



**REQUEST FOR PROPOSALS (RFP) No.RFP-00327
FOR
ACOUSTIC GUNSHOT DETECTION SOLUTION**

PRE-PROPOSAL CONFERENCE/SITE VISIT TO BE HELD:

March 29, 2016 at 10:00 AM (local time) - Site Visit to Follow
111 NW 1st Street, 13th Floor, Conf. Rm. A, Miami, Florida

ISSUED BY MIAMI-DADE COUNTY:

Internal Services Department, Procurement Management Services Division
for
Miami-Dade Police Department

COUNTY CONTACT FOR THIS SOLICITATION:

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PROPOSAL RESPONSES DUE:

April 18, 2016 at 6:00 PM (local time)

Electronic proposal responses to this RFP are to be submitted through a secure mailbox at BidSync until the date and time as indicated in this document. It is the sole responsibility of the Proposer to ensure its proposal reaches BidSync before the Solicitation closing date and time. There is no cost to the Proposer to submit a proposal in response to a Miami-Dade County solicitation via BidSync. Electronic proposal submissions may require the uploading of electronic attachments. The submission of attachments containing embedded documents or proprietary file extensions is prohibited. All documents should be attached as separate files. All proposals received and time stamped through the County's third party partner, BidSync, prior to the proposal submittal deadline shall be accepted as timely submitted. The circumstances surrounding all proposals received and time stamped after the proposal submittal deadline will be evaluated by the procuring department in consultation with the County Attorney's Office to determine whether the proposal will be accepted as timely. Proposals will be opened promptly at the time and date specified. The responsibility for submitting a proposal on or before the stated time and date is solely and strictly the responsibility of the Proposer. The County will in no way be responsible for delays caused by technical difficulty or caused by any other occurrence. All expenses involved with the preparation and submission of proposals to the County, or any work performed in connection therewith, shall be borne by the Proposer(s).

A Proposer may submit a modified proposal to replace all or any portion of a previously submitted proposal up until the proposal due date. The County will only consider the latest version of the proposal. For competitive bidding opportunities available, please visit the County's Internal Services Department website at: <http://www.miamidade.gov/procurement/>.

Requests for additional information or inquiries must be made in writing and submitted using the question/answer feature provided by BidSync at www.bidsync.com. The County will issue responses to inquiries and any changes to this Solicitation it deems necessary in written addenda issued prior to the proposal due date (see **addendum section of BidSync Site**). Proposers who obtain copies of this Solicitation from sources other than through BidSync risk the possibility of not receiving addenda and are solely responsible for those risks.

1.0 PROJECT OVERVIEW AND GENERAL TERMS AND CONDITIONS

1.1 Introduction

Miami-Dade County, hereinafter referred to as the County, as represented by the Miami-Dade County Police Department, hereinafter referred to as MDPD, is soliciting proposals for a turnkey Acoustic Gunshot Detection Solution (AGDS) in specified areas of the County, inclusive of hardware/devices, hosting services, software, implementation, all installation aspects, training, customization, integration, professional services, and ongoing maintenance and technical support.

The County anticipates awarding a contract for a five (5) year period, with five (5), one (1)-year options to renew, at the County's sole discretion.

The anticipated schedule for this Solicitation is as follows:

Solicitation Issued:	March 10, 2016
Pre-Proposal Conference/Site Visit:	See front cover for date, time, and place. The Pre-Proposal Conference/Site Visit will include a tour of potentially included Geographic Detection Zones to allow proposers to conduct an assessment of the hardware/devices required to meet the requirements outlined in Section 2.0, Scope of Services. Attendance is STRONGLY recommended but not mandatory. If you need a sign language interpreter or materials in accessible format for this event, please call the ADA Coordinator at (305) 375-2013 or email hjwrig@miamidade.gov at least five days in advance.
Deadline for Receipt of Questions:	April 1, 2016 at 6:00 PM via BidSync
Proposal Due Date:	See front cover for date and time.
Evaluation Process:	May – August 2016
Projected Award Date:	October 2016

1.2 Definitions

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

1. The words "Acoustic Vetting" means that a qualified individual or team of individuals must monitor potential incidents 24 hours per day, 7 days per week basis to validate the occurrence of gunshots in the selected zones, and provide a response to the applicable County service described in the Proposer Information document.
2. The word "Contractor" to mean the Proposer that receives any award of a contract from the County as a result of this Solicitation, also to be known as "the prime Contractor".
3. The word "County" to mean Miami-Dade County, a political subdivision of the State of Florida.
4. The word "Hosted" to mean the Proposer is to provide the hardware, software, and services related to the storage of data collected, and provide a web based end user application as described in the Proposer Information document.
5. The word "Proposal" to mean the properly signed and completed written submission in response to this solicitation by a Proposer for the Services, and as amended or modified through negotiations.
6. The word "Proposer" to mean the person, firm, entity or organization, as stated on the Solicitation Submittal Form, submitting a response to this Solicitation.
7. The words "Scope of Services" to mean Section 2.0 of this Solicitation, which details the work to be performed by the Contractor.
8. The word "Solicitation" to mean this Request for Proposals (RFP) or Request for Qualifications (RFQ) document, and all associated addenda and attachments.
9. The word "Subcontractor" to mean any person, firm, entity or organization, other than the employees of the Contractor, who contracts with the Contractor to furnish labor, or labor and materials, in connection with the Services to the County, whether directly or indirectly, on behalf of the Contractor.
10. The words "Work", "Services", "Program", or "Project" to mean all matters and things that will be required to be done by the Contractor in accordance with the Scope of Services and the terms and conditions of this Solicitation.

1.3 General Proposal Information

The County may, at its sole and absolute discretion, reject any and all or parts of any or all responses; accept parts of any and all responses; further negotiate project scope and fees; postpone or cancel at any time this Solicitation process; or waive any irregularities in this Solicitation or in the responses received as a result of this process. In the event that a Proposer wishes to take an exception to

any of the terms of this Solicitation, the Proposer shall clearly indicate the exception in its proposal. No exception shall be taken where the Solicitation specifically states that exceptions may not be taken. Further, no exception shall be allowed that, in the County's sole discretion, constitutes a material deviation from the requirements of the Solicitation. Proposals taking such exceptions may, in the County's sole discretion, be deemed nonresponsive. The County reserves the right to request and evaluate additional information from any respondent regarding respondent's responsibility after the submission deadline as the County deems necessary.

The submittal of a proposal by a Proposer will be considered a good faith commitment by the Proposer to negotiate a contract with the County in substantially similar terms to the proposal offered and, if successful in the process set forth in this Solicitation and subject to its conditions, to enter into a contract substantially in the terms herein. Proposals shall be irrevocable until contract award unless the proposal is withdrawn. A proposal may be withdrawn in writing only, addressed to the County contact person for this Solicitation, prior to the proposal due date or upon the expiration of 180 calendar days after the opening of proposals.

Proposers are hereby notified that all information submitted as part of, or in support of proposals will be available for public inspection after opening of proposals, in compliance with Chapter 119, Florida Statutes, popularly known as the "Public Record Law". The Proposer shall not submit any information in response to this Solicitation which the Proposer considers to be a trade secret, proprietary or confidential. The submission of any information to the County in connection with this Solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to Proposer. In the event that the Proposer submits information to the County in violation of this restriction, either inadvertently or intentionally, and clearly identifies that information in the proposal as protected or confidential, the County may, in its sole discretion, either (a) communicate with the Proposer in writing in an effort to obtain the Proposer's written withdrawal of the confidentiality restriction or (b) endeavor to redact and return that information to the Proposer as quickly as possible, and if appropriate, evaluate the balance of the proposal. Under no circumstances shall the County request the withdrawal of the confidentiality restriction if such communication would in the County's sole discretion give to such Proposer a competitive advantage over other proposers. The redaction or return of information pursuant to this clause may render a proposal non-responsive.

Any Proposer who, at the time of proposal submission, is involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law or any state insolvency law, may be found non-responsible. To request a copy of any ordinance, resolution and/or administrative order cited in this Solicitation, the Proposer must contact the Clerk of the Board at (305) 375-5126.

1.4 Cone of Silence

Pursuant to Section 2-11.1(t) of the Miami-Dade County Code, as amended, a "Cone of Silence" is imposed upon each RFP or RFQ after advertisement and terminates at the time a written recommendation is issued. The Cone of Silence prohibits any communication regarding RFPs or RFQs between, among others:

- potential Proposers, service providers, lobbyists or consultants **and** the County's professional staff including, but not limited to, the County Mayor and the County Mayor's staff, County Commissioners or their respective staffs;
- the County Commissioners or their respective staffs **and** the County's professional staff including, but not limited to, the County Mayor and the County Mayor's staff; or
- potential Proposers, service providers, lobbyists or consultants, any member of the County's professional staff, the Mayor, County Commissioners or their respective staffs **and** any member of the respective Competitive Selection Committee.

The provisions do not apply to, among other communications:

- oral communications with the staff of the Vendor Services Section, the responsible Procurement Contracting Officer, provided the communication is limited strictly to matters of process or procedure already contained in the solicitation document;
- oral communications at pre-proposal conferences and oral presentations before Competitive Selection Committees during any duly noticed public meeting, public presentations made to the Board of County Commissioners during any duly noticed public meeting;
- recorded contract negotiations and contract negotiation strategy sessions; or
- communications in writing at any time with any county employees, official or member of the Board of County Commissioners unless specifically prohibited by the applicable RFP or RFQ documents.

When the Cone of Silence is in effect, all potential vendors, service providers, bidders, lobbyists and consultants shall file a copy of any written correspondence concerning the particular RFP or RFQ with the Clerk of the Board, which shall be made available to any person upon request. The County shall respond in writing (if County deems a response necessary) and file a copy with the Clerk of the Board, which shall be made available to any person upon request. Written communications may be in the form of e-mail, with a copy to the Clerk of the Board at clerkbcc@miamidade.gov.

All requirements of the Cone of Silence policies are applicable to this Solicitation and must be adhered to. Any and all written communications regarding the Solicitation are to be submitted only to the Procurement Contracting Officer with a copy to the Clerk of the Board. The Proposer shall file a copy of any written communication with the Clerk of the Board. The Clerk of the Board shall make copies available to any person upon request.

1.5 Communication with Competitive Selection Committee Members

Proposers are hereby notified that direct communication, written or otherwise, to Competitive Selection Committee members or the Competitive Selection Committee as a whole are expressly prohibited. Any oral communications with Competitive Selection Committee members other than as provided in Section 2-11.1 of the Miami-Dade County Code are prohibited.

1.6 Public Entity Crimes

Pursuant to Paragraph 2(a) of Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal for a contract to provide any goods or services to a public entity; may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and, may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

1.7 Lobbyist Contingency Fees

- a) In accordance with Section 2-11.1(s) of the Code of Miami-Dade County, after May, 16, 2003, no person may, in whole or in part, pay, give or agree to pay or give a contingency fee to another person. No person may, in whole or in part, receive or agree to receive a contingency fee.
- b) A contingency fee is a fee, bonus, commission or non-monetary benefit as compensation which is dependent on or in any way contingent upon the passage, defeat, or modification of: 1) any ordinance, resolution, action or decision of the County Commission; 2) any action, decision or recommendation of the County Mayor or any County board or committee; or 3) any action, decision or recommendation of any County personnel during the time period of the entire decision-making process regarding such action, decision or recommendation which foreseeably will be heard or reviewed by the County Commission or a County board or committee.

1.8 Collusion

In accordance with Section 2-8.1.1 of the Code of Miami-Dade County, where two (2) or more related parties, as defined herein, each submit a proposal for any contract, such proposals shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such proposals. Related parties shall mean Proposer or the principals thereof which have a direct or indirect ownership interest in another Proposer for the same contract or in which a parent company or the principals thereof of one Proposer have a direct or indirect ownership interest in another Proposer for the same contract. Proposals found to be collusive shall be rejected. Proposers who have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive bidding may be terminated for default.

2.0 SCOPE OF SERVICES

2.1 Background

The County's land mass covers over 2,400 square miles. Less than half of that area is developed. The developed area supports 2.6 million residents and over 13 million annual visitors. MDPD provides specialized services to the entire county, including municipalities that have their own police department. MDPD is solely responsible for law enforcement services to about half of the

County's residents with approximately 2,000 sworn personnel. Because random and intentional gunfire are significant problems, MDPD has taken an aggressive stance to curtail gun violence.

MDPD desires to develop and implement a comprehensive, analysis-and forensic-driven approach to reduce gun violence within the region by incorporating gunshot detection technology as a component of a larger initiative. This initiative will be innovative because it:

- Has not been widely implemented in the region.
- Takes a *regional* approach in lieu of *jurisdictional*.
- Takes an interdisciplinary approach.
- Integrates disparate resources and related resources.
- Technology-driven (not manpower intensive).
- Directly feeds information to MDPD Real Time Crime Center
- Directly feeds information to MDPD Communications Bureau for dispatch

2.2 Current Operating Environment

There are multiple areas that are plagued by gunshot incidents. Such areas are several square miles each. The frequency of gunshots in these areas has compelled MDPD to modernize its methods of response. Such modernization will increase the accuracy of locating gunshot incidents, will expedite the response times thereto, and will improve the likelihood of obtaining invaluable forensic evidence.

To help address such gunshot incidents, numerous initiatives have been in place for many years. These initiatives, implemented at varying but significant cost, included:

- Area saturation
- Line patrol
- Anonymous "tip lines"
- Non-secular public appeals
- Secular public appeals
- Community involvement
- Community-oriented policing

The efficacy of these initiatives is varied.

For gunshot incidents, multiple problems hamper MDPD response:

- No report from the public
 - Did not hear the incident
 - Did not recognize the incident as a gunshot
 - Did not care
- Delayed report from the public
 - Fear of reporting/becoming involved
 - Did not feel compelled to report
 - Did not know how to report
 - Delayed reporting often eliminates evidence
 - No timely apprehension of subject
 - Forensic evidence reduced or eliminated
- Inaccurate report from the public
 - Incorrect time or date
 - Incorrect location
 - Incorrect quantity of shots fired
 - Incorrect type of weapon identified
 - Incorrect reporting of engine backfire or firework as gunshot

Regardless of the reason, delayed or inaccurate information causes a delayed, incorrect, or insufficient response from MDPD. Such delays lead to the loss of forensic evidence:

- cartridge cases
- projectiles
- bodily fluids/DNA
- footprints
- theft of weapon left on scene
- other evidence tampering by indigenous personnel
- video

2.3 Desired Solution Functionality

It is critical for MDPD to increase gunshot detection location accuracy, expedite response times, apprehend fleeing subjects, and improve the likelihood of obtaining forensic evidence.

To help fulfill its mission, MDPD requires a turnkey Acoustic Gunshot Detection Solution (AGDS) inclusive of hardware/devices, hosting services, software, implementation, training, custom reports, professional services, and ongoing maintenance and technical support to provide coverage for defined Gunshot Detection Zones (GDZ) as listed below:

- GDZ #1 (4 square miles)
- GDZ #2 (2 square miles)
- GDZ #3 (2 square miles)

To avoid vandalism or any other possibility of the deployed hardware being compromised, geographic boundary information will be provided to the selected Proposer.

