of the contract term and is also subject to review and approval of the County in its sole discretion. The Provider will review the Plan annually, revise it as needed, and maintain a written copy on file at the Provider's site.

ARTICLE 19. Office of Miami-Dade County Inspector General and the Commission Auditor

The Provider understands that it may be subject to an audit, random or otherwise, by the

Office of Miami-Dade County Inspector General or an Independent Private Sector Inspector General retained by the Office of the Inspector General, or the County Commission Auditor.

Independent Private Sector Inspector General Reviews. The attention of the Provider is hereby directed to the requirements of Miami-Dade County Code Section 2-1076; in that the Office of the Miami-Dade County Inspector General (IG) shall have the authority and power to review past, present and proposed County programs, accounts, records, contracts and transactions. The IG shall have the power to subpoena witnesses, administer oaths and require the production of records. Upon ten (10) days written notice to the Provider from IG, the Provider shall make all requested records and documents available to the IG for inspection and copying.

The IG shall have the power to report and/or recommend to the Board of County Commissioners whether a particular project, program, contract or transaction is or was necessary and, if deemed necessary, whether the method used for implementing the project or program is or was efficient both financially and operationally. Monitoring of an existing project or program may include reporting whether the project is on time, within budget and in conformity with plans, specifications, and applicable law. The IG shall have the power to analyze the need for, and reasonableness of, proposed change orders.

The IG may, on a random basis, perform audits on all County contracts throughout the duration of said contract (hereinafter "random audits"). This random audit is separate and distinct from any other audit by the County. To pay for the functions of the Office of the Inspector General, any and all payments to be made to the Provider under this contract will be assessed one quarter (1/4) of one percent of the total amount of the payment, to be deducted from each progress payment as the same becomes due unless this Contract is federally or state funded where federal or state law or regulations preclude such a charge. The Provider shall in stating its agreed prices be mindful of this assessment, which will not be separately identified, calculated or adjusted in the proposed budget form.

The IG shall have the power to retain and coordinate the services of an independent private sector inspector general (IPSIG) who may be engaged to perform said random audits, as well as audit, investigate, monitor, oversee, inspect, and review the operations, activities and performance and procurement process including, but not limited to, project design, establishment of bid specifications, bid submittals, activities of the contractor, its officers, agents and employees, lobbyists, County staff and elected officials in order to ensure compliance with contract specifications and detect corruption and fraud.

Nothing in this Agreement shall impair any independent right of the County to conduct audit or investigative activities. The provisions of this section are neither intended nor shall they be construed to impose any liability on the County by the Provider or third parties.

ARTICLE 20. SUBCONTRACTORS and ASSIGNMENTS

A. **Subcontracts.** The parties agree that no assignment or subcontract will be made or let in connection with this Agreement without the prior written approval of the OMB in its sole discretion, which shall not be unreasonably withheld, and that all subcontractors or assignees shall be governed by all of the terms and conditions of this Agreement.

1) If the Provider will cause any part of this Agreement to be performed by a Subcontractor, the provisions of this Agreement will apply to such Subcontractor and its officers, agents and employees in all respects as if

it and they were employees of the Provider; and the Provider 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 Subcontractor, its officers, agents, and employees, as if they were employees of the Provider. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Provider.

2) The Provider, before making any subcontract for any portion of the services, will state in writing to the County the name of the proposed Subcontractor, the portion of the Services which the Subcontractor is to perform, the place of business of such Subcontractor, and such other information as the County may require. The County will have the right to require the Provider not to award any subcontract to a person, firm, or corporation disapproved by the County in its sole discretion.

3) Before entering into any subcontract hereunder, the Provider will inform the Subcontractor 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 Subcontractor will strictly comply with the requirements of this Agreement.

4) In order to qualify as a Subcontractor satisfactory to the County in its sole discretion, in addition to the other requirements herein provided, the Subcontractor 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 Subcontractor must show to the satisfaction of the County in its sole discretion that it has satisfactorily performed services of the same general type which is required to be performed under this Agreement.

5) 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 Contractor's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the County's and County's proprietary and confidential information. Provider shall furnish to the County copies of all subcontracts between Provider and Subcontractors 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 Subcontractor of its obligations under the subcontract, in the event the County finds the Contractor in breach of its obligations, the option to pay the Subcontractor directly for the performance by such subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any subcontractor hereunder as more fully described herein.

B. If this Agreement involves the expenditure of $100,000 or more by the County and the Provider intends to use subcontractors to provide the services listed in the Scope of Service (Attachment A) or suppliers to supply the materials, the Provider shall provide the

names of the subcontractors and suppliers on the form attached as Attachment H. Provider agrees that it will not change or substitute subcontractors or suppliers from those listed in Attachment I without prior written approval of the County.

C. **Prompt Payments to Subcontractors.** The Provider shall issue prompt payments to subcontractors that are small businesses (annual gross sales of $750,000 or less with its principal place of business in Miami-Dade County) and shall have a dispute resolution procedure in place to address disputed payments. Pursuant to the County's Sherman S. Winn Prompt Payment Ordinance (Ordinance 94-40), Section 2-8.1.4 of the Code of Miami-Dade County, Administrative Order No. 3-19, and the Florida Prompt Payment Act, payments must be made within the time frame specified by applicable law. Failure to issue prompt payments to small business subcontractors or adhere to dispute resolution procedures may be grounds for suspension or termination of this Agreement or debarment.

ARTICLE 21. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

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

a) Miami-Dade County Florida, Department of Business Development Participation Provisions, as applicable to this Agreement.

b) Miami-Dade County Code, Chapter 11A, Article 3. All Providers and subcontractors performing work in connection with this Agreement shall provide equal opportunity for employment and services without regard to race, creed, religion, color, sex, familial status, marital status, sexual orientation, pregnancy, age, ancestry, national origin or handicap. 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 Provider agrees to post in a conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Equal Opportunity Board or other authority having jurisdiction over the work setting forth the provisions of the nondiscrimination law.

c) "Conflicts of Interest" Section 2-11 of the Code of Miami-Dade County, and Ordinance 01-199.

d) Miami-Dade County Code Section 10-38 "Debarment".

e) Miami-Dade County Ordinance 99-5, codified at 11A-60 et. seq. Code of Miami-Dade County pertaining to complying with the County's Domestic Leave Ordinance. Failure to comply with this local law may be grounds for voiding or terminating this Agreement or for commencement of debarment proceedings against Provider.

f) 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, Provider 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 Contractor, constitute a violation of any law or regulation to which Contractor is subject, including but not limited to laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

ARTICLE 22. 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 and adequately reference the County as a funding source. The Provider shall ensure that all publicity, public relations, advertisements and signs recognizes and references the County for the support of all contracted activities. This is to include, but is not limited to, all posted signs, pamphlets, wall plaques, cornerstones, dedications, notices, flyers, brochures, news releases, media packages, promotions, and stationery. The use of the official County logo is permissible for the publicity purposes stated herein. Provider shall submit sample or mock up of such publicity or materials to the County for review and approval. 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. **Governing Law and Venue.** This Agreement is made in the State of Florida and shall be governed according to the laws of the State of Florida. Venue for this Agreement shall be Miami-Dade County, Florida. The County and Provider are responsible for their own attorney fees.

C. **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, schedule of payments, billing and cash payment procedures, set forth herein and other such revisions may be made as a written amendment to this Agreement executed by both the parties.

The Mayor or the Mayor's designee is authorized to make modifications to this Agreement as described herein on behalf of the County.

The Office of the Inspector General shall have the power to analyze the need for, and the reasonableness of proposed modifications to this Agreement.

D. **Counterparts.** This Agreement is executed in three (3) counterparts, and each counterpart shall constitute an original of this Agreement.

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

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

G. **Records Management.** Pursuant to Section 119.0701 of the Florida Statutes, if the Provider meets the definition of "Contractor" as defined in Section 119.0701(1)(a), the Provider shall:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service;

(b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law;

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and

(d) Meet all requirements for retaining public records and transfer to the County, at no County cost, all public records created, received, maintained and or directly related to the performance of this Agreement that are in possession of the Provider upon termination of this Agreement.

Upon termination of this Agreement, the Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County.

For purposes of this Article, the term "public records'" shall mean all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business of the County.