The acoustic gunshot detection solution should provide the following functionality:

1. Provide vetted confirmation within 60 seconds of gunshot detection.
2. Provide exact positional data in one if the two following projections/coordinate systems:
 - NAD_1983_StatePlane_Florida_East_FIPS_0901_Feet coordinate system (x, y, and z)
WKID: 2236 Authority: EPSG
Projection: Transverse_Mercator
 - WGS_1984_Web_Mercator_Auxiliary_Sphere
WKID: 3857 Authority: EPSG
Projection: Mercator_Auxiliary_Sphere
3. Provide addresses that adhere to the United States Postal Service standards as outlined in Attachment B
4. Provide mapping capability, including overlay of incident location.
5. Provide a date and time-stamped digital recording of the incident for immediate playback.
6. Provide the ability to record the event and save all corresponding information/data
7. Provide the ability for acoustic sensors to withstand south Florida windstorm and other harsh climate conditions.
8. Provide the ability to timestamp individual gunshots to at least 1/10 of a second utilizing a Global Positioning System clock.
9. Provide the ability to network acoustic sensors together in a Wide Area Network (WAN) utilizing any/all of the following communication methods: wireless 900 MHz, hardwire, existing WAN access point, public wireless/cellular carriers (encrypted in compliance with the Federal Bureau of Investigation's Criminal Justice Information System (CJIS) Security Policy).
10. Provide the option to interface with networked video surveillance cameras remotely controlled by the MDPD.
11. Provide the ability to capture forensic information such as: exact location of each shot, exact time of each shot, and matching forensic-grade digital recordings.
12. Provide the ability to integrate with other gunshot detection solutions.
13. Provide a web-based user interface that is accessible via various web browsers for an unlimited number of MDPD users with a minimum uptime of 99.99%
14. Provide various role-based access levels (user, administrator, etc.)
15. Provide the ability to monitor the status of sensors to verify if they are online and working properly or faulty and require maintenance.
16. Provide the ability to track reported gunshots for further investigation.

2.4 System Security

The proposed AGDS must meet the following minimum system security requirements:

1. Server and related systems must be secured per Center for Internet Security (CIS) Benchmarks (Level I) as further outlined at the following link: <http://benchmarks.cisecurity.org/downloads/browse/index.cfm?category=benchmarks>
2. All vulnerabilities identified by the County's current vulnerability management platform (Qualys) using the Common Vulnerability and Exposure (CVE) system ranked as Medium or above remediated within 30 days.
3. Web applications must be free from OWASP top 20 application vulnerabilities, verified by ongoing vulnerability scans using the County's current web application vulnerability management platform (IBM Rational App Scan).
4. Must participate in the County's patch management program – any vulnerabilities discovered during security assessments, continuous monitoring or incident response activities must be patched within 30 days.
5. Event auditing and accountability must be implemented in accordance with CJIS Security Policy, section 5.4
6. Access control must be implemented in accordance with CJIS Security Policy, section 5.5 outlined at the following link: <https://www.fbi.gov/about-us/cjis/cjis-security-policy-resource-center/view>
7. User identification and authentication must be implemented in accordance with CJIS Security Policy, section 5.6
8. System and Communications Protection and Information Integrity must comply with CJIS Security Policy, section 5.10

2.5 AGDS Interfaces

The selected Proposer must provide an Application Programming Interface (API) that provides a means to extract the data collected by the AGDS. The API should meet the following desired specifications:

1. The API should be exposed via a RESTful web service
2. The content type which is returned by the web service should default to XML, but JSON should be returned if the client calls the web service with an HTTP header value of Accept: application/json; charset=utf-8
3. The content type which is returned by the web service should be gzip compressed if the client calls the web service with an HTTP header value of Accept-Encoding: gzip
4. The web service must use SSL via HTTPS
5. The selected Proposer may secure the web service via a means of authentication (Basic, Digest, etc.)
6. The selected Proposer must provide MDPD with the query criteria which must be passed when calling the web service

2.6 Implementation/Configuration/Installation Services

The selected Proposer must provide a "turn-key" system, whereby all permitting, site surveys, hardware, software, communication, function, vetting, and data deliverables are the responsibility of the selected Proposer. The selected Proposer shall be responsible for providing on-site installation, integration, software implementation, and configuration services for all components of the proposed AGDS. This should include planning and operational process redesign. The selected Proposer shall be responsible for testing the proposed AGDS and insuring proper functionality prior to launching in the production environment. The selected Proposer must perform all implementation/installation services in accordance with applicable laws, ordinances, rules, and regulations. With prior coordination with MDPD staff, there is no restriction on the time of day during which implementation/installation services can be completed. The selected Proposer shall be responsible for all aspects of installation of the hardware/devices related to the proposed AGDS, including the development of APIs. The installation shall occur on public or government property, and all permits, licenses, coordination with utilities and any other aspects related to the installation shall be the sole responsibility of and performed by the selected Proposer.

To ensure accountability and decrease the quantity of "outside" personnel who are aware of the location of deployed hardware, MDPD desires that the Proposer must be the only entity involved in the installation and maintenance. If this is not possible, the selected Proposer must detail their approach to mitigate this risk.

The selected Proposer will be responsible for project organization and management, to include the various project stages and milestones, change of Scope management, implementation and training strategies. The selected Proposer will create a project plan, and actively manage the responsibilities of their internal management team, and work with MDPD staff as required to complete the project.

The selected Proposer will be responsible for creating a plan that allows their proposed AGDS to integrate with existing gunshot detection solutions currently implemented by other municipalities/jurisdictions in areas that are contiguous to MDPD-patrolled territory. Proposers should provide a detailed description of all implementation and installation services and project timelines in the Proposer Information Section.

2.7 Professional Services

The selected Proposer will be responsible for providing a detailed explanation with their proposal response that addresses their firm's ability to provide the following Professional Services:

The selected Proposer will be responsible for providing data collected from the proposed Solution to assist MDPD with documenting incidents to assist with forensic investigation. The types of data that will be required in these investigations will include but is not limited to the exact location of each shot, exact time of each shot, and matching forensic-grade digital recordings. Assisting with recreating details from the recorded incidents may include participating in court proceedings.

Additionally, the selected Proposer will be responsible for providing Subject Matter Experts that are capable of providing Acoustic Vetting Services throughout the term of resultant contract. Such Acoustic Vetting services shall include determining the nature of a sound is a gunshot and not vehicles, fireworks, or other similar sounds. The selected Proposer must provide, at no charge, forensic and other Subject Matter Expert witnesses to assist MDPD and the Miami-Dade County State Attorney's Office in the prosecution of cases. Proposers should provide a detailed explanation of ongoing Professional Services in the Proposer Information document.

2.8 Hosting, Maintenance, and Support Services

The selected Proposer shall be solely responsible for maintaining the full functionality of the proposed AGDS, including maintenance of and upgrades to hardware/devices and associated software. In the event of theft, vandalism, weather events, or other damage to proposer-owned and proposer-operated hardware, the proposer shall be responsible for replacing the item(s) with the same or better versions at no cost to MDPD or the County.

The proposed Solution must be of the most recent release and the selected Proposer shall provide all hosting, software maintenance, and technical support services for the proposed Solution throughout the term of the contract.

A. Hosting and Software Maintenance Services

Hosting and software maintenance services, at a minimum, shall include updates and upgrades to the proposed AGDS including any developed APIs, including corrections of any substantial defects, fixes of any minor bugs, and fixes due to any conflicts with mandatory operating system security patches as well as upgrades to new version releases. Selected Proposer shall be responsible for ensuring system availability with a minimum uptime of 99.99%.

B. Technical Support Services

The selected Proposer must have technical support services available, on a toll free basis, 24 hours a day, 7 days a week, during the entire contract period with a one hour (60 minutes) or less response time to problems, with a clearly defined priority escalation process. The selected Proposer shall also provide on-site technical support when required. This on-site support may be requested when it is determined the problem cannot be corrected by telephone support. Proposers shall include a description in the proposal response outlining the support services offered and any limitations thereof.

The County's preferred escalation process is outlined below:

Severity	Definition	Response Time	Resolution Time	Status Frequency Update
1=Critical	A major component of the System is in a non-responsive state and severely affects Users' productivity or operations. A high impact problem which affects the Users.	One (1) Hour	Four (4) Hours	One (1) Hour

Severity	Definition	Response Time	Resolution Time	Status Frequency Update
2=Urgent	Any component failure or loss of functionality not covered in Severity 1, which is hindering operations, such as, but not limited to: excessively slow response time; functionality degradation; error messages; backup problems; or issues affecting the use of a module or the data.	Two (2) Hours	Eight (8) Hours	Two (2) Hours
3=Important	Lesser issues, questions, or items that minimally impact the work flow or require a work around.	4 hours	Seventy two (72) Hours	Four (4) Hours
4=Minor	Issues, questions, or items that don't impact the work flow. Issues that can easily be scheduled such as an upgrade or patch.	24 hours	One (1) Month for an acceptable work around until final resolution	Weekly Status Call

2.9 Reporting

MDPD requires the following standard reporting capabilities:

- Daily report for the 24-hour period ending at midnight
 - Total gunshots for that day
 - Inception-to-date cumulative
 - Total gunshots in each Gunshot Detection Zone
 - Inception-to-date cumulative
- Monthly report ending at midnight on the last calendar day of each month
 - Total gunshots
 - Inception-to-date cumulative
 - Total gunshots in each Gunshot Detection Zone
 - Inception-to-date cumulative
- Yearly report
 - Total gunshots
 - Inception-to-date cumulative
 - Total gunshots in each Gunshot Detection Zone
 - Inception-to-date cumulative
- A report that indicates the peak hours for gunshots in a given Gunshot Detection Zone.

In addition to standard reporting, MDPD desires ad hoc reporting features to generate reports. A report regarding the status/up time of sensors is also desired. Proposers shall provide reporting features in the Proposer Information Section.

2.10 Data Retention

The selected Proposer shall ensure retention of data in accordance with Florida Statutes and General Records Schedule GS2 as outlined in Attachment A. Additionally, on a basis determined by the County, the selected Proposer shall transmit all collected data to the County. Proposers shall describe data retention capability in the Proposer Information Section

2.11 Training

The selected Proposer shall provide training to designated persons within MDPD. Training is to include how to properly navigate all modules of the User Interface according to the individual's access level, provide applicable training documentation or manuals, and be based on training a minimum of five (5) MDPD participants.

Training shall be conducted on-site at a designated location provided by MDPD and be coordinated with approved dates/time by the authorized MDPD project manager. The selected Proposer shall supply an electronic copy of all training materials to MDPD. Additional training shall be made available via on-line videos or other resources on an ongoing basis throughout the term of the contract awarded as a result of this solicitation. Proposers should provide a detailed description of the training services to be provided in the Proposer Information Section.

2.12 Optional Functionality

In an effort to further document verified incidents, MDPD desires the ability to include closed-circuit television (CCTV) functionality in hotspot areas as they are identified. This would require modifying the existing hardware/sensor location with a CCTV camera and require access to a power source and the ability to focus the camera on the location of the detected gunshot. MDPD desires that the proposed Solution have plug-and-play capabilities to integrate with video management systems. Based on the XYZ coordinates of the gunshots detected by the acoustic sensors, the associated camera system can be automatically activated to pan-tilt-zoom cameras to help capture any nearby activities. The County currently has an existing video management system (Genetec) that may be used for this purpose. If the proposed Solution can be upgraded to include a high-definition, all-weather, video and audio camera system, Proposers should provide information regarding such system in the Proposer Information Section.

Proposers are encouraged but not required, to offer "Optional Functionality." **If a Proposer offers "Optional Functionality", it must use the attached Form 1, Section D, "Optional Functionality and Related Services."** The "Optional Functionality" are considered optional services not included in the Scope of Services or cost proposal. Optional Functionality is included for informational purposes only and will not be considered in the evaluation of Proposals. Optional Functionality may be contracted at the sole discretion of the County throughout the resultant contract term.

3.0 RESPONSE REQUIREMENTS

3.1 Submittal Requirements

In response to this Solicitation, Proposer should **complete and return the entire Proposal Submission Package**. Proposers should carefully follow the format and instructions outlined therein. All documents and information must be fully completed and signed as required and submitted in the manner described.

The proposal shall be written in sufficient detail to permit the County to conduct a meaningful evaluation of the proposed services. However, overly elaborate responses are not requested or desired.

4.0 EVALUATION PROCESS

4.1 Review of Proposals for Responsiveness

Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in this Solicitation. A responsive proposal is one which follows the requirements of this Solicitation, includes all documentation, is submitted in the format outlined in this Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the proposal being deemed non-responsive.

4.2 Evaluation Criteria

Proposals will be evaluated by a Competitive Selection Committee which will evaluate and rank proposals on criteria listed below. The Competitive Selection Committee will be comprised of appropriate County personnel and members of the community, as deemed necessary, with the appropriate experience and/or knowledge, striving to ensure that the Competitive Selection Committee is balanced with regard to both ethnicity and gender. The criteria are itemized with their respective weights for a maximum total of one hundred (100) points per Competitive Selection Committee member.

<u>Technical Criteria</u>	<u>Points</u>
1. Proposer's relevant experience, qualifications, and past performance, including relevant experience and qualifications of key personnel, including key personnel of subcontractors that will be assigned to this project	10
2. Proposed Services to be provided, including Ongoing Professional Services, Hosting, Maintenance, and Technical Support Services requested in this Solicitation	30
3. Proposer's implementation and training, including methodology, planning, installation, configuration, timeline, professional services related to project management, and training	20
4. Proposed Solution Functionality, including Proposer's ability to meet the functional and technical needs outlined in Section 2, Scope of Services, as well as proposed Solution architecture and infrastructure	30
<u>Price Criteria</u>	<u>Points</u>
5. Proposer's proposed price in accordance with best value	10

4.3 Oral Presentations

Upon evaluation of the criteria indicated above, rating and ranking, the Competitive Selection Committee may choose to conduct an oral presentation with the Proposer(s) which the Competitive Selection Committee deems to warrant further consideration based on, among other considerations, scores in clusters and/or maintaining competition. (See Affidavit – "Lobbyist Registration for Oral Presentation" regarding registering speakers in the proposal for oral presentations.) Upon completion of the oral presentation(s), the Competitive Selection Committee will re-evaluate, re-rate and re-rank the proposals remaining in consideration based upon the written documents combined with the oral presentation.

4.4 Selection Factor

This Solicitation includes a selection factor for Miami-Dade County Certified Small Business Enterprises (SBE's) as follows. A SBE/Micro Business Enterprise is entitled to receive an additional ten percent (10%) of the total technical evaluation points on the technical portion of such Proposer's proposal. An SBE/Micro Business Enterprise must be certified by Small Business Development for the type of goods and/or services the Proposer provides in accordance with the applicable Commodity Code(s) for this Solicitation. For certification information contact Small Business Development at (305) 375-2378 or access <http://www.miamidade.gov/business/business-certification-programs-SBE.asp>. The SBE/Micro Business Enterprise must be certified by proposal submission deadline, at contract award, and for the duration of the contract to remain eligible for the preference. Firms that graduate from the SBE program during the contract may remain on the contract.

4.5 Local Certified Veteran Business Enterprise Preference

This Solicitation includes a preference for Miami-Dade County Local Certified Veteran Business Enterprises in accordance with Section 2-8.5.1 of the Code of Miami-Dade County. "Local Certified Veteran Business Enterprise" or "VBE" is a firm that is (a) a local business pursuant to Section 2-8.5 of the Code of Miami-Dade County and (b) prior to proposal or bid submittal is certified by the State of Florida Department of Management Services as a veteran business enterprise pursuant to Section 295.187 of the Florida Statutes. A VBE that submits a proposal in response to this solicitation is entitled to receive an additional five percent of the evaluation points scored on the technical portion of such vendor's proposal. If a Miami-Dade County Certified Small Business Enterprise (SBE) measure is being applied to this Solicitation, a VBE which also qualifies for the SBE measure shall not receive the veteran's preference provided in this section and shall be limited to the applicable SBE preference. At the time of proposal submission, the firm must affirm in writing its

compliance with the certification requirements of Section 295.187 of the Florida Statutes and submit this affirmation and a copy of the actual certification along with the proposal submittal form.

4.6 Price Evaluation

The price proposal will be evaluated subjectively in combination with the technical proposal, including an evaluation of how well it matches Proposer's understanding of the County's needs described in this Solicitation, the Proposer's assumptions, and the value of the proposed services. The pricing evaluation is used as part of the evaluation process to determine the highest ranked Proposer. The County reserves the right to negotiate the final terms, conditions and pricing of the contract as may be in the best interest of the County.

4.7 Local Preference

The evaluation of competitive solicitations is subject to Section 2-8.5 of the Miami-Dade County Code, which, except where contrary to federal or state law, or any other funding source requirements, provides that preference be given to local businesses. If, following the completion of final rankings by the Competitive Selection Committee a non-local Proposer is the highest ranked responsive and responsible Proposer, and the ranking of a responsive and responsible local Proposer is within 5% of the ranking obtained by said non-local Proposer, then the Competitive Selection Committee will recommend that a contract be negotiated with said local Proposer.

4.8 Negotiations

The Competitive Selection Committee will evaluate, score and rank proposals, and submit the results of the evaluation to the County Mayor or designee with its recommendation. The County Mayor or designee will determine with which Proposer(s) the County shall negotiate, if any, taking into consideration the Local Preference Section above. The County Mayor or designee, at their sole discretion, may direct negotiations with the highest ranked Proposer, negotiations with multiple Proposers, and/or may request best and final offers. In any event the County engages in negotiations with a single or multiple Proposers and/or requests best and final offers, the discussions may include price and conditions attendant to price.

Notwithstanding the foregoing, if the County and said Proposer(s) cannot reach agreement on a contract, the County reserves the right to terminate negotiations and may, at the County Mayor's or designee's discretion, begin negotiations with the next highest ranked Proposer(s). This process may continue until a contract acceptable to the County has been executed or all proposals are rejected. No Proposer shall have any rights against the County arising from such negotiations or termination thereof.

Any Proposer recommended for negotiations shall complete a Collusion Affidavit, in accordance with Sections 2-8.1.1 of the Miami-Dade County Code. (If a Proposer fails to submit the required Collusion Affidavit, said Proposer shall be ineligible for award.)

Any Proposer recommended for negotiations may be required to provide to the County:

- a) Its most recent certified business financial statements as of a date not earlier than the end of the Proposer's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for a material change in the financial condition. A copy of the most recent business income tax return will be accepted if certified financial statements are unavailable.
- b) Information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Proposer, any of its employees or subcontractors is or has been involved within the last three years.

4.9 Contract Award

Any proposed contract, resulting from this Solicitation, will be submitted to the County Mayor or designee. All Proposers will be notified in writing of the decision of the County Mayor or designee with respect to contract award. The Contract award, if any, shall be made to the Proposer whose proposal shall be deemed by the County to be in the best interest of the County. Notwithstanding the rights of protest listed below, the County's decision of whether to make the award and to which Proposer shall be final.

4.10 Rights of Protest

A recommendation for contract award or rejection of all proposals may be protested by a Proposer in accordance with the procedures contained in Sections 2-8.3 and 2-8.4 of the County Code, as amended, and as established in Implementing Order No. 3-21.

5.0 TERMS AND CONDITIONS

A draft form of agreement is attached. The terms and conditions summarized below are of special note and can be found in their entirety in the draft form of agreement:

a) Vendor Registration

Prior to being recommended for award, the Proposer shall complete a Miami-Dade County Vendor Registration Package. For online vendor registration, visit the Vendor Portal: <http://www.miamidade.gov/procurement/vendor-registration.asp>. Then, the recommended Proposer shall affirm that all information submitted with its Vendor Registration Package is current, complete and accurate at the time it submitted a response to the Solicitation by completing an Affirmation of Vendor Affidavit form as requested by the County.

b) Insurance Requirements

The Contractor shall furnish to the County, Internal Services Department, Procurement Management Services Division, prior to the commencement of any work under any agreement, Certificates of Insurance which indicate insurance coverage has been obtained that meets the stated requirements.

c) Inspector General Reviews

According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise indicated. The cost of the audit, if applicable, shall be one quarter (1/4) of one (1) percent of the total contract amount and the cost shall be included in any proposed price. The audit cost will be deducted by the County from progress payments to the Contractor, if applicable.

d) User Access Program

Pursuant to Section 2-8.10 of the Miami-Dade County Code, any agreement issued as a result of this Solicitation is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this Solicitation and the utilization of the County contract price and the terms and conditions identified therein, are subject to the two percent (2%) UAP.

6.0 ATTACHMENTS

Draft Form of Agreement

Attachment A - Florida Statutes and General Records Schedule GS2

Attachment B - United States Postal Service Standards

Web Forms – Proposal Submission Package Including: Proposal Submittal Form, Fair Subcontract Practices Affidavit, Subcontractor Listing, Lobbyist Registration Form, and Contractor Due Diligence Affidavit

Proposer Information Section*

Form 1 – Price Proposal Schedule*

*Note – The Proposer Information Section and Form 1 has been posted to BidSync in the form of fillable Microsoft Word documents.

(This is the form of agreement the County anticipates awarding to the selected Proposer.)

Acoustic Gunshot Detection Solution
Contract No. RFP-00327

THIS AGREEMENT made and entered into as of this _____ day of _____ by and between _____, a corporation organized and existing under the laws of the State of _____, having its principal office at _____ (hereinafter referred to as the "Contractor"), and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 N.W. 1st Street, Miami, Florida 33128 (hereinafter referred to as the "County"),

WITNESSETH:

WHEREAS, the Contractor has offered to provide _____, on a non-exclusive basis, that shall conform to the Scope of Services (Appendix A); Miami-Dade County's Request for Proposals (RFP) No. RFP-00327 and all associated addenda and attachments, incorporated herein by reference; and the requirements of this Agreement; and,

WHEREAS, the Contractor has submitted a written proposal dated _____, hereinafter referred to as the "Contractor's Proposal" which is incorporated herein by reference; and,

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

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

ARTICLE 1. DEFINITIONS

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

- a) The words "Contract" or "Agreement" to mean collectively these terms and conditions, the Scope of Services (Appendix A), all other appendices and attachments hereto, all amendments issued hereto, RFP No. RFP-00327 and all associated addenda, and the Contractor's Proposal.

- b) The words "Contract Date" to mean the date on which this Agreement is effective.
- c) The words "Contract Manager" to mean Miami-Dade County's Director, Internal Services Department, or the duly authorized representative designated to manage the Contract.
- d) The word "Contractor" to mean _____ and its permitted successors.
- e) The word "Days" to mean Calendar Days.
- f) The word "Deliverables" to mean all documentation and any items of any nature submitted by the Contractor to the County's Project Manager for review and approval pursuant to the terms of this Agreement.
- g) The words "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the County's Project Manager; and similarly the words "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the County's Project Manager.
- h) The words "Extra Work" or "Additional Work" to mean additions or deletions or modifications to the amount, type or value of the Work and Services as required in this Contract, as directed and/or approved by the County.
- i) The words "Project Manager" to mean the County Mayor or the duly authorized representative designated to manage the Project.
- j) The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the work to be performed by the Contractor.
- k) The word "subcontractor" or "subconsultant" to mean any person, entity, firm or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.
- l) The words "Work", "Services" "Program", or "Project" to mean all matters and things required to be done by the Contractor in accordance with the provisions of this Contract.

ARTICLE 2. ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) these terms and conditions, 2) the Scope of Services (Appendix A), 3) the Miami-Dade County's RFP No. RFP-00327 and any associated addenda and attachments thereof, and 4) the Contractor's Proposal.

ARTICLE 3. RULES OF INTERPRETATION

- a) References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.

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

ARTICLE 4. GRANT OF LICENSE AND RIGHTS

- a) Contractor shall own all rights, title, and interest in and to the Licensed Software and the related source code including copyright, trade secret, patent, trademark, and other proprietary rights as well as all customizations, enhancements, modifications, improvement, derivations, or other variations thereof. This Agreement does not transfer to the County under any circumstances any of the Contractor's ownership rights in the Licensed Software.
- b) System License. In consideration of the fees paid under the Agreement, the Contractor hereby grants to the County and its full-time, part-time or contract employees a limited, nonexclusive license for the term of the Agreement to access and use those components of the System that require a license, including but not limited to the Licensed Software, over the Internet, with an unlimited number of concurrent end user licenses.
- c) Use of License. The Licensed Software and use of the System is licensed to the County solely for the County's governmental and business purposes, to the extent such purposes are described in this Agreement or the Documentation.
- d) Software as a Service (SaaS). Contractor is supplying SaaS and acting as an Application Service Provider (ASP) supplying the System to the County as a hosted service via the Internet. To the extent a sublicense is necessary in connection with making any component of the System available to the County, the Contractor will also provide for sublicenses to enable the County to fully utilize the System in accordance with the Agreement.

ARTICLE 5. NATURE OF THE AGREEMENT

- a) This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.

- b) The Contractor shall provide the services set forth in the Scope of Services, and render full and prompt cooperation with the County in all aspects of the Services performed hereunder.
- c) The Contractor acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described and delineated.
- d) The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the County's Project Manager.
- e) The Contractor acknowledges that the County shall be responsible for making all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations. The Contractor agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the County. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the County with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

ARTICLE 6. DELIVERY

6.1 Delivery of the Solution shall be according to Appendix A "Scope of Services" and Appendix C "Project Timeline". All services performed under this Agreement are contingent upon final acceptance by the County.

6.2 Documentation. The Contractor shall provide electronic copies of the associated Documentation as provided by the developer of the System to the County upon Final System acceptance.

ARTICLE 7. CONTRACT TERM

The Contract shall become effective on the date that it is signed by the County or the Contractor, whichever is later and shall continue through the last day of the 60th month. The County, at its sole discretion, reserves the right to exercise the options to renew this Contract for a period of five (5) additional years on a year-to-year basis. The County reserves the right to exercise its option to extend this Contract for up to one hundred-eighty (180) calendar days beyond the current Contract period and will notify the Contractor in writing of the extension. This Contract may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Contractor, upon approval by the Board of County Commissioners.

ARTICLE 8. HOSTING, MAINTENANCE, AND SUPPORT SERVICES

- a) Contractor Obligations. Contract shall provide the County with the required hosting, maintenance, and support services for the VMS as set forth in Appendix D "Maintenance and Support Level Agreement."
- b) Commencement of Maintenance. Maintenance shall commence upon "Go Live" for Part

I as described in Appendix A "Scope of Services" and Appendix C "Project Timeline." The charge for Maintenance is included in the Recurring Feeds charged under this Agreement and as further defined in Appendix B "Payment Schedule."

ARTICLE 9. NOTICE REQUIREMENTS

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

(1) to the MDPD Project Manager:

- a) Miami-Dade Police Department
9105 NW 25th Street
Doral, FL 33172

Attention: Sergeant Paul Angelo XXVII
Phone:
Fax:
E-mail:PDANGELO@MDPD.COM

and,

to the Contracting Officer:

- b) Miami-Dade County
Internal Services Department, Procurement Management Division
111 N.W. 1st Street, Suite 1300
Miami, FL 33128-1974

Attention: Brad Skinner
Phone: 305.375.1075
Fax: 305.375.5688
E-mail:BRADS@MIAMIDADE.GOV

(2) To the Contractor

Attention:
Phone:
Fax:
E-mail:

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

ARTICLE 10. SUPPORT AND MAINTENANCE SERVICES

Contractor shall provide the County with Technical Support and Maintenance Services in the manner outlined in Appendix A, "Scope of Services" for the System throughout the term of this Agreement, including any options or extensions exercised by the County.

ARTICLE 11. PROTECTION OF SOFTWARE

11.1 No Reverse Engineering. The County agrees not to modify, reverse engineer, disassemble, or decompile the Software, or any portion thereof.

11.2 Ownership. County further acknowledges that all copies of the Software System in any form provided by the Contractor are the sole property of the Contractor. The County shall not have any right, title, or interest to any such Software or copies thereof, except as provided in this Agreement, and further shall secure and protect all Software and Documentation consistent with maintenance of Contractor's proprietary rights therein.

ARTICLE 12. SOFTWARE MODIFICATIONS

12.1 Software Enhancements or Modifications. The County may, from time to time, request that the Contractor incorporate certain features, enhancements or modifications into the Software. When requested by the County, the Contractor shall provide the requested system enhancements/modifications including all relevant source code. Upon the County's request for such enhancements/modifications the County shall prepare a Statement of Work ("SOW") for the specific Project that shall define in detail the Services to be performed. The Contractor shall submit a cost and/or temporary revenue sharing proposal including all costs pertaining to furnishing the County with the enhancements/modifications.

- a) After the SOW has been accepted a detailed requirements and detailed design document shall be submitted illustrating the complete financial terms that govern the SOW, proposed Project staffing, anticipated Project schedule, and other information relevant to the Project. Each SOW executed hereunder shall automatically incorporate the terms and conditions of this Agreement. Such enhancements or modifications shall become the property of the County. Notwithstanding the foregoing, performance of any such modifications shall not compromise the Contractor's warranty obligations.
- b) Following the County's acceptance of all enhancements/modification, the Contractor shall provide the County, if so requested with written confirmation of the date the enhancements/modification was applied to the Software System, and any and all Documentation relating to the Software and or enhancements/modification thereto.

ARTICLE 13. IMPLEMENTATION SERVICES

- a) If the Contractor fails to provide deliverables within the time specified in Appendix C., or if the Software System and/or Equipment/Devices delivered fails to conform to the requirements or are found to be defective in material or workmanship, then the County may reject the delivered Software System and/or Equipment/Devices or may accept any item of Software System and/or Equipment/Devices and reject the balance of the delivered Software System and/or Equipment/Devices. The County shall notify Contractor of such rejection in writing and specify in such notice, the reasons for such rejection. Contractor agrees to deliver a fix or workaround replacement for the Software System and/or Equipment/Devices for such items of rejected Software System and/or Equipment/Devices within fifteen (15) business days of Contractor's receipt of the County's rejection notice.

- b) The Contractor shall bear the risk of loss or damage to delivered Software System and/or Equipment/Devices until the time the Project Manager certifies that the System(s) has successfully completed the System Acceptance test whether such loss or damage arises from acts or omissions (whether negligent or not) of the Contractor or the County or from any other cause whatsoever, except loss or damage arising solely from the negligence or willful acts of the County.
- c) Contractor agrees to install the required hardware at the locations specified. Contractor agrees to commence installation of the hardware according to the Implementation Schedule unless a different time for implementation is otherwise mutually agreed upon by the parties hereto. All implementation services will be performed during normal business hours. Whenever possible, however some services to be provided may be required outside of normal business hours to accommodate County operations. Work to be performed outside normal business hours will be mutually agreed by both parties. Contractor shall diligently pursue and complete such implementation services in accordance with the Implementation Schedule, so that such hardware is in good working order and ready for use by the dates set forth in the Schedule.
- d) Contractor agrees to do all things necessary for proper implementation of the entire Solution and to perform its implementation obligations hereunder in an orderly, skillful and expeditious manner, with sufficient labor and materials to ensure efficient and timely completion of such obligations. If applicable, Contractor shall coordinate with the Project Manager all work with all other Contractors and/or County personnel performing work to complete the installation of the Solution. The County shall be responsible for resolving all disputes relating to County Owned Site access between Contractor and/or County personnel. Contractor shall provide all materials necessary to properly implement the Solution. The County shall attempt to provide reasonable working and secure storage space for the performance by Contractor of the implementation services described herein.
- e) Unless otherwise agreed to by the County, Contractor agrees as part of the implementation to perform all required services to successfully achieve all objectives set forth in the scope of work , including, but not limited to, (a) solution configuration; (b) interface development; (c) software testing; (d) acceptance and user acceptance testing; (e) training; (f) cooperating with all other vendors supplying peripheral or ancillary equipment that will interface with the Solution; and (g) any additional services necessary to ensure Contractor's compliance with Article 12.
- f) Solution testing shall consist of the tests described in the Scope of Services which are to be conducted collectively by the Contractor and the County. The purpose of these tests is to demonstrate the complete operability of the Solution in conformance with the requirements of the Contract. This will include an actual demonstration of all required Solution functionality. All tests shall be in accordance with test plans and procedures prepared by Contractor and previously approved by the County. In the event of any outstanding deficiencies at the conclusion of installation testing, as determined by the County, Contractor shall be responsible for instituting necessary corrective measures, and for subsequently satisfactorily demonstrating and/or re-demonstrating performance of the Solution.

ARTICLE 13. TESTS

The Contractor shall configure and program the Solution to conform to the Scope of Services.