Provider's failure to comply with the public records disclosure requirement set forth in Section 119.0701 of the Florida Statutes shall be a breach of this Agreement.
In the event the Provider does not comply with the public records disclosure requirement set forth in Section 119.0701 of the Florida Statutes, the County may, at the County's sole discretion, avail itself of the remedies set forth under this Agreement and available at law.

This contract has no intended or unintended third party beneficiaries.

The Provider agrees to comply with all federal, state and local laws, regulations, and ordinances applicable to this Agreement and Provider's performance hereunder.

H. **Totality of Agreement / Severability of Provisions.** This Agreement and Attachments, with it recitals on the first page of the Agreement and with its attachments as referenced below contain all the terms and conditions agreed upon by the parties:

Attachment A: Scope of Services
Attachment B: Driver Education Classroom Curriculum
Attachment C: Line Item Budget Justification
Attachment D: Collusion Affidavit
Attachment E: Miami-Dade County Vendor Affidavits
Attachment F: State Public Entities Crime Affidavit
Attachment G: List of Subcontractors and Suppliers *(NOTE: Attachment G must be completed and included with this Agreement only if the accompanying contract award totals $100,000 or more.)*

EXHIBITS: Dori Slosberg Driver Education Safety Act (the "Act"), Section 318.1215, Florida Statutes, Ordinance No. 02-167, Resolution R-618-03, Resolution R-864-04 and Resolution R-741-13

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 and ordinance.

SIGNATURES ON THE FOLLOWING PAGE

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

SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA

By: _____

Name: Alberto M. Carvalho

Title: Superintendent of Schools

Date: 5/22/14

Attest: _____
Authorized Person OR
Notary Public

Print Name: Sheryl Ragoo

Title: Board Recording Secretary

Corporate Seal OR Notary Seal/Stamp:

SHERYL RAGOO
Notary Public, State of Florida
My Comm. Expires May 16, 2016
No. EE94701
Bonded thru Arthur J. Gallagher & Co.

MIAMI-DADE COUNTY

By: _____

Name: _____

Title: _____

Date: _____

Attest: HARVEY RUVIN, Clerk
Board of County Commissioners

By: _____

Print Name: _____

RISK MANAGEMENT
REVIEWED AND APPROVED

_____ 5/14/14

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY SCHOOL BOARD ATTORNEY

_____ 5/15/14

ATTACHMENT A

OVERVIEW OF MIAMI-DADE COUNTY PUBLIC SCHOOLS' DRIVER EDUCATION PROGRAM

Miami-Dade County Public Schools (M-DCPS) serve the students of Metropolitan Miami-Dade County, which includes the City of Miami, 27 outlying municipalities, and a large unincorporated area. M-DCPS has a total population of over 353,000 students. This places M-DCPS as the fourth largest school district in the United States, and the largest school district in Florida. To more efficiently serve the needs of its 435 schools, the district is divided into four administrative regions supervised by Regional Centers.

Currently, driver education is offered in the district's traditional senior high schools. Driver education is offered numerous periods per day, five days per week. Depending on the school site, these classes have the option of being offered in the afternoon, immediately following the conclusion of the regularly scheduled school day, in the evening, or on Saturdays each trimester. Private school students, as well as public school students, whose senior high schools do not offer driver education, may enroll in these classes at no cost. Driver education is offered both semesters of the regular school year as a one semester, elective course.

For fiscal year 2012-2013, there were 1,689 students enrolled in the Drivers' Ed Program and the classes were offered at the schools listed below:

ALONZO & TRACY MOURNING
AMERICAN SENIOR HIGH
BARBARA GOLEMAN SENIOR HIGH
BOOKER T. WASHINGTON SENIOR HIGH
CORAL GABLES SENIOR HIGH
CORAL REEF SENIOR HIGH
DR.MICHAEL M. KROP SENIOR HIGH
FELIX VARELA SENIOR HIGH
G. HOLMES BRADDOCK SENIOR HIGH
HIALEAH GARDENS SENIOR HIGH
HIALEAH SENIOR HIGH
HIALEAH-MIAMI LAKES SENIOR HIGH
HOMESTEAD SENIOR HIGH
JOHN A. FERGUSON SENIOR HIGH
MIAMI BEACH SENIOR HIGH
MIAMI CAROL CITY SENIOR HIGH
MIAMI CENTRAL SENIOR HIGH

MIAMI CORAL PARK SENIOR HIGH
MIAMI EDISON SENIOR HIGH
MIAMI JACKSON SENIOR HIGH
MIAMI KILLIAN SENIOR HIGH
MIAMI LAKES EDUCATIONAL CENTER
MIAMI NORLAND SENIOR HIGH
MIAMI NORTHWESTERN SENIOR HIGH
MIAMI PALMETTO SENIOR HIGH
MIAMI SENIOR HIGH
MIAMI SOUTHRIDGE SENIOR HIGH
MIAMI SPRINGS SENIOR HIGH
MIAMI SUNSET SENIOR HIGH
NORTH MIAMI BEACH SENIOR HIGH
NORTH MIAMI SENIOR HIGH
ROBERT MORGAN EDUCATIONAL CENTER
RONALD W. REAGAN/DORAL SENIOR HIGH
SOUTH MIAMI SENIOR HIGH
SOUTHWEST MIAMI SENIOR HIGH
WESTLAND HIALEAH SENIOR HIGH
WILLIAM H. TURNER TECH ADULT ED

ATTACHMENT B

DRIVER EDUCATION CLASSROOM CURRICULUM

I. Students will be taught a basic knowledge of a Highway Transportation System (HTS), its purpose, major elements, effectiveness, and the roles by various components in the system.

Specifically, they will be able to identify the three major elements of the Highway Transportation System, how the success of each of the three major elements is dependent upon the other two and how to identify these methods by which the Highway Transportation System's effectiveness can be measured. They will be able to define the sub-systems that have been established to manage the Highway Transportation System and their purpose. The students will learn the economic and social consequences resulting from breakdowns in the Highway Transportation System and the "multiple causes" theory of collisions as well as the rationale for using the term "collision" rather than "accident". Students will compare age group collision statistics and identify ways to improve the records for each grouping.

II. Students will be taught methods of basic control of the vehicle and be able to demonstrate this basic skill. Included will be exterior and interior pre-driving checks, control of motion and direction, and basic maneuvers.

Specifically, they will be taught to execute exterior and interior pre-driving checks and the steps a driver should take in starting the engine. They will learn the standard identity and location of each item found on the instrument panel and describe its function. This will include the function of each device used for safety, visibility, communication, and comfort in a standard passenger vehicle, correct procedures for starting the engine, placing the vehicle in motion, and stopping it safely will be taught. They will be taught the techniques of proper steering for forward and reverse driving. They will learn the steps for making correct lane changes, and how to make a right and left turn at an intersection. The steps used to park a vehicle parallel, angled, and perpendicular to the curb or road way, will be covered as well. Students will learn the advantages and disadvantages for selecting maneuvers and procedures used in reversing the direction of a vehicle.

III. Students will learn to understand, interpret and react properly when exposed to signs, signals, and pavement markings.

Specifically, students will learn to classify traffic signs into the categories of regulatory, warning, and information/guide as well as interpret and react properly when exposed to these traffic signs. They will be able to define the meaning of the different shapes, colors, and international symbols used to code traffic signs. The ability to describe the appropriate actions used to obey the legal and practical implications of regulatory and warning signs will be taught. They will

learn to identify and describe traffic control signals that regulate traffic flows or warn drivers and/or pedestrians of hazards and to identify and describe the system that controls traffic light changes. Students will be able to identify the types of pavement markings by color, configuration, and direction and their importance when planning one's actions.

IV. Students will learn to identify potential hazard that may happen in regard to each possible danger based on minimum risk, and demonstrate appropriate execution of these decisions.

Specifically, the definition of the term "hazard" as used in the Highway Transportation System will be taught. Students will learn the categories from which hazards are identified within the driving scene and learn the scanning techniques for identifying clues to potential hazards within the driving scene. Students will learn the skills to predict potential outcomes of hazards within the driving scene. They will learn the importance of making accurate decisions to minimize the risk of potential hazards. Students will learn the relationship between the physical process of executing the decision and the mental processes which preceded the action. They will learn the five possible actions a driver employs to execute decisions about changes in speed, lane position, and planned path of travel. Strategies used to implement the I.P.D.E. (identify, predict, decide, execute) process of defensive driving will be emphasized.