The Software and Equipment/Devices will be subject to several tests, including a System Acceptance test as further defined in the Scope of Services, Implementation Plan, and Acceptance Criteria to be developed and agreed by both parties. To assure System performance, the County's Project manager will coordinate all testing of the Solution and provide Final Acceptance upon completion of all milestones and deliverables as outlined in the Scope of Services.

Failure of the Solution to satisfy the acceptance criteria and conform to the requirements set forth in the Scope of Services by the timeframes set forth in the Implementation Timeline may result in the County withholding payment until satisfactory acceptance is granted to the Contractor.

After Final Acceptance is granted, any modifications, fixes, enhancements, and/or new releases of the Solution require separate testing periods and sign-off from the County Project Manager prior to migrating it into the production software. The testing protocol shall be as follows:

- a) Contractor's Project Manager will provide written notice to the County Project Manager of modifications, fixes, enhancements of the hardware, and/or new releases of the software available for testing.
- b) The Contractor's Project Manager will coordinate all user acceptance testing dates, acceptance criteria, and training for the new functionality for the test group.
- c) The County will be granted a timeframe agreed to by both parties in writing to perform testing based on the outlined functionality being delivered to the County on the Acceptance Criteria sign off sheet.
- d) The County's Project Manager will provide the Contractor with written notice of acceptance (sign-off) or rejection (with documented material nonconformities in the functionality) within 5 business days, unless more time is needed, in which case the County will notify the Contractor in writing accordingly.
- e) Deficiencies found will be noted on the Acceptance Criteria sign off sheet and the Contractor will be provided an opportunity to correct the issues. The Contractor will be required to provide the County with an updated timeline and work around (fix) within three (3) business days unless additional time is requested in writing and agreed by both parties.
- f) Once the release is accepted, the functionality will be moved into the production module. And updated documentation will be provided to the County.

ARTICLE 14. REVIEWING DELIVERABLES

The Contractor agrees to submit all Deliverables required to be submitted for review and approval by the County in accordance with the specific requirements in the Scope of Services, and as specified in Appendix D "Acceptance Criteria". The Contractor understands that the County shall have final approval on all Deliverables.

In reviewing the Deliverables, the Contractor understands that the County will provide the Contractor with:

- a) a written notification of the County's approval,
- b) a written notification that each Deliverable is approved subject to the Contractor

providing prompt correction of a minor deficiency, or,

- c) in the case of a Deliverable that does not meet the requirements of the Agreement, a written notification of the County's disapproval. The County's disapproval notification will state with reasonable detail to sufficiently advise the Contractor of the basis on which the Deliverable was determined to be unacceptable.

The Contractor understands that failure by the County to provide a notice of approval does not constitute approval.

Furthermore:

- a) For each Deliverable made hereunder, the County shall determine whether the Deliverable is approved as submitted, is approved subject to the correction by the Contractor of minor discrepancies, or whether it is unacceptable and therefore disapproved.
- b) Unless an extension of time has been granted by the County, within five business days after receipt of the County's notification of "disapproval", the Contractor shall deliver to the County the necessary revisions and/or modifications for a second review by the County.
- c) If after the second review period the Deliverable remains unacceptable for the County's approval, the County may direct the Contractor to:
 - a. Proceed with the Work subject to the correction of all outstanding deficiencies which led to the County's determination that a Deliverable was not acceptable for approval on or before a specific date established by the County for correcting such deficiency or deficiencies; or,
 - b. Suspend all Work being performed in regard to the execution of the Agreement, except those services necessary for the correction of outstanding deficiencies, until such time that all such outstanding deficiencies have been corrected by the Contractor and resubmitted to the County for approval. Any suspension of the Work under this provision shall not alter the County's right to assess liquidated damages in the event that the Work are not completed in accordance with other provisions of this Agreement.
- d) The County shall have the right to approve or accept part of any Deliverable. Any such approval shall be regarded as partial and conditional upon the County's approval or acceptance of all aspects of the Deliverable. The Contractor must correct any deficiencies within the time the County specifies for such correction in the County's notice concerning a partial approval (including approvals subject to correction of minor deficiencies) or, if no time is given, promptly. If the County does not subsequently approve or accept all aspects of the Deliverable, the earlier conditional acceptance or approval may, in the sole absolute discretion of the County, be regarded as void and of no effect.

ARTICLE 15. FEES, PAYMENT, AND PRICING

15.1 Fees. The County shall pay the Fees or other considerations for the Software, Equipment, and Documentation as set forth on Appendix B "Price Schedule" attached hereto. All amounts payable hereunder by the County shall be payable to the Contractor upon invoice as defined in Appendix B. The County shall have no obligation to pay the Contractor or any additional sum in

excess of this amount, except for a change and/or modification to the Agreement, which is approved and executed in writing by the County and the Contractor. All Services undertaken by the Contractor prior to the County's approval of this Agreement shall be done at the Contractor's risk and expense.

15.2 Travel. With respect to travel costs and travel related expenses, the Contractor agrees to adhere to CH. 112.061 of the Florida Statutes as they pertain to out-of-pocket expenses including employee lodging, transportation, per diem, and all miscellaneous cost-and fees. The County shall not be liable for any such expenses that have not been approved in advance, in writing, by the County.

15.3 Fixed Pricing. Prices shall remain firm and fixed for the term of the Agreement, including any option or extension periods; however, the Contractor may offer incentive discounts to the County at any time during the Agreement term, including any renewal or extension thereof.

ARTICLE 16. METHOD AND TIMES OF PAYMENT

The Contractor agrees that under the provisions of this Agreement, as reimbursement for those actual, reasonable and necessary costs incurred by the Contractor, which are directly attributable or properly allocable to the Services, the Contractor may invoice the County periodically, pursuant to Appendix B – Price Schedule. All invoices shall be taken from the books of account kept by the Contractor, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the County, shall show the County's contract number, and shall have a unique invoice number assigned by the Contractor. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the County or the Public Health Trust, and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Mayor, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.

In accordance with Miami-Dade County Implementing Order 3-9, Accounts Receivable Adjustments, if money is owed by the Contractor to the County, whether under this Contract or for any other purpose, the County reserves the right to retain such amount from payment due by County to the Contractor under this Contract. Such retained amount shall be applied to the amount owed by the Contractor to the County. The Contractor shall have no further claim to such retained amounts which shall be deemed full accord and satisfaction of the amount due by the County to the Contractor for the applicable payment due herein.

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

Miami-Dade Police Department

Attention:
Phone:

E-mail:

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

ARTICLE 17. INDEMNIFICATION AND INSURANCE

The Contractor 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 Contractor or its employees, agents, servants, partners principals or subcontractors. The Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

Upon County's notification, the Contractor shall furnish to the Internal Services Department, Procurement Management Division, Certificates of Insurance that indicate that insurance coverage has been obtained, which meets the requirements as outlined below:

- a) Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.
- b) Public Liability Insurance on a comprehensive basis in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
- c) Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.
- d) Professional Liability Insurance in an amount not less than \$1,000,000 per claim.

The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

OR

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

The mailing address of Miami-Dade County as the certificate holder must appear on the certificate of insurance as follows:

**Miami-Dade County
111 N.W. 1st Street**

**Suite 1300
Miami, Florida 33128-1974**

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

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within ten (10) business days. If the insurance certificate is received within the specified timeframe but not in the manner prescribed in this Agreement, the Contractor shall have an additional five (5) business days to submit a corrected certificate to the County. If the Contractor fails to submit the required insurance documents in the manner prescribed in this Agreement within fifteen (15) business days, the Contractor shall be in default of the contractual terms and conditions and award of the Contract may be rescinded, unless such timeframe for submission has been extended by the County.

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

ARTICLE 18. WARRANTIES

- a) Ownership. The Contractor represents that it is the owner of the entire right, title, and interest in and to the Acoustic Gunshot Detection Solution, and that it has the sole right to grant licenses there under, and that it has not knowingly granted licenses there under to any other entity that would restrict rights granted hereunder except as stated herein.
- b) Limited Warranty. Contractor represents and warrants to the County that the Acoustic Gunshot Detection Solution, when properly installed by the County, will perform substantially as described in Contractor's then current Documentation for such Software for a period of one year from the date of acceptance.
- c) Hardware Warranty. Contractor represents and warrants to the County that the Acoustic Gunshot Detection Solution devices and all associated hardware shall include a one year full warranty and support. Extended warranty shall be offered for all devices upon expiration of the included one year warranty.

ARTICLE 19. MANNER OF PERFORMANCE

- a) The Contractor shall provide the Services described herein in a competent and professional manner satisfactory to the County in accordance with the terms and conditions of this Agreement. The County shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the Contractor in all aspects of the Services. At the request of the County, the Contractor shall promptly remove from the project any Contractor's employee, subcontractor, or any other person

performing Services hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.

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

ARTICLE 20. EMPLOYEES OF THE CONTRACTOR

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

ARTICLE 21. INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all work services and activities under this Agreement, an independent contractor, and not an employee, agent or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees and agents of the County.

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

ARTICLE 22. AUTHORITY OF THE COUNTY'S PROJECT MANAGER

- a) The Contractor hereby acknowledges that the County's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Contractor's Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.
- b) The Contractor shall be bound by all determinations or orders and shall promptly comply with every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.
- c) The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in this Article. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.
- d) In the event of such dispute, the parties to this Agreement authorize the County Mayor or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County Mayor's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the County Mayor within 10 days of the occurrence, event or act out of which the dispute arises.
- e) The County Mayor may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any Deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the County Mayor participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the County Mayor for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. Whenever the County Mayor is entitled to exercise discretion or judgement or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The County Mayor, as appropriate, shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement,

Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

ARTICLE 23. MUTUAL OBLIGATIONS

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

ARTICLE 24. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

The Contractor shall maintain, and shall require that its subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Scope of Services. The Contractor 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 three (3) years from the expiration date of this Agreement and any extension thereof.

ARTICLE 25. AUDITS

The County, or its duly authorized representatives or governmental agencies, shall until the expiration of three (3) years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and of its subcontractors and suppliers which apply to all matters of the County. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to this Agreement.

Pursuant to Section 2-481 of the Miami-Dade County Code, the Contractor will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds. The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

ARTICLE 26. SUBSTITUTION OF PERSONNEL

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

ARTICLE 27. CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT

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

ARTICLE 28. SUBCONTRACTUAL RELATIONS

- a) If the Contractor will cause any part of this Agreement to be performed by a Subcontractor, the provisions of this Contract will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor 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 Contractor. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.
- b) The Contractor, 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 do, 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 Contractor not to award any subcontract to a person, firm or corporation disapproved by the County.
- c) Before entering into any subcontract hereunder, the Contractor 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 Contract.
- d) In order to qualify as a Subcontractor satisfactory to the County, 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 that it has satisfactorily performed services of the same general type which is required to be performed under this Agreement.
- e) The County shall have the right to withdraw its consent to a subcontract if it appears to the County that the subcontract will delay, prevent, or otherwise impair the performance of the 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. Contractor shall furnish to the County copies of all subcontracts between Contractor and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the County in the event the County finds the Contractor in breach of this Contract, permitting the County to request completion by the Subcontractor of its performance obligations under the subcontract. The clause shall include an option for the County 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.

ARTICLE 29. ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

The Contractor understands and agrees that any assumptions, parameters, projections,

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

ARTICLE 30. SEVERABILITY

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

ARTICLE 31. TERMINATION AND SUSPENSION OF WORK

- a) The County may terminate this Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the County through fraud, misrepresentation or material misstatement.
- b) The County may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.
- c) The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement may be debarred from County contracting for up to five (5) years in accordance with the County debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the County Code.
- d) In addition to cancellation or termination as otherwise provided in this Agreement, the County may at any time, in its sole discretion, with or without cause, terminate this Agreement by written notice to the Contractor.
- e) In the event that the County exercises its right to terminate this Agreement, the Contractor shall, upon receipt of such notice, unless otherwise directed by the County:
 - i. stop work on the date specified in the notice ("the Effective Termination Date");
 - ii. take such action as may be necessary for the protection and preservation of the County's materials and property;
 - iii. cancel orders;
 - iv. assign to the County and deliver to any location designated by the County any non-cancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement and not incorporated in the Services;
 - v. take no action which will increase the amounts payable by the County under this

Agreement; and

- f) In the event that the County exercises its right to terminate this Agreement, the Contractor will be compensated as stated in the payment Articles herein for the:
 - i. portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
 - ii. non-cancelable Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement, but not incorporated in the Services.
- g) All compensation pursuant to this Article are subject to audit.

ARTICLE 32. EVENT OF DEFAULT

- a) An Event of Default shall mean a breach of this Agreement by the Contractor. Without limiting the generality of the foregoing, and in addition to those instances referred to herein as a breach, an Event of Default shall include the following:
 - i. the Contractor has not delivered Deliverables on a timely basis;
 - ii. the Contractor has refused or failed to supply enough properly skilled staff personnel;
 - iii. the Contractor has failed to make prompt payment to subcontractors or suppliers for any Services;
 - iv. the Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
 - v. the Contractor has failed to obtain the approval of the County where required by this Agreement;
 - vi. the Contractor has failed to provide "adequate assurances" as required under subsection b below;
 - vii. the Contractor has failed in the representation of any warranties stated herein.
- b) When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the County may request that the Contractor, within the timeframe set forth in the County's request, provide adequate assurances to the County, in writing, of the Contractor's ability to perform in accordance with the terms of this Agreement. Until the County receives such assurances, the County may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the County the requested assurances within the prescribed timeframe, the County may:
 - i. treat such failure as a repudiation of this Agreement; and

- ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.
- c) In the event the County shall terminate this Agreement for default, the County or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

ARTICLE 33. NOTICE OF DEFAULT - OPPORTUNITY TO CURE

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

ARTICLE 34. REMEDIES IN THE EVENT OF DEFAULT

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

- a) lost revenues;
- b) the difference between the cost associated with procuring Services hereunder and the amount actually expended by the County for re-procurement of Services, including procurement and administrative costs; and
- c) such other direct damages.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default. The County may also bring any suit or proceeding for specific performance or for an injunction.

ARTICLE 35. PATENT AND COPYRIGHT INDEMNIFICATION

- a) The Contractor shall not infringe on any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights in the performance of the Work.
- b) The Contractor warrants that all Deliverables furnished hereunder, including but not limited to: equipment, programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights.
- c) The Contractor shall be liable and responsible for any and all claims made against the County for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation,

software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the County's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the County and defend any action brought against the County with respect to any claim, demand, cause of action, debt, or liability.

- d) In the event any Deliverable or anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation to, at the County's option to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the County, at the Contractor's expense, the rights provided under this Agreement to use the item(s).
- e) The Contractor shall be solely responsible for determining and informing the County whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and subcontractors at the Contractor's own risk. The County may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the County's judgment, use thereof would delay the Work or be unlawful.

ARTICLE 36. CONFIDENTIALITY

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

be an adequate remedy and the County shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the County, upon the completion of the Services performed hereunder, the Contractor shall immediately turn over to the County all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Contractor or its employees, agents, subcontractors or suppliers without the prior written consent of the County. A certificate evidencing compliance with this provision and signed by an officer of the Contractor shall accompany such materials.

ARTICLE 37. PROPRIETARY INFORMATION

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

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

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

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

ARTICLE 38. PROPRIETARY RIGHTS

- a) The Contractor hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Contractor hereunder or furnished by the Contractor to the County and/or created by the Contractor for delivery to the County, even if unfinished or in process, as a result of the Services the Contractor performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, subcontractors and suppliers may use only in connection with the performance of Services under this Agreement. The Contractor shall not, without the prior written consent of the County, use such documentation on any other project in which the Contractor or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in

derogation of the County's copyrights or other proprietary rights.