V. Students will be taught to understand the management of space requirements under all driving situations.

Specifically, they will learn about the relationship between the correct positioning of a vehicle and collision prevention. Discussions will be conducted regarding the techniques used to maintain a two-second interval of space between vehicles as well as situations when a two-second interval is not sufficient. Students will learn the disadvantages of following too closely as related to visibility, maneuverability, and stopping along with the actions that can be taken to reduce the possibilities of rear-end collisions. Students will learn the actions a driver can take to minimize the danger of oncoming traffic and the conditions that may cause the oncoming vehicle to cross the center line. Specific clues to look for when following vehicles that alert the driver to reduce speed and implement the I.P.D.E. requirements for a safe following distance will be covered. The use of "compromising" as a strategy for maintaining lateral space will be reviewed as well.

VI. Students will learn procedures required to effectively control and take proper actions in emergency situations.

Specifically, they will learn the two sources of driving emergencies, the actions to take if any of the following occurs: (1) the brakes or the steering system should fail, (2) if forward vision becomes blocked, (3) if a tire has a blowout, (4) if the accelerator sticks, (5) if the vehicle catches fire, (6) if there is vehicle power failure, (7) if experiencing loss of traction, (8) the recovery action to take if the vehicle runs off the road, (9) the actions a driver may take to avoid a head-on

crash and (10) how to avoid a side-impact collision and minimize the effects of a collision.

VII. Students will learn measures necessary to correct and minimize the effects of temporary or permanent physical defects or limitations.

Specifically, they will learn how temporary or permanent disabilities affect a person's abilities to perform the I.P.D.E. steps of the driving task, the visual abilities a driver must possess and how each applies to the various driving environments. Students will learn how a driver can compensate for impairments in visual acuity, peripheral vision, depth perception, color vision, glare recovery, and hearing. The characteristics of carbon monoxide and the ways carbon monoxide might enter a vehicle's driving compartment as well as symptoms and appropriate first aid regarding carbon monoxide poisoning will be covered.

VIII. Students will learn their legal and moral responsibilities at the scene of highway collisions.

Specifically, they will learn what Florida laws require of drivers involved in traffic collisions and the legal and moral responsibilities a person should assume at the scene of traffic collisions. Discussion will be centered on what actions may be used to assist injured victims at the scene of traffic collisions and the step-by-step procedures to follow at the scene of traffic collisions.

IX The student will learn how attitudes and emotions affect driving decisions.

Specifically, they will learn how emotions may affect a person's ability to perform each I.P.D.E. step of the driving task and the physical changes that may occur when a person is affected by strong emotions. The emotions that most often impair driving will be identified and how they can affect driving performance and a driver's decision-making regarding risk acceptance. Students will learn some techniques that can be used to cope with emotions while driving. They will learn how passenger emotional maturity may affect a driver and some techniques that may be used to assist the driver. A comparison of personality traits of drivers who have a collision history verses those free of violations will be discussed.

X. Students will learn the importance of vehicle maintenance that promotes safe and efficient operation.

Specifically, they will learn the meaning and importance of preventive maintenance for car owners and how to identify and explain the functions of the different systems of an automobile. The warning signs which indicate the need for repair, replacement, or maintenance of the different systems of a car will be identified. Students will learn the Florida laws regarding the responsibility of the motorist to keep their car in a safe-driving condition and ways to find competent mechanics to repair and maintain the car. Driving practices that can help reduce the amount of fuel used per mile and information regarding the various types of tires, how to maintain them, and rules for replacing them will be discussed.

XI. Students will learn about their responsibility to comply with laws which apply to drivers as well as owners of motor vehicles.

Specifically, they will learn the primary purpose of the requirements of driver licensing, the procedures and requirements for obtaining a restricted, regular, chauffeurs and motorcycle license in the State of Florida. The legal requirements for purchasing and selling a motor vehicle in Florida will be reviewed. Students will learn about the different types of vehicle insurance coverage and the Florida Financial Responsibility Law. Problems and responsibilities of vehicle ownership for a high school student will be discussed. Students will learn why traffic laws exist and what would happen if there were no traffic laws along with how the Florida point system for traffic law works. The relationship of natural laws and legislated laws regarding speed, following distance, and required vehicle equipment will be covered.

XII. Students will learn the principles and practices related to using a motor vehicle for a long trip.

They will learn about the important vehicle maintenance checks that should be executed along with the personal preparations that should be made prior to a long trip. They will learn what emergency equipment and supplies to take on a long trip. They will learn to use and to value a road map in trip planning. Factors to consider when selecting the safest, most convenient and least costly routes for short, long, and overnight trips will be covered. The proper way to load a car, truck, trailer, motorcycle, and other recreational vehicles along with the precautions a driver should take when towing a trailer will be discussed.

XIII. Students will learn the basic operation and interaction of motorcycles and other two wheeled vehicles on the Highway Transportation System.

Specifically, they will learn the dual responsibility of drivers and motorcyclists as they operate together in traffic and the procedures a cyclist should follow while learning to drive. They will learn the importance of wearing apparel and equipment that protect a cyclist and safety rules and procedures for motorcycle passengers. Students will also learn how both the driver and cyclist can use the I.P.D.E. process for defensive strategies and tactics in traffic. The Florida laws relating to motorcycles, motor-driven cycles, and their operators will be discussed.

XIV. Students will learn about specific decisions to be made when interacting with other users of the Highway Transportation System beyond just the automobile.

Specifically, they will learn about the characteristics and special problems caused by trains and other vehicles on fixed tracks or courses. Problems and actions necessary to interact with non-motorized vehicles and pedestrians will also be discussed. Students will learn about the problems unique to commercial carriers

and other vehicles of significant size and weight differences along with the action necessary to interact safely on the roadways.

XV. Students will learn about vehicle occupant restraints and other built-in safety-features and devices.

Specifically, they will learn the Florida Laws that pertain to vehicle occupant restraints and their advantages which justify the use of vehicle occupant restraints. They will learn correct use of vehicle occupant restraint devices for all age and size passengers. The "force of impact" and factors that affect the "force of impact" in a collision will be discussed. Students will learn about "car crash" and the "passenger crash." The relationship between the increase in speed and "force of impact" applied to the natural law of kinetic energy and its effects on vehicle size, injury and survival rates in crashes will be discussed.

XVI. Students will learn about the need for actively supporting traffic law enforcement agencies and assisting in the improvement of highway safety programs.

Specifically, they will identify ways to encourage and support legislative efforts that affect traffic law. The enforcement agencies, local, state, and national programs and organizations that can be used to enhance highway safety will be identified. Methods by which the media can be used to influence public support for law enforcement and highway safety programs will be discussed.

XVII. Students must successfully complete the Traffic Law and Substance Abuse Education (TLSAE) course component within the driver education curriculum as prescribed in section 322.095, F.S.

Specifically, the Traffic Law and Substance Abuse Education (TLSAE) provides instruction on the physiological and psychological consequences of abuse of alcohol and other drugs, the societal and economic costs of alcohol and drug abuse, the effects of alcohol and drug abuse on the driver of a motor vehicle and the laws of the State, relating to the operation of a motor vehicle.

ATTACHMENT C

Miami-Dade County Public Schools
Drivers Education Training Program
2012 – 2013
Line Item Budget Justification

Miami-Dade County Public Schools (M-DCPS) serve the students of Metropolitan Miami-Dade County, which includes the City of Miami, 27 outlying municipalities, and a large unincorporated area. M-DCPS has a total population of approximately 353,000 students. This places M-DCPS as the fourth largest school district in the United States, and the largest school district in Florida. To more efficiently serve the needs of the 435 schools, the district is divided into four administrative regions supervised by Regional Centers.

Currently, driver education is offered in the district's traditional senior high schools. Driver education is offered numerous periods per day, five days per week. Depending on the school site, these classes have the option of being offered in the afternoon, immediately following the conclusion of the regularly scheduled school day, in the evening, or on Saturdays each trimester. Private school students, as well as public school students, whose senior high schools do not offer driver education, may enroll in these classes at no cost. Driver education is offered both semesters of the regular school year as a one semester, elective course.

Direct Costs: $3,170,462.62

Personnel: Salaries and fringe benefits = $3,158,901.92
The salary and fringes being charged are directly related to drivers' education instruction. Instruction is offered county-wide at various locations at the secondary and postsecondary levels providing certification in drug and alcohol abuse, driving theory, and practical driving experience for each student. There is no administrative cost included for each school site. One teacher and vehicle is used exclusively for disabled students and is ADA equipped. Attached is a breakdown of full time and part-time direct payroll costs.

Gasoline: $4,255.97
Gasoline costs for the entire District is for the use of school owned vehicles identified specifically for the Drivers' Education programs. The vehicles are safety equipped and are used only for the Drivers' Education program.

Repairs: $7,304.73
The vehicles in the Drivers' Education programs are maintained and repaired by the school system.

Summary:
The vehicles used in the Drivers' Education program are purchased, owned, insured, repaired, and maintained by Miami-Dade County Public Schools and are specifically designated for the Drivers' Education programs. Each vehicle in use is safety inspected annually and repaired as needed to assure safe operation for trainees. Vehicles are housed in safety cages located on the Drivers' Education range at each school to provide security and to dissuade vandalism. No cost is included for facilities, utilities, the use or depreciation of the vehicles, upkeep of driving range, text books, audio visual, tests, materials, supplies, security, custodial, nor administrators at the school sites.

Total award: $3,170,462.62

BID NO.:
BID TITLE:

COLLUSION AFFIDAVIT

(Code of Miami-Dade County Section 2-8.1.1 and 10-33.1) (Ordinance No. 08-113)

BEFORE ME, A NOTARY PUBLIC, personally appeared Alberto M. Carvalho (Insert name of affiant) who being duly sworn states:

I am over 18 years of age, have personal knowledge of the facts stated in this affidavit and I am an owner, officer, director, principal shareholder and/or I am otherwise authorized to bind the bidder of this contract.

I state that the bidder of this contract:

☒ is not related to any of the other parties bidding in the competitive solicitation, and that the contractor's proposal is genuine and not sham or collusive or made in the interest or on behalf of any person not therein named, and that the contractor has not, directly or indirectly, induced or solicited any other proposer to put in a sham proposal, or any other person, firm, or corporation to refrain from proposing, and that the proposer has not in any manner sought by collusion to secure to the proposer an advantage over any other proposer.

OR

☐ is related to the following parties who bid in the solicitation which are identified and listed below:

_____ _____

_____ _____

_____ _____

Note: Any person or entity that fails to submit this executed affidavit shall be ineligible for contract award. In the event a recommended contractor identifies related parties in the competitive solicitation its bid shall be presumed to be collusive and the recommended contractor shall be ineligible for award unless that presumption is rebutted by presentation of evidence as to the extent of ownership, control and management of such related parties in the preparation and submittal of such bids or proposals. Related parties shall mean bidders or proposers or the principals, corporate officers, and managers thereof which have a direct or indirect ownership interest in another bidder or proposer for the same agreement or in which a parent company or the principals thereof of one (1) bidder or proposer have a direct or indirect ownership interest in another bidder or proposer for the same agreement. Bids or proposals found to be collusive shall be rejected.

By: _____ 5/22 20 14
Signature of Affiant Date

Alberto Carvalho, Superintendent
Printed Name of Affiant and Title

5/9-6/0/0/0/5/7/2/
Federal Employer Identification Number

The School Board of Miami-Dade County, Florida
Printed Name of Firm

1450 N.E. 2nd Ave. Miami, Florida 33132
Address of Firm

Attachment D

BID NO.:
BID TITLE:

SUBSCRIBED AND SWORN TO (or affirmed) before me this 22 day of May, 2014

He/She is personally known to me or has presented _____ as identification.

Type of Identification

Sheryl Ragoo
Signature of Notary

EE94781
Serial Number

Sheryl Ragoo
Print or Stamp Name of Notary

May 16, 2015
Expiration Date

Notary Public – State of _____

Notary Seal

SHERYL RAGOO
Notary Public, State of Florida
My Comm. Expires May 16, 2015
No. EE94781
Bonded thru Arthur J. Gallagher & Co.

Miami-Dade County

VENDOR AFFIDAVITS FORM

(Uniform County Affidavits)

Department of Procurement Management
Vendor Services Section
111 NW 1st Street, Suite 1300, Miami, Florida 33128-1974
Telephone: 305-375-5773
www.miamidade.gov/dpm

The completion of the Vendor Affidavits Form allows vendors to comply with affidavit requirements outlined in Section 2-8.1 of the Code of Miami-Dade County. Vendors are required to have a complete Vendor Registration Package on file, including required affidavits, prior to the award of any County contract. It is the vendor's responsibility to keep all affidavit information up to date and accurate by submitting any updates to the Department of Procurement Management, Vendor Services Section.

FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN)

In order to establish a file for your firm, you must enter your firm's FEIN. This number becomes your "County Vendor Number". Please enter your Federal Employee Identification Number (FEIN) or, if none, then enter the owner's Social Security Number (SSN).

☒ FEIN 59-6000572

NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS)

The North American Industry Classification System (NAICS) is the standard used by the federal statistical agencies in classifying business establishments for the purpose of collecting, analyzing and publishing statistical data related to the U.S. business economy.

☐ NAICS Code _____

The School Board of Miami-Dade County, Florida
A) Name of Entity, Individual(s), Partners or Corporation

B) Doing Business As (If same as line A, leave blank)

1450 N.E. 2nd Ave.	Miami	Florida	U.S.A.	33132
Street Address (P.O. Box Number is not permitted)	City	State (U.S.A.)	Country	Zip Code

1. *MIAMI-DADE COUNTY OWNERSHIP DISCLOSURE AFFIDAVIT*
(Sec. 2-8.1 of the Miami-Dade County Code)

Firms registered to do business with Miami-Dade County, shall require the person contracting or transacting such business with the County to disclose under oath his or her full legal name, and business address. Such contract or transaction shall also require the disclosure under oath of the full legal name and business address of all individuals having any interest (legal, equitable, beneficial or otherwise) in the contract other than subcontractors, materialmen, suppliers, laborers or lenders. Post office box addresses shall not be accepted hereunder. If the contract or business transaction is with a corporation the foregoing information shall be provided for each officer and director and each stockholder holding, directly or indirectly, five (5) percent or more of the outstanding stock in the corporation. If the contract or business transaction is with a partnership, the foregoing information shall be provided for each partner. If the contract or business transaction is with a trust, the foregoing information shall be provided for the trustee and each beneficiary of the trust. The foregoing disclosure requirements shall not apply to contracts with publicly-traded corporations, or to contracts with the United States or any department or agency thereof, the State or any political subdivision or agency thereof, or any municipality of this State. Use duplicate page if needed for additional names.

If no officer, director or stockholder owns (5%) or more of stock, please write "None" below.

PRINCIPALS

FULL LEGAL NAME	TITLE	ADDRESS
Alberto Carvalho	Superintendent	1450 N.E. 2nd Ave. Miami Fl. 33132

OWNERS

FULL LEGAL NAME	TITLE	% OF OWNERSHIP	ADDRESS	CHECK BOXES BELOW: GENDER M	GENDER F	RACE / ETHNICITY: White	Black	Hispanic	Asian/Pacific Islander	Native American/ Alaskan Native	Other

If a percentage of the firm is owned by a publicly traded corporation or by another corporation, indicate below in the space "Other Corporations".

OTHER CORPORATIONS		% OF OWNERSHIP									

Attachment E

MIAMI-DADE COUNTY EMPLOYMENT DISCLOSURE AFFIDAVIT
(County Ordinance No. 90-133, amending Section 2.8-1(d)(2) of the Miami-Dade County Code)

ıe following information is for compliance with all items in the aforementioned Section:

1. Does your firm have a collective bargaining agreement with its employees? Yes X No ____
2. Does your firm provide paid health care benefits for its employees? Yes X No ____
3. Provide a current breakdown (number of persons) in your firm's work force indicating race, national origin and gender.

	NUMBER OF EMPLOYEES		
	Males	*Females*	
White	3,554	8,083	
Black	4,161	10,412	
Hispanic	4,407	14,246	
Asian/Pacific Islander	140	366	
Native American/Alaskan Native	49	111	
Other			
Total Number of Employees	12,311	33,218	45,529
			Total Employees

3. *MIAMI-DADE COUNTY EMPLOYMENT DRUG-FREE WORKPLACE CERTIFICATION*
(Section 2-8.1.2(b) of the Miami- Dade County Code)

All persons and entities that contract with Miami-Dade County are required to certify that they will maintain a drug-free workplace and such persons and entities are required to provide notice to employees and to impose sanctions for drug violations occurring in the workplace.