- b) All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its subcontractors specifically for the County, hereinafter referred to as "Developed Works" shall become the property of the County.
- c) Accordingly, neither the Contractor nor its employees, agents, subcontractors or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the Contractor, or any employee, agent, subcontractor or supplier thereof, without the prior written consent of the County, except as required for the Contractor's performance hereunder.
- d) Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Contractor and its subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its subcontractors and suppliers grant, if the County so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such Licensed Software and the associated specifications, technical data and other Documentation for the operations of the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. Such license specifically includes, but is not limited to, the right of the County to use and/or disclose, in whole or in part, the technical documentation and Licensed Software, including source code provided hereunder, to any person or entity outside the County for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. No such License Software, specifications, data, documentation or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

ARTICLE 39. VENDOR REGISTRATION/CONFLICT OF INTEREST

a) Vendor Registration

The Contractor shall be a registered vendor with the County – Internal Services Department, Procurement Management Division, for the duration of this Agreement. In becoming a Registered Vendor with Miami-Dade County, the Contractor confirms its knowledge of and commitment to comply with the following:

- | | |
|--|---|
| <p>1. Miami-Dade County Ownership Disclosure Affidavit
(Section 2-8.1 of the County Code)</p> | <p>5. Miami-Dade County Debarment Disclosure Affidavit
(Section 10.38 of the County Code)</p> |
| <p>2. Miami-Dade County Employment Disclosure Affidavit
(Section 2-8-1(d)(2) of the County Code)</p> | <p>6. Miami-Dade County Vendor Obligation to County Affidavit
(Section 2-8.1 of the County Code)</p> |
| <p>3. Miami-Dade Employment Drug-free Workplace Certification
(Section 2-8.1.2(b) of the County Code)</p> | <p>7. Miami-Dade County Code of Business Ethics Affidavit
(Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and Section 2-11.1(c) of the County Code)</p> |
| <p>4. Miami-Dade Disability and Nondiscrimination Affidavit
(Section 2-8.1.5 of the County Code)</p> | |

8. **Miami-Dade County Family Leave Affidavit**
(Article V of Chapter 11 of the County Code)
9. **Miami-Dade County Living Wage Affidavit**
(Section 2-8.9 of the County Code)
10. **Miami-Dade County Domestic Leave and Reporting Affidavit**
(Article 8, Section 11A-60 11A-67 of the County Code)
11. **Subcontracting Practices**
(Ordinance 97-35)
12. **Subcontractor /Supplier Listing**
(Section 2-8.8 of the County Code)
13. **Environmentally Acceptable Packaging**
(Resolution R-738-92)
14. **W-9 and 8109 Forms**
(as required by the Internal Revenue Service)
15. **FEIN Number or Social Security Number**
In order to establish a file, the Contractor's Federal Employer Identification Number (FEIN) must be provided. If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes Contractor's "County Vendor

Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:

- Identification of individual account records
- To make payments to individual/Contractor for goods and services provided to Miami-Dade County
- Tax reporting purposes
- To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records

16. **Office of the Inspector General**
(Section 2-1076 of the County Code)

17. **Small Business Enterprises**

The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.

18. **Antitrust Laws**

By acceptance of any contract, the Contractor agrees to comply with all antitrust laws of the United States and the State of Florida.

b) Conflict of Interest

Section 2-11.1(d) of Miami-Dade County Code requires that 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, competing or applying for a contract, must first request a conflict of interest opinion from the County's Ethics 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. Any such contract or business engagement entered in violation of this subsection, as amended, shall be rendered voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.

ARTICLE 40. INSPECTOR GENERAL REVIEWS

Independent Private Sector Inspector General Reviews

Pursuant to Miami-Dade County Administrative Order 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Contractor shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Contractor's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision apply to the Contractor, its officers, agents, employees, subcontractors and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of the Contractor in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Contractor or any third party.

Miami-Dade County Inspector General Review

According to Section 2-1076 of the Code of Miami-Dade County, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts. The cost of the audit for this Contract shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total contract amount. The audit cost will be deducted by the County from progress payments to the Contractor. The audit cost shall also be included in all change orders and all contract renewals and extensions.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-38; (m) federal, state and local government-funded grants; and (n) interlocal agreements. ***Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award.***

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

Upon written notice to the Contractor from the Inspector General or IPSIG retained by the Inspector General, the Contractor shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

ARTICLE 41. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

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

- a) Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.
- b) Miami-Dade County Florida, Department of Small Business Development Participation Provisions, as applicable to this Contract.
- c) Environmental Protection Agency (EPA), as applicable to this Contract.
- d) "Conflicts of Interest" Section 2-11 of the County Code, and Ordinance 01-199.
- e) Miami-Dade County Code Section 10-38 "Debarment".
- f) Miami-Dade County Ordinance 99-5, codified at 11A-60 et. seq. of Miami-Dade Code pertaining to complying with the County's Domestic Leave Ordinance.
- g) Miami-Dade County Ordinance 99-152, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.

The Contractor shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the County or Contractor for failure to obtain and maintain required licenses, certifications, permits and/or inspections shall be borne by the Contractor. The Project Manager shall verify the certification(s), license(s), permit(s), etc. for the Contractor prior to authorizing work and as needed.

Notwithstanding any other provision of this Agreement, Contractor 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 42. NONDISCRIMINATION

During the performance of this Contract, Contractor agrees to not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression, status as victim of domestic violence, dating violence or stalking, or veteran status, and on housing related contracts the source of income, and will take affirmative action to ensure that employees and applicants are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

By entering into this Contract, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render this Contract void. This Contract shall be

void if the Contractor submits a false affidavit pursuant to this Resolution or the Contractor violates the Act or the Resolution during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

ARTICLE 43. CONFLICT OF INTEREST

The Contractor represents that:

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

ARTICLE 44. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

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

- a) Issue or permit to be issued any press release, advertisement or literature of any kind

which refers to the County, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the County. Such approval may be withheld if for any reason the County believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and

- b) Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the County; and
- c) Except as may be required by law, the Contractor and its employees, agents, subcontractors and suppliers will not represent, directly or indirectly, that any product or service provided by the Contractor or such parties has been approved or endorsed by the County.

ARTICLE 45. BANKRUPTCY

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

ARTICLE 46. GOVERNING LAW

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. Venue shall be Miami-Dade County.

ARTICLE 47. COUNTY USER ACCESS PROGRAM (UAP)

a) User Access Fee

Pursuant to Section 2-8.10 of the Miami-Dade County Code, this Contract is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this Contract, or any contract resulting from the solicitation referenced on the first page of this Contract, and the utilization of the County Contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all Contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

The Contractor providing goods or services under this Contract shall invoice the Contract price and shall accept as payment thereof the Contract price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Contractor participation in this invoice reduction portion of the UAP is mandatory.

b) Joint Purchase

Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive County Contract pricing and terms and conditions. The County will provide to approved entities a UAP Participant Validation Number. The Contractor must obtain the participation number from the

entity prior to filling any order placed pursuant to this Section. Contractor participation in this joint purchase portion of the UAP, however, is voluntary. The Contractor shall notify the ordering entity, in writing, within three (3) business days of receipt of an order, of a decision to decline the order.

For all ordering entities located outside the geographical boundaries of Miami-Dade County, the Contractor shall be entitled to ship goods on an “FOB Destination, Prepaid and Charged Back” basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

The County shall have no liability to the Contractor for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the Contractor and shall be paid by the ordering entity less the 2% UAP.

c) Contractor Compliance

If a Contractor fails to comply with this Article, that Contractor may be considered in default by the County in accordance with Article 24 of this Contract.

ARTICLE 48. FIRST SOURCE HIRING REFERRAL PROGRAM

Pursuant to Section 2-2113 of the Code of Miami-Dade County, for all contracts for goods and services, the Contractor, prior to hiring to fill each vacancy arising under a County contract shall (1) first notify the South Florida Workforce Investment Board (“SFWIB”), the designated Referral Agency, of the vacancy and list the vacancy with SFWIB according to the Code, and (2) make good faith efforts as determined by the County to fill a minimum of fifty percent (50%) of its employment needs under the County contract through the SFWIB. If no suitable candidates can be employed after a Referral Period of three to five days, the Contractor is free to fill its vacancies from other sources. Contractor will be required to provide quarterly reports to the SFWIB indicating the name and number of employees hired in the previous quarter, or why referred candidates were rejected. Sanctions for non-compliance shall include, but not be limited to: (i) suspension of contract until Contractor performs obligations, if appropriate; (ii) default and/or termination; and (iii) payment of \$1,500/employee, or the value of the wages that would have been earned given the noncompliance, whichever is less. Registration procedures and additional information regarding the FSHRP are available at <https://iapps.careersourcesfl.com/firstsource/>.

ARTICLE 49. PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF A PUBLIC AGENCY

The Contractor shall comply with the state of FL Public Records Law, s. 119.0701, F.S., specifically to: (1) keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service; (2) 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 Chapter 119, F.S., or as otherwise provided by law; (3) 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 (4) meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the Contractor upon termination of the contract and 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 public

agency in a format that is compatible with the information technology systems of the public agency. If the Contractor does not comply with a public records request, the public agency shall enforce contract provisions in accordance with the contract.

ARTICLE 50. SURVIVAL

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

ARTICLE 51. INDIVIDUALLY IDENTIFIABLE HEALTH INFORMATION and/or PROTECTED HEALTH INFORMATION

Any person or entity that performs or assists Miami-Dade County with a function or activity involving the use or disclosure of "Individually Identifiable Health Information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Miami-Dade County Privacy Standards Administrative Order. HIPAA mandates for privacy, security and electronic transfer standards, include but are not limited to:

1. Use of information only for performing services required by the contract or as required by law;
2. Use of appropriate safeguards to prevent non-permitted disclosures;
3. Reporting to Miami-Dade County of any non-permitted use or disclosure;
4. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Contractor and reasonable assurances that IIHI/PHI will be held confidential;
5. Making Protected Health Information (PHI) available to the customer;
6. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;
7. Making PHI available to Miami-Dade County for an accounting of disclosures; and
8. Making internal practices, books and records related to PHI available to Miami-Dade County for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records, and/or electronic transfer of data). The Contractor must give its customers written notice of its privacy information practices including specifically, a description of the types of uses and disclosures that would be made with protected health information.

ARTICLE 52. ANNUAL APPROPRIATION

The County's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Board of County Commissioners. Cancellation will not cause any penalty or expense to the County, except as to the portions of payments agreed upon and for which funds have been appropriated and budgeted. Service/Maintenance can be cancelled at any time that the Contractor is notified in writing, at least thirty (30) days prior to cancellation. There will be no early termination charges from the Contractor for canceling service/maintenance during the year.

ARTICLE 53. FORCE MAJEURE

Except as otherwise expressly provided herein, neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that such performance is prevented or delayed by any cause, existing or future, which is not within the reasonable control of such party including, but not limited to, acts of God or the public enemy, fires, explosions, riots, strikes (not including strikes of the Contractor's staff personnel), terrorism or war. Notwithstanding the foregoing, the failures of any of the Contractor's suppliers, subcontractors, or the like shall not excuse the Contractor's performance except to the extent that such failures are due to any cause without the fault and reasonable control of such suppliers, subcontractors, or the like including, but not limited to, acts of God or the public enemy, fires, explosions, riots, strikes (not including strikes of the Contractor's staff personnel), terrorism or war.

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

Contractor

Miami-Dade County

By: _____

By: _____

Name: _____

Name: Carlos A. Gimenez

Title: _____

Title: Mayor

Date: _____

Date: _____

Attest: _____

Attest: _____

Corporate Secretary/Notary Public

Clerk of the Board

Corporate Seal/Notary Seal

Approved as to form
and legal sufficiency

Assistant County Attorney

State of Florida

GENERAL RECORDS SCHEDULE GS2 FOR LAW ENFORCEMENT, CORRECTIONAL FACILITIES, AND DISTRICT MEDICAL EXAMINERS



EFFECTIVE: FEBRUARY 19, 2015
R. 1B-24.003(1)(b), *Florida Administrative Code*

Florida Department of State
Division of Library and Information Services

Tallahassee, Florida

850.245.6750

<http://dos.myflorida.com/library-archives/records-management/>

GENERAL RECORDS SCHEDULE GENERAL INFORMATION AND INSTRUCTIONS

FOREWORD

The **general records schedules** established by the Department of State are intended for use by state, county, city, and special district public records custodians. If you are unsure of your organization's status as a "public agency," consult your legal counsel and/or the Florida Attorney General's Office for a legal opinion. The Department of State publishes the following general records schedules:

GS1-SL	State and Local Government Agencies
GS2	Law Enforcement, Correctional Facilities, and District Medical Examiners
GS3	Election Records
GS4	Public Hospitals, Health Care Facilities and Medical Providers
GS5	Universities and Community Colleges
GS7	Public Schools Pre-K-12, Adult and Vocational/Technical
GS8	Fire Departments
GS9	State Attorneys
GS10	Public Defenders
GS11	Clerks of Court
GS12	Property Appraisers
GS13	Tax Collectors
GS14	Public Utilities
GS15	Public Libraries

All Florida public agencies are eligible to use the GS1-SL, which provides retention periods for the most common administrative records such as routine correspondence and personnel, payroll, financial and legal records. General records schedules GS2 through GS15 are applicable to program records of specific functional areas, such as elections administration, tax collecting, or law enforcement, each of which has unique program responsibilities and thus unique records retention requirements. The GS2 through GS15 should be used in conjunction with the GS1-SL to cover as many administrative and program records as possible. The **GS2 General Records Schedule for Law Enforcement, Correctional Facilities, and District Medical Examiners** covers records documenting law enforcement and related functions and activities, including records created and/or maintained by **state law enforcement agencies, county sheriff's offices, local police departments, campus police departments, local and state jails, prisons, other correctional and detention facilities, and district medical examiner's offices.**

The retention periods set forth in the general records schedules are based on federal and state laws and regulations, general administrative practices, and fiscal management principles. Please note that these are **minimum** retention periods; public agencies may retain their records longer at their discretion. In fact, certain accreditation committees may have standards that require longer retention periods. Contact your accrediting organization for more information on their requirements. In addition, federal, state or local laws and regulations regarding recordkeeping and records retention for specific agencies or specific types of records might require a longer retention than indicated in this general schedule. Agencies should be aware of all laws and regulations relating to their records and recordkeeping requirements. However, remember that a public agency is **not** permitted to **reduce** the retention periods stated in a general records schedule.

General Records Schedule GS2 for Law Enforcement, Correctional Facilities,
and District Medical Examiners

For additional information on records retention and disposition, please refer to *The Basics of Records Management* handbook, which, along with all Florida general records schedules, is available on the Department of State's *Services for Records Managers* website at:

<http://dos.myflorida.com/library-archives/records-management/>

To obtain an individual printed copy or electronic copy, fax your request to 850.245.6795, Attention: Receptionist, contact the Records Management Program at 850.245.6750, or e-mail recmgt@dos.state.fl.us.

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I. STATUTORY AUTHORITY

This general records schedule is issued by the Department of State, Division of Library and Information Services, in accordance with the statutory provisions of Chapters 119 and 257, Florida Statutes.

Chapter 119, Florida Statutes, defines the terms “public records,” “custodian of public records,” and “agency,” as well as the fundamental process by which disposition of said records is authorized under law.

Chapter 257, Florida Statutes, establishes the Florida State Archives and Records Management Program under the direction of the Division of Library and Information Services, Department of State, and specifically provides for a system for the scheduling and disposition of public records. Chapter 257 also authorizes the Division to establish and coordinate standards, procedures and techniques for efficient and economical record making and keeping, and requires all agencies to appoint a Records Management Liaison Officer.

II. DETERMINING RETENTION REQUIREMENTS

In determining public records retention requirements, four values must be considered to ensure that the records will fulfill their reason for creation and maintenance: administrative, legal, fiscal and historical. These four values have been evaluated in depth to determine the retention requirements of the records listed in this general records schedule.

There are two particular financial factors that may impact the retention period of an agency's records:

- A. Audits - Audits are the means by which independent auditors examine and express an opinion on financial statements and, as applicable, report on public agencies' compliance with laws, regulations and internal controls. Audit requirements for state financial assistance provided by State of Florida agencies to nonstate entities are established by the Florida Single Audit Act, Section 215.97, Florida Statutes.