In compliance with Ordinance No. 92-15 of the Code of Miami-Dade County, the above named firm is providing a drug-free workplace. A written statement to each employee shall inform the employee about:

1. Danger of drug abuse in the workplace
2. The firms' policy of maintaining a drug-free environment at all workplaces.
3. Availability of drug counseling, rehabilitation and employee assistance programs
4. Penalties that may be imposed upon employees for drug abuse violations

The firm shall also require an employee to sign a statement, as a condition of employment that the employee will abide by the terms of the drug-free workplace policy and notify the employer of any criminal drug conviction occurring no later than five (5) days after receiving notice of such conviction and impose appropriate personnel action against the employee up to and including termination. Firms may also comply with the County's Drug Free Workplace Certification where a person or entity is required to have a drug-free workplace policy by another local, state or federal agency, or maintains such a policy of its own accord and such policy meets the intent of this ordinance.

4. *MIAMI-DADE COUNTY DISABILITY AND NONDISCRIMINATION AFFIDAVIT*
(Article 1, Section 2-8.1.5 Resolution R182-00 Amending R-385-95 of the Miami-Dade County Code)

Firms transacting business with Miami-Dade County shall provide an affidavit indicating compliance with all requirements of the Americans with Disabilities Act (A.D.A.).

I, state that this firm, is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor shall comply with all applicable requirements of the laws 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 American with Disabilities Act of 1990 (A.D.A.), Pub. L. 101-336, 104 Stat 327, 42 U.S.C. Sections 225 and 611 including Titles I, II, III, IV and V.
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

I, hereby affirm that I am in compliance with the below sections:
Section 2-10.4(4)(a) of the Code of Miami-Dade County (Ordinance No. 82-37), which requires that all properly licensed architectural, engineering, landscape architectural, and land surveyors have an affirmative action plan on file with Miami-Dade County.

Section 2-8.1.5 of the Code of Miami-Dade County, which requires that firms that have annual gross revenues in excess of five (5) million dollars have an affirmative action plan and procurement policy on file with Miami-Dade County. Firms that have a Board of Directors that are representative of the population make-up of the nation may be exempt.

5. *MIAMI-DADE COUNTY DEBARMENT DISCLOSURE AFFIDAVIT*
(Section 10.38 of the Miami-Dade County Code)

Firms wishing to do business with Miami-Dade County must certify that its contractors, subcontractors, officers, principals, stockholders, or affiliates are not debarred by the County before submitting a bid.

I, confirm that none of this firms agents, officers, principals, stockholders, subcontractors or their affiliates are debarred by Miami-Dade County.

6. *MIAMI-DADE COUNTY VENDOR OBLIGATION TO COUNTY AFFIDAVIT*
(Section 2-8.1 of the Miami-Dade County Code)

Firms wishing to transact business with Miami-Dade County must certify that all delinquent and currently due fees, taxes and parking tickets have been paid and no individual or entity in arrears in any payment under a contract, promissory note or other document with the County shall be allowed to receive any new business.

I, confirm that all delinquent and currently due fees or taxes including, but not limited to, real and personal property taxes, convention and tourist development taxes, utility taxes, and Local Business Tax Receipt collected in the normal course by the Miami-Dade County Tax Collector and County issued parking tickets for vehicles registered in the name of the above firm, have been paid.

7. *MIAMI-DADE COUNTY CODE OF BUSINESS ETHICS AFFIDAVIT*
(Article 1, Section 2-8.1(i) and 2-11(b)(1) of the Miami-Dade County Code through (6) and (9) of the County Code and County Ordinance No 00-1 amending Section 2-11.1(c) of the County Code)

Firms wishing to transact business with Miami-Dade County must certify that it has adopted a Code that complies with the requirements of Section 2-8.1 of the County Code. The Code of Business Ethics shall apply to all business that the contractor does with the County and shall, at a minimum, require the contractor to comply with all applicable governmental rules and regulations.

I confirm that this firm has adopted a Code of business ethics which complies with the requirements of Sections 2-8.1 of the County Code, and that such code of business ethics shall apply to all business that this firm does with the County and shall, at a minimum, require the contractor to comply with all applicable governmental rules and regulations.

8. *MIAMI-DADE COUNTY FAMILY LEAVE AFFIDAVIT*
(Article V of Chapter 11, of the Miami-Dade County Code)

Firms contracting business with Miami-Dade County, which have more than fifty (50) employees for each working day during each of twenty (20) or more work weeks in the current or preceding calendar year, are required to certify that they provide family leave to their employees.

Firms with less than the number of employees indicated above are exempt from this requirement, but must indicate by letter (signed by an authorized agent) that it does not have the minimum number of employees required by the County Code.

I confirm that if applicable, this firm complies with Article V of Chapter 11 of the County Code, which requires that firms contracting business with Miami-Dade County which have more than fifty (50) employees for each working day during each of twenty (20) or more work weeks in the current or preceding calendar year are required to certify that they provide family leave to their employees.

9. *MIAMI-DADE COUNTY LIVING WAGE AFFIDAVIT*
(Section 2-8.9 of the Miami-Dade County Code)

All applicable contractors entering into a contract with the County shall agree to pay the prevailing living wage required by this section of the County Code.

I confirm that if applicable, this firm complies with Section 2-8.9 of the County Code, which requires that all applicable employers entering a contract with Miami-Dade County shall pay the prevailing living wage required by the section of the County Code.

10. *MIAMI-DADE COUNTY DOMESTIC LEAVE AND REPORTING AFFIDAVIT*
(Article 8, Section 11A-60 - 11A-67 of the Miami-Dade County Code)

Firms wishing to transact business with Miami-Dade County must certify that it is in compliance with the Domestic Leave Ordinance.

I confirm that if applicable, this firm complies with the Domestic Leave Ordinance. This ordinance applies to employers that have, in the regular course of business, fifty (50) or more employees working in Miami-Dade County for each working day during the current or preceding calendar year.

AFFIRMATION

I, being duly sworn, do attest under penalty of perjury that the entity is in compliance with all requirements outlined in these Miami-Dade County Vendor Affidavits.

I also attest that I will comply with and keep current all statements sworn to in the above affidavits and registration application. I will notify the Miami-Dade County, Vendor Services Section immediately if any of the statements attested hereto are no longer valid.

(Signature of Affiant) — 5/22/14 (Date)

Alberto M. Carvalho, Superintendent of Schools
Printed Name of Affiant and Title

NOTARY PUBLIC INFORMATION

Notary Public – State of: Florida (State) — Miami-Dade (County of)

SUBSCRIBED AND SWORN TO (or affirmed) before me this 22 day of May 20 14.

by Alberto M. Carvalho He or she is personally known to me ☑ Or has produced identification ☐

Type of Identification Produced —

Signature of Notary Public — EE94781 (Serial Number)

Sheryl Ragoo
Print or Stamp of Notary Public — May 16, 2015 (Expiration Date) — Notary Public Seal (When applicable)

SHERYL RAGOO
Notary Public, State of Florida
My Comm. Expires May 16, 2015
No. EE94781
Bonded thru Arthur J. Gallagher & Co.

Attachment F

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

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

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

by Alberto M. Carvalho, Superintendent of Schools
(Print individual's name and title)

for The School Board of Miami-Dade County, Florida
(Print Name of entity submitting sworn statement)

whose business address is 1450 N.E. 2nd Avenue, Miami, Florida 33132

and if applicable its Federal Employer Identification Number (FEIN) is 596000572
If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

2. I understand that a "public entity crime" as defined in paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transactions of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to public entity or agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misinterpretation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:

   A. A predecessor or successor of a person convicted of a public entity crime; or

   B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime

   The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a

person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contact and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

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

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

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

(Signature)

Sworn to and subscribed before me this 22 day of May,
20 14. Personally known Alberto M. Carvalho
OR Produced Identification _____ Notary Public - State of Florida
_____ My commission expires May 16, 2015
(Type of Identification)

SHERYL RAGO
Notary Public, State of Florida
My Comm. Expires May 16, 2015
No. EE047101
Bonded thru Arthur J. Gallagher & Co.

Sheryl Rago
(Printed typed or stamped commissioned name of notary public)

Attachment G

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

Name of Organization: The School Board of Miami-Dade County, Fl. Address: 1450 N.E. 2nd Ave. Miami, Fl 33132

REQUIRED LISTING OF SUBCONTRACTORS ON COUNTY CONTRACT

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

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

NAME OF SUBCONTRACTOR OR SUB-CONSULTANT	ADDRESS	CITY AND STATE
No subcontractors will be used.		

REQUIRED LIST OF SUPPLIERS ON COUNTY CONTRACT

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

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

NAME OF SUPPLIER	ADDRESS	CITY AND STATE
No suppliers will be used.		

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

Signature of Authorized Representative: _____

Title: Superintendent of Schools *Date:* 12/2/14

Firm Name: The School Board of Miami-Dade County, Florida *Fed. ID No.* 59-6000572

Address: 1450 N.E. 2nd Ave. *City/ State/Zip:* Miami, Florida 33132

Telephone: 305 995-1429 *Fax:* (305) 995-1488 *E-mail:* ACarvalho@dadeschools.net

DORI SLOSBERG DRIVER EDUCATION SAFETY ACT

Exhibit A

duplicate certifi-
r any assignment
reason to believe
person who vio-
ony of the third
s. 775.082, s.

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tions.—Any per-
provision of ss.
y is not otherwise
violation, punish-

CHAPTER 318

DISPOSITION OF TRAFFIC INFRACTIONS

18.11 Short title.
18.12 Purpose.
18.121 Preemption of additional fees, fines, surcharges, and costs.
18.1215 Dori Slosberg Driver Education Safety Act.
18.13 Definitions.
18.14 Noncriminal traffic infractions; exception; procedures.
18.143 Sanctions for infractions by minors.
18.1451 Driver improvement schools.
18.15 Failure to comply with civil penalty or to appear; penalty.
18.16 Appeals; stay orders; procedures.
18.17 Offenses excepted.
18.18 Amount of civil penalties.
18.19 Infractions requiring a mandatory hearing.
18.20 Notification; duties of department.
18.21 Disposition of civil penalties by county courts.
18.30 Legislative intent.
18.31 Objectives.
18.32 Jurisdiction; limitations.
18.325 Jurisdiction and procedure for parking infractions.
318.33 Appeals.
318.34 Qualifications.
318.35 Term of office.
318.36 Code of ethics.
318.37 Funding.
318.38 Nonseverability.

318.11 Short title.—This chapter may be known and cited as the "Florida Uniform Disposition of Traffic Infractions Act."

History.—s. 1, ch. 74-377.

318.12 Purpose.—It is the legislative intent in the adoption of this chapter to decriminalize certain violations of chapter 316, the Florida Uniform Traffic Control Law, chapter 320, Motor Vehicle Licenses, chapter 322, Drivers' Licenses, chapter 338, Florida Intrastate Highway System and Toll Facilities, and chapter 1006, Support of Learning, thereby facilitating the implementation of a more uniform and expeditious system for the disposition of traffic infractions.

History.—s. 1, ch. 74-377; s. 1, ch. 79-27; s. 21, ch. 83-216; s. 13, ch. 84-350; s. 247, ch. 99-248; s. 962, ch. 2002-387.

318.121 Preemption of additional fees, fines, surcharges, and costs.—Notwithstanding any general or special law, or municipal or county ordinance, additional fees, fines, surcharges, or costs other than the court costs assessed under s. 318.18(11) may not be added to the civil traffic penalties assessed in this chapter.

History.—s. 42, ch. 96-350; s. 14, ch. 97-225.

318.1215 Dori Slosberg Driver Education Safety Act.—Effective October 1, 2002, notwithstanding the provisions of s. 318.121, a board of county commissioners may require, by ordinance, that the clerk of the court collect an additional $3 with each civil traffic penalty, which shall be used to fund traffic education programs in public and nonpublic schools. The ordinance shall provide for the board of county commissioners to administer the funds. The funds shall be used for direct educational expenses and shall not be used for administration. This section may be cited as the "Dori Slosberg Driver Education Safety Act."

History.—s. 96, ch. 2002-20.

318.13 Definitions.—The following words and phrases, when used in this chapter, shall have the meanings respectively ascribed to them in this section, except where the context otherwise requires:

(1) "Department" means Department of Highway Safety and Motor Vehicles, defined in s. 20.24, or the appropriate division thereof.

(2) "Suspension" means that a licensee's privilege to drive a motor vehicle is temporarily withdrawn.

(3) "Infraction" means a noncriminal violation that may require community service hours under s. 316.027(4), but is not punishable by incarceration and for which there is no right to a trial by jury or a right to court-appointed counsel.

(4) "Official" means any judge authorized by law to preside over a court or hearing adjudicating traffic infractions.

(5) "Officer" means any law enforcement officer charged with and acting under his or her authority to arrest persons suspected of, or known to be, violating statutes or ordinances regulating traffic or the operation or equipment of vehicles. "Officer" includes any individual employed by a sheriff's department or the police department of a chartered municipality who is acting as a traffic infraction enforcement officer as provided in s. 316.640.

History.—s. 1, ch. 74-377; s. 1, ch. 76-183; s. 1, ch. 77-119; s. 12, ch. 84-300; s. 207, ch. 95-148; s. 83, ch. 99-13; s. 249, ch. 99-248.

318.14 Noncriminal traffic infractions; exception; procedures.—

(1) Except as provided in ss. 318.17 and 320.07(3)(c), any person cited for a violation of chapter 316, s. 320.0605, s. 320.07(3)(a) or (b), s. 322.065, s. 322.15(1), s. 322.16(2) or (3), s. 322.161(5), s. 322.19, or s. 1006.66(3) is charged with a noncriminal infraction and must be cited for such an infraction and cited to appear before an official. If another person dies as a result of the noncriminal infraction, the person cited may be required to perform 120 community service hours under s. 316.027(4), in addition to any other penalties.

(2) Except as provided in s. 316.1001(2), any person cited for an infraction under this section must sign and accept a citation indicating a promise to appear. The officer may indicate on the traffic citation the time and location of the scheduled hearing and must indicate the applicable civil penalty established in s. 318.18.

ORDINANCE #02-167

Exhibit B

Approved _____ Mayor
Veto _____
Override _____

Substitute
Agenda Item No. 4(C)
9-24-02

ORDINANCE NO. 02-167

ORDINANCE PERTAINING TO TRAFFIC AND MOTOR VEHICLES; PROVIDING ADDITIONAL PENALTY FOR CIVIL TRAFFIC VIOLATIONS TO FUND DRIVERS EDUCATION PROGRAMS; PROVIDING FOR DISTRIBUTION; CREATING SECTION 11-10 OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA; PROVIDING SEVERABILITY, INCLUSION IN THE CODE, AND AN EFFECTIVE DATE

WHEREAS, Section 98 of Chapter 2002-20, Laws of Florida known as the "Dori Slosberg Driver Education Safety Act" authorizes this Board to enact an ordinance requiring the clerk of the court to collect an additional $3.00 with each civil traffic penalty to be used to fund traffic education programs in public and non-public schools; and

WHEREAS, it is respectfully requested that the courts of the 11th Judicial Circuit not waive the civil penalty provided by this ordinance,

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA:

Section 1. The aforementioned recitations are incorporated herein by reference.

Section 2. Section 11-10 of the Code of Miami-Dade County is hereby created as follows:

Sec. 11-10. Drivers Education Safety Trust Fund.

(A) Pursuant to Section 98 of Chapter 2002-20, Laws of Florida, the clerk of the court is hereby directed to collect

an additional three dollars ($3.00) with each civil traffic penalty. Notwithstanding the aforegoing, this section shall not be construed to apply to parking violations.

(B) Funds collected by the clerk pursuant to this section shall be forwarded to the County and deposited into a separate account to be used to financially assist driver education programs in the public and non-public schools. It is further provided that such funds shall be used for direct educational expenses and shall not be used for administration.

(C) In order to receive grants from the Driver Education Safety Trust Fund, programs shall be selected as program recipients on the basis of selection procedures which shall be developed by the County Manager and approved by resolution of the Board of County Commissioners. Final grant approvals shall be made by the Board of County Commissioners on an annual basis upon recommendation by the County Manager.