There are various types of audits. Performance audits examine the economy and efficiency and/or effectiveness of applicable programs, activities or functions. Financial audits include (1) an examination of financial statements in order to express an opinion on the fairness with which they present financial position, results of operations, and changes in financial position in conformity with generally accepted accounting principles; (2) an examination to determine whether operations are properly conducted in accordance with legal and regulatory requirements; and (3) an examination of any additional financial information necessary to comply with generally accepted accounting principles. As applicable, the scope of the financial audit shall include any additional auditing activities necessary to comply with the term “financial audit” as defined and used in *Government Auditing Standards*, as amended. Also as applicable, the scope of a financial audit shall encompass the additional activities necessary to establish compliance with the Single Audit Act Amendments of 1996, Public Law 104-156 (31 USCA ss. 7501 to 7507); United States Office of Management and Budget (OMB) Circular A-133; and other applicable federal law.

The Records Management Program does not track or maintain information on which audits apply to which records in which agencies. Retention schedules are written to alert agencies that certain records *might* be required for audit purposes. Different agencies are subject to different types of audits at different times, and each agency is responsible for knowing what audits might be conducted and retaining needed records for that purpose. For instance, some agencies might be subject to the Federal Single Audit, while others are not. In general, any records relating to finances or financial transactions might

be subject to audit.

Audits may be conducted by the Florida Auditor General, independent public accountants, or other state or federal auditors, as well as grant funding agencies and national or statewide professional accreditation or certification groups. Your finance office, your legal office, and the Auditor General's Office are good sources of information as to which specific records of your agency should be retained for audit purposes.

- B. Grants - Any public agency receiving local, state or federal grant money will need to be familiar with grantor-agency requirements.

III. SCHEDULING AND DISPOSITION OF PUBLIC RECORDS

The procedures for scheduling and disposition of public records, applicable to all public agencies, consist of two separate but related actions:

- A. Establishing a Records Retention Schedule - A retention schedule describing the records and setting the minimum retention period is required for each record series. A record series, as defined in Rule 1B-24, Florida Administrative Code, is "a group of related public records arranged under a single filing arrangement or kept together as a unit (physically or intellectually) because they consist of the same form, relate to the same subject or function, result from the same activity, document a specific type of transaction, or have some other relationship arising from their creation, receipt, or use." Examples of series that agencies might maintain are Personnel Files, Client Case Files, Project Research Files, Equipment Maintenance and Repair Records, or Procurement Files. Each record series might contain records in a variety of forms and formats that collectively document a particular program, function, or activity of the agency. The records retention schedule establishes officially the **minimum** length of time that the record series must be retained.
 - 1. **General records schedules** establish retention requirements for records documenting administrative and program functions common to several or all government agencies, such as personnel, accounting, purchasing, and general administration. General records schedules can cover up to 75-80 percent of an agency's record series. The *General Records Schedule GS1-SL for State and Local Government Agencies* can be used by all state and local agencies in determining their records retention requirements.

Certain agencies can use other general records schedules in conjunction with the GS1-SL. General records schedules have been established for program records of specific functional areas. For example, the *GS5 for Universities and Community Colleges* establishes retention requirements for program records unique to the functions and activities of those types of institutions; the *GS9 for State Attorneys* establishes retention requirements for program records unique to State Attorneys' offices; and the *GS12 for Property Appraisers* establishes retention requirements for program records unique to Property Appraisers' offices. Please contact the Records Management Program to verify which general records schedules are appropriate for use by your agency.

If a similar record series is listed in two general record schedules, the retention requirements contained in the program schedule shall take precedence. For instance, if a record series is listed in both the GS1-SL and the GS3, elections offices should abide by the retention requirements cited in the GS3.

REMEMBER: The retention period stated in the applicable schedule is the **minimum** time a record must be maintained. If two or more record series are filed together, the combined file must be retained through the longest retention

period of those records.

2. **Individual records schedules** establish retention requirements for records that are unique to particular agencies. These schedules are used for the 20-25 percent of an agency's records that are not in a general schedule. To establish an individual records schedule, an agency must submit a Request for Records Retention Schedule, Form LS5E105REff.2-09, to the Records Management Program for review and approval. This "105" form is available on the Records Management website at:

<http://dos.myflorida.com/library-archives/records-management/forms-and-publications/>

Records become eligible for disposition action once they have met the retention requirements specified in an established retention schedule and any other applicable requirements (e.g., litigation). The individual schedule remains effective until there is a change in series content or until other factors are introduced that would affect the retention period, at which time a new individual records retention schedule should be submitted for approval. If a new general records schedule is later established that requires an equal or longer retention period for the same records, that general records schedule supersedes the individual records schedule.

- B. Final Disposition of Public Records - Section 257.36(6), Florida Statutes, states that, "A public record may be destroyed or otherwise disposed of only in accordance with retention schedules established by the division." This means that all records, regardless of access provisions, must be scheduled before disposition can occur (see Sections 119.07-119.0714, Florida Statutes, regarding access provisions). Agencies must identify an appropriate general records schedule or individual records schedule for any records being disposed of. If a retention schedule for the records does not exist, then one must be established by following the procedures listed above for "Establishing a Records Retention Schedule."

Records Disposition Documentation - Agencies must maintain internal documentation of records disposition including retention schedule number, retention schedule item number, records series title, inclusive dates, volume (in cubic feet) of paper records destroyed, and disposition action (manner of disposition) and date. A form titled *Records Disposition Document*, which is recommended for use in documenting records disposition, is available on the Records Management website at <http://dos.myflorida.com/library-archives/records-management/forms-and-publications/>. Agencies must maintain this documentation as a permanent record, but should **not** submit it to the Records Management Program for review or approval.

IV. ARCHIVAL VALUE

- A. **State agencies** - The State Archives of Florida will analyze record series to identify records having enduring historic, administrative, or fiscal value that may be eligible for permanent preservation. If a record series description states, "**These records may have archival value.**" the state agency must contact the State Archives of Florida for archival review before disposition of the records. The RMLO or other agency representative should contact the Archives by telephone at 850.245.6750 or by e-mail at recmgt@dos.state.fl.us. The Archives will provide guidance for the transfer of the records to the State Archives or other appropriate disposition of the records. For records indicating both a **Permanent** retention **and** possible archival value, agencies should contact the State Archives after five years for archival review and guidance as to whether, when, and how to transfer the records to the Archives.

- B. **All other agencies** - When preparing to dispose of records that have met their required retention, carefully consider the potential historical research value of those records. Some records that do not have a permanent retention still might have enduring value to your community as evidence of the interactions between government and citizens and as sources of information about local government, society, and culture. For your convenience, we have indicated that “**These records may have archival value**” for series that are most likely to have such historical or archival value. Not all such records will be determined to be archival; conversely, some records without this statement in the series description might have archival value. Records of historical value to your community should be preserved locally for the benefit of historians and other researchers. Technical assistance in determining archival value is available from State Archives staff at 850.245.6750.

V. ELECTRONIC RECORDS

Records retention schedules apply to records regardless of their physical format. Therefore, records created or maintained in electronic format must be retained in accordance with the minimum retention requirements presented in these schedules, whether the electronic records are the record copy or duplicates. Printouts of standard correspondence in text or word processing files are acceptable in place of the electronic files. Printouts of electronic communications (e-mail, instant messaging, text messaging, multimedia messaging, chat messaging, social networking, or any other current or future electronic messaging technology or device) are acceptable in place of the electronic files, provided that the printed version contains all date/time stamps and routing information. However, in the event that an agency is involved in or can reasonably anticipate litigation on a particular issue, the agency must maintain in native format any and all related and legally discoverable electronic files.

VI. FACTORS THAT MAY INFLUENCE THE DISPOSITION OF RECORDS

- A. Litigation - When a public agency has been notified that a potential cause of action is pending or underway, that agency should **immediately** place a hold on disposition of **any and all** records related to that cause. Your agency’s legal counsel should inform your Records Management Liaison Officer when that hold can be lifted and when the records are again eligible for disposition.
- B. Public Records Requests - According to Section 119.07(1)(h), Florida Statutes, the custodian of a public record may not dispose of a record “for a period of 30 days after the date on which a written request to inspect or copy the record was served on or otherwise made to the custodian of public records by the person seeking access to the record. If a civil action is instituted within the 30-day period to enforce the provisions of this section with respect to the requested record, the custodian of public records may not dispose of the record except by order of a court of competent jurisdiction after notice to all affected parties.”
- C. Accreditation Standards - Some public agencies receive national or statewide accreditation or certification by professional societies, organizations, and associations. Examples may include the Joint Commission on the Accreditation of Healthcare Organizations, the Commission on Accreditation for Law Enforcement Agencies, and the Commission on Office Laboratory Accreditation. In an effort to enhance the professionalism of their members, these groups may place heavier burdens on public agencies than those that are mandated under state or federal law. Agencies may therefore choose to maintain their records for a longer period of time than required by established records retention schedules in order to meet accreditation standards. However, records cannot be disposed of before the minimum retention period dictated by the records retention schedules, even if the accrediting organization requires a shorter

retention period.

- D. Records in Support of Financial or Performance Audits - These records should be retained in accordance with the following guidelines provided by the Florida Office of the Auditor General:

Records must be retained for **at least** three fiscal years (most financial records must be retained for a minimum of five fiscal years in accordance with guidelines of the Department of Financial Services and the Office of the Auditor General). **If subject to the Federal Single Audit (pursuant to 31 USC, Section 7502, and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, Subpart E) or other federal audit or reporting requirements, records must be maintained for the longer of the stated retention period or three years after the release date of the applicable Federal Single Audit or completion of other federal audit or reporting requirements.** Finally, if any other audit, litigation, claim, negotiation, or other action involving the records has been started before the expiration of the retention period and the disposition of the records, the records must be retained until completion of the action and resolution of all issues which arise from it. However, in no case can such records be disposed of before the three fiscal year minimum.

- E. Federal, state, or local laws and regulations regarding recordkeeping and records retention for specific agencies or specific types of records might require a longer retention than indicated in this general schedule. Agencies should be aware of all laws and regulations relating to their records and recordkeeping requirements.

VII. RECORDS MANAGEMENT STANDARDS AND REQUIREMENTS

Unless otherwise prohibited by law or rule, the record copy may be reformatted to microfilm or electronic form as long as the requirements of Rule 1B-26.003 or 1B-26.0021, Florida Administrative Code, are met.

- A. Electronic Recordkeeping is defined in Rule 1B-26.003, Florida Administrative Code, which provides standards and guidelines for creation and maintenance of record (master) copies of public records in electronic form. Public records are those as defined by Section 119.011(12), Florida Statutes.
- B. Microfilm Standards are defined in Rule 1B-26.0021, Florida Administrative Code, which provides standards for microfilming of public records to ensure that the film, photography methods, processing, handling, and storage are in accordance with methods, procedures, and specifications designed to protect and preserve such records on microfilm.

VIII. RECORDS VOLUME CONVERSION TO CUBIC FOOT MEASUREMENTS

Cassette Tapes (200)	1.0 cubic foot
Letter-size, drawer or box	1.5 cubic feet
Legal-size, drawer or box	2.0 cubic feet
Letter-size, 36-inch shelf	2.0 cubic feet
Legal-size, 36-inch shelf	2.5 cubic feet
Magnetic Tapes (12)	1.0 cubic foot
3 x 5 card, ten 12-inch rows	1.0 cubic foot
3 x 5 card, five 25-inch rows	1.0 cubic foot
4 x 6 card, six 12-inch rows	1.0 cubic foot

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5 x 8 card, four 12-inch rows	1.0 cubic foot
16mm microfilm, 100 rolls	1.0 cubic foot
35mm microfilm, 50 rolls	1.0 cubic foot

(1 roll of microfilm contains approximately 1.0 cubic foot of records.)

LAW ENFORCEMENT RECORDS

ACCIDENT RECORDS: MOTOR VEHICLE

Item #196

This record series consists of records generated or received by law enforcement agencies in the course of investigating motor vehicle accidents. Records may include, but are not limited to, traffic accident reports, general correspondence, property receipts, requests for blood test, blood test analyses, accident supplements, supplemental reports, photographs, and National Crime Information Center (NCIC) and Florida Crime Information Center (FCIC) information. Records may include the notifications provided by garages and repair shops who are required under Section 316.065, Florida Statutes, Crashes; reports; penalties, to report collisions. The baseline 4 anniversary year retention is pursuant to the Statute of Limitations, Section 95.11, Florida Statutes. See also "ACCIDENT RECORDS INDEX: MOTOR VEHICLE," "ACCIDENT REPORT FORMS: MOTOR VEHICLE," "CHEMICAL ANALYSIS TEST LOG," "CHEMICAL ANALYSIS TEST REPORTS," and "CITATIONS."

RETENTION:

- a) Record copy. 4 anniversary years or as long as any related Criminal Investigative Records file is retained, whichever is longer.
- b) Duplicates. Retain until obsolete, superseded, or administrative value is lost.

ACCIDENT RECORDS INDEX: MOTOR VEHICLE

Item #120

This record series consists of an index to motor vehicle accident reports and their supporting documentation. The index provides a quick reference point to the actual accident record or case file and may list such information as accident number, location of the accident, date and time, and name of investigating officer. See also "ACCIDENT RECORDS: MOTOR VEHICLE" and "ACCIDENT REPORT FORMS: MOTOR VEHICLE."

RETENTION:

- a) Record copy. Retain as long as item to which it relates.
- b) Duplicates. Retain until obsolete, superseded, or administrative value is lost.

ACCIDENT REPORT LONG FORMS: MOTOR VEHICLE

Item #197

This record series consists of traffic accident report long forms submitted to the Department of Highway Safety and Motor Vehicles or a traffic records center pursuant to Section 316.066(1)(a), Florida Statutes, Written reports of crashes. Long forms must be completed when a motor vehicle crash resulted in death or personal injury; involved a violation of Section 316.061(1), Florida Statutes, Crashes involving damage to vehicle or property; involved a violation of Section 316.193, Florida Statutes, Driving under the influence; or in which a vehicle was rendered inoperative to a degree that required a wrecker to remove it from traffic. This retention is for the copy retained by the reporting agency, not for the copy received by the Department of Highway Safety and Motor Vehicles. See also "ACCIDENT RECORDS INDEX: MOTOR VEHICLE," "ACCIDENT RECORDS: MOTOR VEHICLE," "ACCIDENT REPORT SHORT FORMS: MOTOR VEHICLE," "CHEMICAL ANALYSIS TEST LOG," "CHEMICAL ANALYSIS TEST REPORTS," and "CITATIONS."

RETENTION:

- a) Record copy. 180 days.
- b) Duplicates. Retain until obsolete, superseded, or administrative value is lost.

ACCIDENT REPORT SHORT FORMS: MOTOR VEHICLE

Item #213

This record series consists of traffic accident report short forms required for every crash pursuant to Section 316.066(1)(b), Florida Statutes, Written reports of crashes, in which a Florida Traffic Crash Report Long Form is not required. This series includes proof of insurance provided by each party involved in the crash. See also "ACCIDENT REPORT LONG FORMS: MOTOR VEHICLE," "ACCIDENT RECORDS INDEX: MOTOR VEHICLE," "ACCIDENT RECORDS: MOTOR VEHICLE," "ACCIDENT REPORT LONG FORMS: MOTOR VEHICLE," "CHEMICAL ANALYSIS TEST LOG," "CHEMICAL ANALYSIS TEST REPORTS," and "CITATIONS."

RETENTION:

- a) Record copy. 4 anniversary years.
- b) Duplicates. Retain until obsolete, superseded, or administrative value is lost.

ACCREDITATION RECORDS: LAW ENFORCEMENT AGENCY

Item #195

This record series consists of all materials and documentation used for the purpose of demonstrating compliance with the professional standards established by the Commission for Florida Law Enforcement Accreditation or the Commission on Accreditation for Law Enforcement Agencies. These records may include, but are not limited to, general or special orders, rules and regulations, standard operating procedures, internal reports, forms, correspondence, and tabulations. They may also include a formal written assessment statement of the agency's compliance or noncompliance and subsequent follow-up reports. See also "ACCREDITATION RECORDS: CORRECTIONAL FACILITY."

RETENTION:

- a) Record copy. 3 anniversary years after accreditation.
- b) Duplicates. Retain until obsolete, superseded, or administrative value is lost.