Section 3. If any section, subsection, sentence, clause or provision of this ordinance is held invalid, the remainder of this ordinance shall not be affected by such invalidity.

Section 4. It is the intention of the Board of County Commissioners, and it is hereby ordained that the provisions of this ordinance, including any sunset provision, shall become and be made a part of the Code of Miami-Dade County, Florida. The sections of this ordinance may be renumbered or relettered to accomplish such intention, and the word "ordinance" may be changed to "section," "article," or other appropriate word.

Section 5. This ordinance shall become effective ten (10) days after the date of enactment unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MEMORANDUM

Supplement to
Agenda Item No. 4(C)
and Substitute 4(C)

TO: Honorable Chairperson and Members
Board of County Commissioners

DATE: September 24, 2002

SUBJECT: Ordinance pertaining to traffic and motor vehicles

FROM: Steve Shiver
County Manager

The proposed ordinance pertaining to traffic and motor vehicles imposes a $3 assessment on civil traffic penalties excluding parking tickets. The money will be used by schools to enhance Driver Education Programs and will have a positive fiscal impact to Miami-Dade County. Should the assessment become mandatory, it is estimated that collections would be approximately $1.2 million. However, should this assessment not become mandatory, then actual collections could be much lower. Furthermore, in the first year of its inception, some costs would be incurred to cover programming activities required for system changes to capture this fee. At this moment, the programming costs are still being assessed by the Clerk's office.

Section 6. This ordinance does not contain a sunset provision.

PASSED AND ADOPTED: SEP 24 2002

Approved by County Attorney as
to form and legal sufficiency: [illegible]

Prepared by: CHC

Craig H. Coller

Sponsored by Commissioner Natacha Seijas
and Commissioner Katy Sorenson

RESOLUTION # R-618-03

Exhibit C

Approved _____ Mayor

Veto _____

Override _____

Agenda Item No. 7(L)(1)(A)
6-3-03

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

RESOLUTION NO. R-618-03

RESOLUTION ADOPTING PROCEDURES FOR THE SELECTION OF DRIVERS EDUCATION PROGRAMS AS GRANT RECIPIENTS OF FUNDS COLLECTED PURSUANT TO THE DRIVERS EDUCATION SAFETY TRUST FUND

WHEREAS, pursuant to Ordinance No. 02-167, the Board of County Commissioners established the Drivers Education Safety Trust Fund and directed the County Manager to develop selection procedures for adoption by this Board for the award of grants to Driver Education Programs,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that the Board of County Commissioners hereby adopts the attached selection procedures for distribution of funds to driver education programs from the Drivers Education Safety Trust Fund.

The foregoing resolution was offered by Commissioner Dorrin D. Rolle who moved its adoption. The motion was seconded by Commissioner Jose "Pepe" Diaz and upon being put to a vote, the vote was as follows:

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

MEMORANDUM

(Revised)

TO: Honorable Chairperson and Members
Board of County Commissioners

DATE: June 3, 2003

FROM: Robert A. Ginsburg
County Attorney

SUBJECT: Agenda Item No. 7(L)(1

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

The Chairperson thereupon declared the resolution duly passed and adopted this 3rd day of June, 2003. 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.

Murray A. Greenberg

By: KAY SULLIVAN
Deputy Clerk

MEMORANDUM

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

TO: Honorable Chairperson and Members
Board of County Commissioners

DATE: June 3, 2003

SUBJECT: Driver's Education Safety Trust Fund

FROM: Steve Shiver
County Manager

RECOMMENDATION

It is recommended that the Board adopt the attached selection procedures for the awarding of a grant(s) to a Driver's Education Program(s). Upon the adoption of this resolution, the Office of the County Manager will advertise the availability of a grant(s), accept and evaluate applications, and appoint a review panel for recommending a recipient(s) to the Board of County Commissioners.

BACKGROUND

Pursuant to the The Dori Slosberg Driver Education Safety Act, 318.1215, Florida Statutes effective October 1, 2002, the Board of County Commissioners approved Ordinance No. 02-167 on September 24, 2002, creating the Driver's Education Safety Trust Fund. The Ordinance directed the Manager to develop selection procedures and present these to the Board for approval.

The Selection procedures are attached to the Resolution. Those procedures include both the Criteria for Selection as well as the proposed Scoring by the review panel.

Final grant approvals shall be made by the Board of County Commissioners on an annual basis upon recommendation of the County Manager. The grant(s) could be used to cover costs incurred since last October.

The fund began collections in October, 2002. Effective April 17, 2003, it has accumulated $405,000 with the March collection rate reaching approximately $94,000, an increase of approximately $10,000 over February's rate. If the collections continue at this rate, the anticipated projected collections for FY 2002-03, the first year of operation may slightly exceed $1,000,000.

Attachment

Cmo/06103

ATTACHMENT

COUNTY MANAGER PROPOSED SELECTION PROCEDURES FOR THE DISTRIBUTION OF THE DRIVER'S EDUCATION SAFETY TRUST FUND

CRITERIA:

- The grant(s) must be awarded to a public school system or not-for-profit private school(s) that offers the opportunity to learn to drive. It is provided, however, that this grant(s) shall not be awarded to private driving school(s) established principally for the purpose of driver education.
- Curriculum must include behind the wheel experience
- The driver's education must be offered to private as well as public school students in Miami-Dade County
- The grantee must agree to provide appropriate accountability/reporting procedures denoting all of the above
- Funds must not be used for administrative/overhead expenses.

SCORING:

A score sheet will be used, gauging the following:

1. The quality of the proposed curriculum/program design as well as the extent to which it includes behind the wheel experience (40 percent)
2. The extent to which the grantee intends to accommodate private as well as public school students (30 percent)
3. Stated compliance with reporting requirements on the above (15 percent)
4. How reasonable the budget proposal appears (15 percent)

RESOLUTION # R-864-04

"EXHIBIT E"

MEMORANDUM

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

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

DATE: July 13, 2004

FROM: George M. Burgess County Manager

SUBJECT: Driver's Education Safety Trust Fund

RECOMMENDATION

It is recommended that the Board award a grant from the Driver's Education Safety Trust Fund (the "Trust Fund") to Miami-Dade County Public Schools in an amount not to exceed total fund collections for the period October 1, 2003 to September 30, 2004, estimated to be approximately $1.1 million, and authorize the Manager to negotiate, execute, and amend the existing interlocal agreement with Miami-Dade County Public Schools for this purpose after approval by the County Attorney's Office. It is also recommended that the Board adopt the attached, revised selection procedures for the annual distribution of the Trust Fund and authorize the Manager to place an advertisement for FY 2004-05 Trust Fund collections requesting letters of interest from qualified organizations.

BACKGROUND

Pursuant to the Dori Slosberg Driver Education Safety Act, 318.1215, Florida Statutes, effective October 1, 2002, the Board approved Ordinance No. 02-167 on September 24, 2002, creating the Trust Fund and directing the Manager to develop selection procedures for the Board's approval. Pursuant to Resolution R-618-03, the County approved selection procedures and thereafter advertised the availability of grant funding from the Trust Fund in June 2003. On July 22, 2003, the Board adopted Resolution R-858-03 awarding a Trust Fund grant to Miami-Dade County Public Schools in an amount not to exceed total Trust Fund collections for the period October 1, 2002 to September 30, 2003. The resulting interlocal agreement provided for payment in arrears to Miami-Dade County Public Schools for Driver's Education provided during the period October 1, 2002 to September 30, 2003.

The recommendations to extend the existing interlocal agreement with Miami-Dade County Public Schools and adopt the attached, revised procedures are based on the County's experience in implementing a competitive process last year to award the first year of Trust Fund collections; the fact that only one organization, Miami-Dade County Public Schools, responded to the notice of the availability of grant funds and picked up the application materials; only one application, from Miami-Dade County Public Schools, was received by the County; and that no other organization has expressed interest in these funds. An additional consideration was the criteria established by the Board to select organizations for grant awards. These criteria require that: grant funds are to support driver's education programs offered by a public school system or non-profit private school; private driving schools established principally for the purpose of driver education are not eligible;

the curriculum must include behind the wheel experience; driver's education must be offered to private as well as public school students; the grantee must agree to provide appropriate accountability and reporting procedures; and funds may not be used for administrative/overhead expenses. Therefore, it is recommended that the Board approve the revised selection procedures and that authority be granted to the County Manager to negotiate, execute, and amend the existing interlocal agreement with Miami-Dade County Public Schools awarding grant funds, as it is in the best interest of the County.