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ACTIVITY LOGS

Item #34

This record series consists of daily logs documenting all activities occurring during a shift in a law enforcement agency or correctional or detention facility. The purpose of this log is to update the next shift of all activities occurring prior to their arrival on duty. This series does not include Activity Reports, which are covered under *General Records Schedule GS1-SL for State and Local Government Agencies*, Item #124, "OPERATIONAL AND STATISTICAL REPORTS."

RETENTION:

- a) Record copy. 1 anniversary year provided applicable audits have been released.
- b) Duplicates. Retain until obsolete, superseded, or administrative value is lost.

ALARM AND EMERGENCY CONTACT RECORDS

Item #4

This record series consists of alarm registration records and emergency contact lists. The series may include forms completed by a business or residential owner naming emergency contacts, name of owner of business or residence, type of alarm, location of safe, and alarm company name. These records are used to contact a business or residence owner if the owner's property is vandalized or damaged. These records also enable the officer to contact the alarm company to have an alarm shut off or reset after responding. This series may also include emergency contact information for the company that installed the alarm system. See also "SPECIAL WATCH RECORDS."

RETENTION:

- a) Record copy. Retain until obsolete, superseded, or administrative value is lost.
- b) Duplicates. Retain until obsolete, superseded, or administrative value is lost.

AMBULANCE LOGS

Item #5

This record series logs ambulances dispatched at police request through a central communications facility. Information may include date and time called, location of call, zone, ambulance dispatched, special remarks, call cancelled and reason, and call number. This record is used to verify that the ambulance was requested by an officer for payment purposes. This series does not include medical treatment information.

RETENTION:

- a) Record copy. 5 fiscal years provided applicable audits have been released.
- b) Duplicates. Retain until obsolete, superseded, or administrative value is lost.

ANNUAL REPORT TO THE BOARD OF COUNTY COMMISSIONERS

Item #6

This record series consists of annual reports required of each county officer who receives any expenses or compensation in fees, commissions, or other remuneration. The report contains an annual listing of all such fees, commissions, or remuneration, and shows in detail the purpose, character, and amount of all official expenses and the unexpended budget balance. This report is pursuant to Section 218.36, Florida Statutes, County officers; record and report of fees and disposition of same. *This record series may have archival value.*

RETENTION:

- a) Record copy. 5 fiscal years provided applicable audits have been released.
- b) Duplicates. Retain until obsolete, superseded, or administrative value is lost.

APPEARANCE BOND REGISTERS

Item #14

This record series documents appearance bonds and may include the bond number, date received, name of defendant, amount of paper bond, amount of cash bond, from whom the cash was received, the name of the bondsman, by whom it was accepted, the court to which it is returnable, the disposition of the cases and bond, interest rate, due date, date of disposition, and the number of the check which disposed of the bond.

RETENTION:

- a) Record copy. 5 fiscal years provided applicable audits have been released.
- b) Duplicates. Retain until obsolete, superseded, or administrative value is lost.

APPLICATIONS: CONCEALED WEAPONS/FIREARMS

Item #151

This record series consists of applications to carry a concealed weapon or firearm. This series is no longer accumulating, as this function is now conducted by the Department of Agriculture and Consumer Services pursuant to Section 790.06, Florida Statutes, License to carry concealed weapon or firearm.

RETENTION:

- a) Record copy. Retain until obsolete, superseded, or administrative value is lost.
- b) Duplicates. Retain until obsolete, superseded, or administrative value is lost.

ARREST RECORDS: OFFENDER INFORMATION

Item #32

This record series documents each adult and juvenile arrested. The records provide such information as complete name; alias or nickname; residence; sex; age; date of birth; place of birth; height; weight; color of hair; color of eyes; complexion; race; date of arrest and/or offense; offense committed; car make, year, license number, and state; occupation; habits; name of closest relative or friends; scars, marks, or tattoos; any abnormalities; and special remarks. The juvenile records may also include parent(s) or guardian's name(s), telephone number(s), and occupation(s). If the arrest results in an investigation, the

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record should be filed with the applicable Criminal Investigative Records item. See also "CRIMINAL INVESTIGATIVE RECORDS" items, "CRIMINAL HISTORY SUMMARY RECORDS/RAP SHEETS," and "MASTER NAME INDEXES."

RETENTION:

- a) Record copy. Retain until obsolete, superseded, or administrative value is lost.
- b) Duplicates. Retain until obsolete, superseded, or administrative value is lost.

ARREST WARRANTS/CAPIAS/ORDERS

Item #7

This record series consists of arrest warrants, capias (bench warrants), or orders including the name of the individual sought for arrest, the offense, and the name of the arresting officer and/or officer who requested the warrant. If the arrest results in or relates to a criminal investigation, the warrant should be filed with the applicable Criminal Investigative Records item. See also "CRIMINAL INVESTIGATIVE RECORDS" items, "WARRANT CASE FILES," and "WARRANT INDEX."

RETENTION:

- a) Record copy. Retain until satisfied, canceled, withdrawn, or otherwise disposed of.
- b) Duplicates. Retain until obsolete, superseded, or administrative value is lost.

AUCTION RECORDS

Item #10

This record series documents the sale at public auction of abandoned and unclaimed articles (e.g., vehicles, bicycles, surfboards) and found property. The records may include a list of abandoned, unclaimed, and found articles and property, the advertisement of public sale, and the auction receipt form reporting money received for items sold at auction. Public sales of abandoned or lost property are pursuant to Section 705.103, Florida Statutes, Procedure for abandoned or lost property. See also "PROPERTY RECORDS: SEIZED/ABANDONED/FORFEITED."

RETENTION:

- a) Record copy. 5 fiscal years provided applicable audits have been released.
- b) Duplicates. Retain until obsolete, superseded, or administrative value is lost.

BACKGROUND CHECKS: OUTSIDE AGENCIES/BUSINESSES

Item #153

This record series documents background checks performed at the request of another agency or business for volunteer or employment purposes. The series may include, but is not limited to, background check forms, the results, and fingerprint cards. See also "CRIMINAL HISTORY DISSEMINATION RECORDS: FCIC/NCIC."

RETENTION:

- a) Record copy. Retain until obsolete, superseded, or administrative value is lost.
- b) Duplicates. Retain until obsolete, superseded, or administrative value is lost.

BE ON THE LOOKOUT (BOLO) RECORDS

Item #11

This record series consists of records compiled when a "Be On the Lookout" (BOLO) is requested. The BOLO form is completed to provide uniformity in communicating the necessary information and may continue to be used for in-house information. The series may also include photographs, license plate records, vehicle description, and other related information. See also "BULLETINS: DAILY."

RETENTION:

- a) Record copy. Retain until request is rescinded or satisfied.
- b) Duplicates. Retain until obsolete, superseded, or administrative value is lost.

BULLETINS: DAILY

Item #33

This record series consists of bulletins that communications dispatchers prepare daily to provide basic information to the officers. Each bulletin covers a 24-hour period and indicates officers on duty, vehicle assignments, and any special messages such as descriptions of suspicious persons. See also "BE ON THE LOOKOUT (BOLO) RECORDS."

RETENTION:

- a) Record copy. Retain until obsolete, superseded, or administrative value is lost.
- b) Duplicates. Retain until obsolete, superseded, or administrative value is lost.

CHEMICAL ANALYSIS TEST LOG

Item #122

This record series consists of a log of all chemical analysis tests. Retention is based on Rule 11D-8.0075, Florida Administrative Code, Agency Retention of Records. See also "CHEMICAL ANALYSIS TEST REPORTS," and "CRIMINAL INVESTIGATIVE RECORDS" items.

RETENTION:

- a) Record copy. 3 anniversary years after last entry.
- b) Duplicates. Retain until obsolete, superseded, or administrative value is lost.

CHEMICAL ANALYSIS TEST REPORTS

Item #17

This record series documents information generated when chemically testing individuals suspected of illegally being under the influence of alcohol or drugs. Information includes city and county in which test was performed; date and time of test; type of testing instrument; serial number of instrument; location of instrument; subject's name, age, race, and sex; blood alcohol test

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results; chemical test operator; arresting officer and agency; citation number; charge; accident (if any); operational checklist; total time subject was observed; date of preventive maintenance; date and time simulation performed; date last simulation test conducted; simulator concentration; results of simulation test and operator; and chemical test operator and agency. Retention is based on Rule 11D-8.0075, Florida Administrative Code, Agency Retention of Records. If the report relates to an investigation, the record should be filed with the applicable Criminal Investigative Records item. See also "CHEMICAL ANALYSIS TEST LOG" and "CRIMINAL INVESTIGATIVE RECORDS" items.

RETENTION:

- a) Record copy. 3 anniversary years after submitted.
- b) Duplicates. Retain until obsolete, superseded, or administrative value is lost.

CITATION BOOK RECEIPT RECORDS

Item #157

This record series documents receipt of citation books by officers, indicating which officer received which citation book and date of receipt. This series also assists the agency in monitoring the performance of each officer. See also "CITATIONS."

RETENTION:

- a) Record copy. 1 anniversary year.
- b) Duplicates. Retain until obsolete, superseded, or administrative value is lost.

CITATION LOGS

Item #101

This record series documents citations issued, listing ticket number, name of violator, date ticket was issued, and the officer's name. This series may also list any citations which are damaged or upon which an entry was made but the citation was never issued. These records are created pursuant to Section 316.650, Florida Statutes, Traffic citations; Section 327.74, Florida Statutes, Uniform boating citations; or Section 372.701, Florida Statutes, Arrest by officers of the Fish and Wildlife Conservation Commission; recognizance; cash bond; citation. See also "CITATION TRANSMITTAL RECORDS" and "CITATIONS."

RETENTION:

- a) Record copy. 1 fiscal year provided applicable audits have been released.
- b) Duplicates. Retain until obsolete, superseded, or administrative value is lost.

CITATION TRANSMITTAL RECORDS

Item #102

This record series documents those traffic citations and the citation numbers which have been issued and sent to the Department of Highway Safety and Motor Vehicles or the Fish and Wildlife Conservation Commission. This retention is for the copy retained by the transmitting agency, not for the copy received by the Department of Highway Safety and Motor Vehicles or the Fish and Wildlife Conservation Commission. These records are created pursuant to Section 316.650(6), Florida Statutes, Traffic citations, or Section 327.74(6), Florida Statutes, Uniform boating citations. See also "CITATION LOGS" and "CITATIONS."

RETENTION:

- a) Record copy. 1 fiscal year provided applicable audits have been released.
- b) Duplicates. Retain until obsolete, superseded, or administrative value is lost.

CITATIONS

Item #103

This record series consists of citations and complaints notifying the alleged violator to appear and answer to charges of violating traffic, wildlife, boating, or other municipal ordinances or state or federal laws. The series contains the case docket number; court location; name, address, and pertinent facts of the offender; description of the vehicle; types of offense and prevailing conditions; name and badge number of the officer or other complainant; court appearance date; and the signature of the offender. Issued along with traffic citations may be an "affidavit-of-compliance" indicating that a non-commercial vehicle is operating in an unsafe manner or with inoperable equipment, per Section 316.610, Florida Statutes, Safety of vehicle; inspection. Copies of citations go to the Clerk of the Court, the individual cited, and any applicable state agency (Department of Highway Safety and Motor Vehicles, Department of Environmental Protection, or the Florida Fish and Wildlife Conservation Commission). This retention is for the copy retained by the issuing agency, not for the copy sent to the Clerk of Court, Department of Highway Safety and Motor Vehicles, the Department of Environmental Protection, or the Fish and Wildlife Conservation Commission. Citations may also be known as "parking tickets," "boating tickets," "wildlife citations," "parking citations," "traffic summons," or "non-moving citations." These records are created pursuant to Section 316.650, Florida Statutes, Traffic citations; Section 327.74, Florida Statutes, Uniform boating citations; or Section 372.701, Florida Statutes, Arrest by officers of the Fish and Wildlife Conservation Commission; recognizance; cash bond, citation. **For Code Enforcement citations, see General Records Schedule GS1-SL for State and Local Government Agencies, Item #236, "CODE ENFORCEMENT HEARING CASE FILES," and Item #237, "CODE VIOLATION RECORDS."** See also "ACCIDENT RECORDS: MOTOR VEHICLE," "ACCIDENT REPORT FORMS: MOTOR VEHICLE," "CITATION LOGS," "CITATION TRANSMITTAL RECORDS," and "NOTICES: TO APPEAR IN COURT."

RETENTION:

- a) Record copy. 60 days after citation issued.
- b) Duplicates. Retain until obsolete, superseded, or administrative value is lost.

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CITIZEN RIDE-ALONG REQUEST AND RELEASE RECORDS

Item #158

This record series consists of citizen applications to ride in a patrol car and/or patrol vessel with an officer and observe during the officer's shift. The records provide date and time of ride-along and a liability release. The retention period is pursuant to Section 95.11, Florida Statutes, the Statute of Limitations for negligence and wrongful death.

RETENTION:

- a) Record copy. 4 anniversary years after ride-along.
- b) Duplicate. Retain until obsolete, superseded, or administrative value is lost.

CIVIL INDEXES

Item #18

This record series consists of an index of parties to civil suits (also known as civil actions or lawsuits) providing access by name of party and indicating date served and by whom served. See also "CIVIL PROCESS/RETURN RECORDS."

RETENTION:

- a) Record copy. 3 anniversary years after last entry provided applicable audits have been released.
- b) Duplicates. Retain until obsolete, superseded, or administrative value is lost.

CIVIL PROCESS/RETURN RECORDS

Item #19

This record series documents process serving by law enforcement agencies and may include such information as name of plaintiff and defendant, type of writ, case number, cause of action, court, receipt, deposit, attorney, date received, name, date, time of service, and costs. If this is the only record of financial transactions relating to civil process and returns, see *General Records Schedule GS1-SL for State and Local Government Agencies*, Item #365, "RECEIPT/REVENUE RECORDS: DETAIL." See also "CIVIL INDEXES," "EXECUTION DOCKET RECORDS," "EXECUTION RECORDS: RECEIPT FOR RETURN," "EXECUTION RECORDS: SATISFIED," "EXECUTION RECORDS: SUPPORTING DOCUMENTS," and "EXECUTION RECORDS: UNSATISFIED."

RETENTION:

- a) Record copy. 3 fiscal years provided applicable audits have been released.
- b) Duplicates. Retain until obsolete, superseded, or administrative value is lost.

CODE SHEETS

Item #20

This record series consists of code sheets which are used to transmit statistical information for crime prevention. Codes might be referred to by other names, such as nature codes or disposition codes.

RETENTION:

- a) Record copy. Retain until obsolete, superseded, or administrative value is lost.
- b) Duplicates. Retain until obsolete, superseded, or administrative value is lost.

COMBAT AUTO THEFT (CAT) PROGRAM RECORDS

Item #159

This record series documents citizens' participation in the Combat Auto Theft (CAT) Program. This program is designed to reduce the number of auto thefts by allowing law enforcement officers to perform an investigative stop of a participant's vehicle during designated hours to determine if the vehicle has been stolen. The series includes consent/registration forms, address and phone number updates, and withdrawal forms required from participants removing a vehicle from the program. The retention period is based on Section 95.11(3), Florida Statutes, the Statute of Limitations for filing an action based upon negligence, false arrest, false imprisonment, and malicious interference.

RETENTION:

- a) Record copy. 4 anniversary years after vehicle withdrawn from program.
- b) Duplicates. Retain until obsolete, superseded, or administrative value is lost.

COMMITMENT TO SERVE SENTENCE FORMS

Item #21

This record series consists of forms completed by the court and signed by the judge committing an individual to jail or to pay a fine. The form provides name of person charged, date of conviction, type of offense, amount of fine, and length of sentence. The law enforcement agency's record copy is a duplicate of the official record copy on file with the Clerk of the Circuit Court. See also "BOOKING RECORDS."

RETENTION:

- a) Record copy. Retain until obsolete, superseded, or administrative value is lost.
- b) Duplicates. Retain until obsolete, superseded, or administrative value is lost.