Assistant County Manager

Cmo010204

MEMORANDUM

(Revised)

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

DATE: July 13, 2004

FROM: Robert A. Ginsburg
County Attorney

SUBJECT: Agenda Item No. 7(L)(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

3

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

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 7(L)(1)(A)
7-13-04

RESOLUTION NO. R-864-04

RESOLUTION APPROVING THE COUNTY MANAGER'S RECOMMENDATION FOR GRANT AWARD TO MIAMI-DADE COUNTY PUBLIC SCHOOLS FROM THE DRIVER'S EDUCATION SAFETY TRUST FUND, AUTHORIZING THE MANAGER TO NEGOTIATE, EXECUTE, AND AMEND EXISTING INTERLOCAL AGREEMENT, ADOPTING REVISED ANNUAL SELECTION PROCEDURES, AND AUTHORIZING THE MANAGER TO ADVERTISE THE AVAILABILITY OF FY 2004-2005 GRANT FUNDS

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 COMMISSSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that the recommendations for grant award and the adoption of annual selection procedures set forth in the County Manager's memorandum be approved, that the County Manager be authorized to negotiate, execute, and amend the existing interlocal agreement with Miami-Dade County Public Schools for this purpose, and that the County Manager be authorized to advertise the availability of FY 2004-05 grant funds.

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

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

The Chairperson thereupon declared the resolution duly passed and adopted this 13th day of July, 2004. This Resolution and contract, if not vetoed, shall become effective in accordance with Resolution No. R-377-04.

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

HARVEY RUVIN, CLERK

Approved by County Attorney as
to form and legal sufficiency.

Craig H. Coller

By: _____
Deputy Clerk

ATTACHMENT

REVISED SELECTION PROCEDURES FOR THE ANNUAL DISTRIBUTION OF THE DRIVER'S EDUCATION SAFETY TRUST FUND

Criteria

- The grant(s) must be awarded to a public school system or non-profit private school(s) that offers the opportunity to learn to drive
- It is provided, however, that this grant(s) shall not be awarded to private driving school(s) established principally for the purpose of driver education.
- Curriculum must include behind the wheel experience
- The driver's education must be offered to private as well as public school students in Miami-Dade County
- Funds must not be used for administrative/overhead expenses
- The grantee must agree to provide appropriate accountability/reporting procedures denoting all of the above

Process

- Advertise availability of Driver's Education Safety Trust Fund grants and request letters of interest from qualified organizations
- Receive letters of interest and review eligibility of respondents based on the above criteria
- If only one letter of interest from a qualified organization is received, then the County Manager, or his designee, will negotiate an agreement and submit it to the Board for approval
- If more than one letter of interest from qualified organizations is received, then a competitive process will be conducted utilizing the scoring below, and the County Manager will present a recommendation for grant award(s) to the Board for approval

Scoring (as needed)

A score sheet will be used, gauging the following:

- The quality of the proposed curriculum/program design as well as the extent to which it includes behind the wheel experience (40 percent)
- The extent to which the grantee intends to accommodate private as well as public school students (30 percent)
- Stated compliance with reporting requirements (15 percent)
- How reasonable the budget proposal appears (15 percent)

cmo10204a

RESOLUTION # R-741-13

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

Memorandum

MIAMI-DADE COUNTY

Date: September 17, 2013

To: Honorable Chairwoman Rebeca Sosa and Members, Board of County Commissioners

Agenda Item No. 8(G)(1)

From: Carlos A. Gimenez Mayor

Resolution No. R-741-13

Subject: Interlocal Agreement in the amount of $2,519,619.35 between The Miami-Dade County School Board and Miami-Dade County for the provision of Drivers' Education

Recommendation
It is recommended that the Board of County Commissioners (Board) approve the attached Interlocal Agreement between the County and the Miami-Dade County School Board (School Board) for the provision of Drivers' Education by the School Board in the amount of $2,519,619.35. This amount will be paid from the Driver's Education Safety Trust Fund (Trust Fund) available for the period of October 1, 2011 to September 30, 2012, and provides for payment in arrears for services rendered during that period. The significant increase in the amount requested from the previous year (which was $388,095.00) is due to the School Board's decision to again provide Driver's Education programs in high schools as opposed to just their adult education facilities. Funding covers all costs associated with providing classroom and behind the wheel instruction to students at thirty-six public high schools throughout the County.

Scope
The impact of this item is countywide in nature as Driver's Education programs are provided in public schools throughout the County.

Fiscal Impact/Funding Source
There is no fiscal impact to the County with the approval of this item.

Pursuant to the Dori Slosberg Driver Education Safety Act, 318.1215, Florida Statutes, effective October 1, 2002, the Board approved Ordinance No. 02-167 on September 24, 2002, creating the Driver's Education Safety Trust Fund. The Ordinance also required the Clerk of the Court to collect an additional $3.00 with each civil traffic penalty to be used to fund traffic education programs, and directed the Administration to develop selection procedures for adoption by the Board for the award of grants to Driver Education Programs.

Track Record/Monitor
Pursuant to resolutions R-618-03 and R-864-04, the Board approved selection procedures, including criteria, for the distribution of grants from the Trust Fund. To date, the School Board has been the only recipient of funding from the Trust Fund since FY 2003-2004. The Office of Management and Budget, Grants Coordination (OMB-GC) will be responsible for monitoring this Interlocal Agreement.

Background
The selection procedures for the Trust Fund require the County to advertise the availability of Driver's Education Safety Trust Fund grants and request letters of interest from qualified organizations. The adopted criteria require the following:

- grant funds support driver's education programs offered by a public school system or nonprofit private school;
- private driving schools established principally for the purpose of driver education are not eligible; curriculum must include behind the wheel experience;
- driver's education must be offered to private as well as public school students;
- grantee must agree to provide appropriate accountability and reporting procedures; and
- funds may not be used for administrative/overhead expenses.

The adopted procedures further require that if only one letter of interest from a qualified organization is received, then the County Mayor or the County Mayor's designee will negotiate an agreement and submit it to the Board for approval. For this cycle, the School Board was the only eligible organization to submit a letter of interest.

Attachments

Elisa M. Martinez
Senior Advisor, Office of the Mayor

MEMORANDUM

(Revised)

TO: Honorable Chairwoman Rebeca Sosa and Members, Board of County Commissioners

DATE: September 17, 2013

FROM: R. A. Cuevas, Jr. County Attorney

SUBJECT: Agenda Item No. 8(G)(1)

Please note any items checked.

_____	"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
_____	Ordinance creating a new board requires detailed County Mayor's report for public hearing
_____	No committee review
_____	Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous _____) to approve
✓	Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(G)(1)
9-17-13

RESOLUTION NO. R-741-13

RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT WITH THE MIAMI-DADE COUNTY SCHOOL BOARD FOR THE PROVISION OF DRIVER'S EDUCATION FOR $2,519,619.35; AND AUTHORIZING THE COUNTY MAYOR OR THE MAYOR'S DESIGNEE TO EXERCISE ANY AND ALL OTHER 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 approves the interlocal agreement for Driver's Education, attached to this resolution as Exhibit A, for $2,519,619.35, from the Driver's Education Safety Trust Fund, between the Miami-Dade County School Board and Miami-Dade County; authorizes the County Mayor or the Mayor's designee to execute the same for and on behalf of Miami-Dade County and to execute amendments following review and approval for legal sufficiency by the County Attorney's Office; and authorizes the County Mayor or the Mayor's designee to exercise any and all other rights conferred therein.

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

Rebeca Sosa, Chairwoman	aye		
Lynda Bell, Vice Chair	absent		
Bruno A. Barreiro	absent	Esteban L. Bovo, Jr.	aye
Jose "Pepe" Diaz	absent	Audrey M. Edmonson	aye
Sally A. Heyman	aye	Barbara J. Jordan	aye
Jean Monestime	aye	Dennis C. Moss	absent
Sen. Javier D. Souto	absent	Xavier L. Suarez	aye
Juan C. Zapata	absent		

The Chairperson thereupon declared the resolution duly passed and adopted this 17th day of September, 2013. 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

By: Christopher Agrippa
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Estephanie S. Resnik