COMPLAINT/INCIDENT LOGS

Item #24

This record series lists all complaints or incidents to which a unit or officer responded showing name(s) of individual(s) involved, address, time, charges, complaint number assigned, report number, date, capsule information on complainant, nature of complaint, officers dispatched (if any), and immediate disposition of case. In some agencies, these records are generated from Computer Aided Dispatch (CAD) systems. See also "COMPLAINT/INCIDENT REPORTS."

RETENTION:

- a) Record copy. 2 anniversary years after last entry provided applicable audits have been released.
- b) Duplicates. Retain until obsolete, superseded, or administrative value is lost.

*****LAW ENFORCEMENT RECORDS*****

COMPLAINT/INCIDENT REPORTS

Item #25

This record series consists of reports completed by officers responding to a crime, disturbance, complaint, or other incident. The reports provide date; time; type of call; complaint number assigned; complainant's name, address, and phone number; name of victim (if any); desk officer; officer assigned; how complaint was reported; location of complaint or incident; responding officer(s); response/action taken; time and date unit was dispatched, arrived at scene, and returned to service; and immediate disposition of case. This report may be referred to as a "First Contact Police Report," "Offense/Incident Report," or "Case Report." This series also includes Baker Act Incident Reports. The retention period is based on the Statute of Limitations, Section 95.11, Florida Statutes. **If the complaint or incident results in an investigation, a copy of the report should be filed with the applicable Criminal Investigative Records item.** See also "COMPLAINT/INCIDENT LOGS," and "CRIMINAL INVESTIGATIVE RECORDS" items.

RETENTION:

- a) Record copy. 4 anniversary years after complaint/incident closed.
- b) Duplicates. Retain until obsolete, superseded, or administrative value is lost.

CONFIDENTIAL INFORMANT FILES

Item #199

This record series consists of information pertaining to the identity of confidential informants. The series may include, but is not limited to, the informant's name, address, telephone number, race, sex, height, hair and eye color, social security number, date of birth, criminal history report, fingerprint card, photographs, and names of family members. If the informant is a paid informant, the series may also include records of payments to the informant.

RETENTION:

- a) Record copy. 5 fiscal years following last contact with informant provided applicable audits have been released.
- b) Duplicates. Retain until obsolete, superseded, or administrative value is lost.

CONFISCATED INTOXICATING BEVERAGE RECORDS: SALE PROHIBITED

Item #123

This record series consists of itemized records, signed by the sheriff, documenting the seizure of intoxicating liquors, wines, or beer in counties which prohibit the sale of intoxicating liquors, wines, or beer, including a complete record of the destruction of such intoxicating beverages. Creation and retention of records is pursuant to Section 568.12, Florida Statutes, Record of Confiscation Required. See also "CONFISCATED INTOXICATING BEVERAGE REPORTS: ILLICIT LIQUOR."

RETENTION:

- a) Record copy. **Permanent.**
- b) Duplicates. Retain until obsolete, superseded, or administrative value is lost.

CONFISCATED INTOXICATING BEVERAGE REPORTS: ILLICIT LIQUOR

Item #26

This record series consists of the law enforcement agency's copies of seized illicit intoxicating beverage reports submitted to the Division of Alcoholic Beverages and Tobacco by local law enforcement agencies pursuant to Section 562.38, Florida Statutes, Report of Seizures. See also "CONFISCATED INTOXICATING BEVERAGE RECORDS: SALE PROHIBITED."

RETENTION:

- a) Record copy. Retain until obsolete, superseded, or administrative value is lost.
- b) Duplicates. Retain until obsolete, superseded, or administrative value is lost.

CRIME ANALYSIS RECORDS

Item #70

This record series consists of records documenting analytical activities involved in determining the *modus operandi* (MO), crime patterns, and related activities of known and unknown persons suspected of involvement in criminal activity. These records may also be filed as part of an applicable Criminal Investigative Records item.

RETENTION:

- a) Record copy. Retain until obsolete, superseded, or administrative value is lost.
- b) Duplicates. Retain until obsolete, superseded, or administrative value is lost.

CRIMINAL HISTORY DISSEMINATION RECORDS: FCIC/NCIC

Item #42

This record series documents the dissemination of FCIC/NCIC criminal history records, providing the date of release of the records, to whom the information relates, to whom the information was released, state identification or FBI number, and the purpose for which the information was requested. These records are created and maintained pursuant to 28CFR20, Subpart C, Federal Systems and Exchange of Criminal History Record Information; Section 943.053, Florida Statutes, Dissemination of criminal justice information; fees; and Section 943.055, Florida Statutes, Records and audit.

RETENTION:

- a) Record copy. 4 anniversary years after distributed.
- b) Duplicates. Retain until obsolete, superseded, or administrative value is lost.

CRIMINAL HISTORY SUMMARY RECORDS/RAP SHEETS

Item #85

This record series consists of criminal histories of arrested individuals or criminal suspects.

RETENTION:

- a) Record copy. Retain until obsolete, superseded, or administrative value is lost.
- b) Duplicates. Retain until obsolete, superseded, or administrative value is lost.

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CRIMINAL INTELLIGENCE INFORMATION RECORDS

Item #30

This record series consists of "information with respect to an identifiable person or group of persons collected by a criminal justice agency in an effort to anticipate, prevent or monitor possible criminal activity" (Section 119.011(3)(a), Florida Statutes, Public Records; Definitions). Pursuant to Section 119.011(3)(d), Florida Statutes, "Criminal intelligence information shall be considered 'active' as long as it is related to intelligence gathering conducted with a reasonable, good faith belief that it will lead to detection of ongoing or reasonably anticipated criminal activities . . . In addition, criminal intelligence and criminal investigative information shall be considered 'active' while such information is directly related to pending prosecutions or appeals. The word 'active' shall not apply to information in cases which are barred from prosecution under the provisions of s. 775.15 [Time limitations; general time limitations; exceptions] or other statute of limitation." See also "CRIMINAL INVESTIGATIVE RECORDS" items.

RETENTION:

- a) Record copy. Retain until obsolete, superseded, or administrative value is lost.
- b) Duplicates. Retain until obsolete, superseded, or administrative value is lost.

CRIMINAL INVESTIGATIVE RECORDS: CAPITAL/LIFE FELONY

Item #31

This record series consists of information with respect to an identifiable person or group of persons compiled by a criminal justice agency in the course of conducting a criminal investigation of a specific act or omission constituting a capital or life felony, including information derived by laboratory tests, reports of investigators or informants, or any type of surveillance (Section 119.011(3)(b), Florida Statutes). The series may also contain, but is not limited to, fingerprints and/or palm prints and print classification of the person arrested; FBI history number; state identification number; original and supplemental arrest reports and records; arrest affidavit; booking records; jail commitment records; first appearance records; copies of warrants; photographs; narrative describing case or offense; correspondence; the disposition of the case; bond and fine information for the person to be released from jail; commitment orders; court orders; record of offender's incarceration; Miranda rights form; family history; releasing orders; date of release; reason for release; court dispositions; and medical information. Retention is pursuant to Section 775.15, Florida Statutes, Time limitations; general time limitations; exceptions. See also "CRIMINAL INTELLIGENCE INFORMATION RECORDS" and other "CRIMINAL INVESTIGATIVE RECORDS" items.

RETENTION:

- a) Record copy. 100 anniversary years after crime committed.
- b) Duplicates. Retain until obsolete, superseded, or administrative value is lost.

CRIMINAL INVESTIGATIVE RECORDS: CHILD ABUSE OR NEGLECT

Item #200

This record series consists of information with respect to an identifiable person or group of persons compiled by a criminal justice agency in the course of conducting a criminal investigation of a specific act or omission constituting child abuse, neglect, abandonment, and endangerment, including information derived by laboratory tests, reports of investigators or informants, or any type of surveillance (Section 119.011(3)(b), Florida Statutes). The series may also contain, but is not limited to, fingerprints and/or palm prints and print classification of the person arrested; FBI history number; state identification number; original and supplemental arrest reports and records; arrest affidavit; booking records; jail commitment records; first appearance records; copies of warrants; photographs; narrative describing case or offense; correspondence; the disposition of the case; bond and fine information for the person to be released from jail; commitment orders; court orders; record of offender's incarceration; Miranda rights form; family history; releasing orders; date of release; reason for release; court dispositions; and medical information. Retention is pursuant to Statute of Limitations, Section 95.11(7), Florida Statutes, For Intentional Torts Based on Abuse. **Retention may need to be extended under conditions established by Section 775.15(12)(b) – Section 775.15(16), Florida Statutes.** See also "CRIMINAL INTELLIGENCE INFORMATION RECORDS" and other "CRIMINAL INVESTIGATIVE RECORDS" items.

RETENTION:

- a) Record copy. 7 anniversary years after the age of majority, or 4 anniversary years after the injured person leaves the dependency of the abuser, or 4 anniversary years from the time of discovery by the injured party of both the injury and the causal relationship between the injury and the abuse, whichever occurs later. **Retention may need to be extended under conditions established by Section 775.15(12)(b) – Section 775.15(16), Florida Statutes.**
- b) Duplicates. Retain until obsolete, superseded, or administrative value is lost.

CRIMINAL INVESTIGATIVE RECORDS: DEGREE OF CRIME UNKNOWN/NO CHARGES FILED

Item #129

This record series consists of information with respect to an identifiable person or group of persons compiled by a criminal justice agency in the course of conducting a criminal investigation of a specific act or omission where the degree of crime is unknown or there were no charges ultimately filed, including information derived by laboratory tests, reports of investigators or informants, or any type of surveillance (Section 119.011(3)(b), Florida Statutes). The series may also contain, but is not limited to, fingerprints and/or palm prints and print classification of the person arrested; FBI history number; state identification number; original and supplemental arrest reports and records; arrest affidavit; booking records; jail commitment records; first appearance records; copies of warrants; photographs; narrative describing case or offense; correspondence; the disposition of the case; bond and fine information for the person to be released from jail; commitment orders; court orders; record of offender's incarceration; Miranda rights form; family history; releasing orders; date of release; reason for release; court dispositions; and medical information. Retention is pursuant to Section 775.15, Florida Statutes, Time limitations; general time limitations; exceptions. See also "CRIMINAL INTELLIGENCE INFORMATION RECORDS" and other "CRIMINAL INVESTIGATIVE RECORDS" items.

LAW ENFORCEMENT RECORDS

RETENTION:

- a) Record copy. 4 anniversary years after offense committed.
- b) Duplicates. Retain until obsolete, superseded, or administrative value is lost.

CRIMINAL INVESTIGATIVE RECORDS: ELDERS/DISABLED ADULTS ABUSE, NEGLECT, OR EXPLOITATION

Item #124

This record series consists of information with respect to an identifiable person or group of persons compiled by a criminal justice agency in the course of conducting a criminal investigation of a specific act or omission constituting abuse, neglect, or exploitation of elders or disabled adults, including information derived by laboratory tests, reports of investigators or informants, or any type of surveillance (Section 119.011(3)(b), Florida Statutes). The series may also contain, but is not limited to, fingerprints and/or palm prints and print classification of the person arrested; FBI history number; state identification number; original and supplemental arrest reports and records; arrest affidavit; booking records; jail commitment records; first appearance records; copies of warrants; photographs; narrative describing case or offense; correspondence; the disposition of the case; bond and fine information for the person to be released from jail; commitment orders; court orders; record of offender's incarceration; Miranda rights form; family history; releasing orders; date of release; reason for release; court dispositions; and medical information. Retention is pursuant to Section 775.15, Florida Statutes, Time limitations; general time limitations; exceptions. **Retention may need to be extended under conditions established by Section 775.15(12)(b) – Section 775.15(16), Florida Statutes.** See also “CRIMINAL INTELLIGENCE INFORMATION RECORDS” and other “CRIMINAL INVESTIGATIVE RECORDS” items.

RETENTION:

- a) Record copy. 8 anniversary years after offense committed. **Retention may need to be extended under conditions established by Section 775.15(12)(b) – Section 775.15(16), Florida Statutes.**
- b) Duplicates. Retain until obsolete, superseded, or administrative value is lost.

CRIMINAL INVESTIGATIVE RECORDS: FELONY, 1st DEGREE

Item #125

This record series consists of information with respect to an identifiable person or group of persons compiled by a criminal justice agency in the course of conducting a criminal investigation of a specific act or omission constituting a 1st degree felony, including information derived by laboratory tests, reports of investigators or informants, or any type of surveillance (Section 119.011(3)(b), Florida Statutes). The series may also contain, but is not limited to, fingerprints and/or palm prints and print classification of the person arrested; FBI history number; state identification number; original and supplemental arrest reports and records; arrest affidavit; booking records; jail commitment records; first appearance records; copies of warrants; photographs; narrative describing case or offense; correspondence; the disposition of the case; bond and fine information for the person to be released from jail; commitment orders; court orders; record of offender's incarceration; Miranda rights form; family history; releasing orders; date of release; reason for release; court dispositions; and medical information. Retention is pursuant to Section 775.15, Florida Statutes, Time limitations; general time limitations; exceptions. **Retention may need to be extended under conditions established by Section 775.15(12)(b) – Section 775.15(16), Florida Statutes.** See also “CRIMINAL INTELLIGENCE INFORMATION RECORDS” and other “CRIMINAL INVESTIGATIVE RECORDS” items.

RETENTION:

- a) Record copy. 7 anniversary years after offense committed. **Retention may need to be extended under conditions established by Section 775.15(12)(b) – Section 775.15(16), Florida Statutes.**
- b) Duplicates. Retain until obsolete, superseded, or administrative value is lost.

CRIMINAL INVESTIGATIVE RECORDS: FELONY, 2nd AND 3rd DEGREE

Item #126

This record series consists of information with respect to an identifiable person or group of persons compiled by a criminal justice agency in the course of conducting a criminal investigation of a specific act or omission constituting a 2nd or 3rd degree felony, including information derived by laboratory tests, reports of investigators or informants, or any type of surveillance (Section 119.011(3)(b), Florida Statutes). The series may also contain, but is not limited to, fingerprints and/or palm prints and print classification of the person arrested; FBI history number; state identification number; original and supplemental arrest reports and records; arrest affidavit; booking records; jail commitment records; first appearance records; copies of warrants; photographs; narrative describing case or offense; correspondence; the disposition of the case; bond and fine information for the person to be released from jail; commitment orders; court orders; record of offender's incarceration; Miranda rights form; family history; releasing orders; date of release; reason for release; court dispositions; and medical information. Retention is pursuant to Section 775.15, Florida Statutes, Time limitations; general time limitations; exceptions. **Retention may need to be extended under conditions established by Section 775.15(12)(b) – Section 775.15(16), Florida Statutes.** See also “CRIMINAL INTELLIGENCE INFORMATION RECORDS” and other “CRIMINAL INVESTIGATIVE RECORDS” items.

RETENTION:

- a) Record copy. 6 anniversary years after offense committed. **Retention may need to be extended under conditions established by Section 775.15(12)(b) – Section 775.15(16), Florida Statutes.**
- b) Duplicates. Retain until obsolete, superseded, or administrative value is lost.

CRIMINAL INVESTIGATIVE RECORDS: FELONY, DESTRUCTIVE DEVICE

Item #214

This record series consists of information with respect to an identifiable person or group of persons compiled by a criminal justice agency in the course of conducting a criminal investigation of a specific act or omission

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constituting a felony resulting in injury to any person, when such felony arises from the use of a destructive device. This series includes information derived by laboratory tests, reports of investigators or informants, or any type of surveillance (Section 119.011(3)(b), Florida Statutes). The series may also contain, but is not limited to, fingerprints and/or palm prints and print classification of the person arrested; FBI history number; state identification number; original and supplemental arrest reports and records; arrest affidavit; booking records; jail commitment records; first appearance records; copies of warrants; photographs; narrative describing case or offense; correspondence; the disposition of the case; bond and fine information for the person to be released from jail; commitment orders; court orders; record of offender's incarceration; Miranda rights form; family history; releasing orders; date of release; reason for release; court dispositions; and medical information. Retention is pursuant to Section 775.15, Florida Statutes, Time limitations; general time limitations; exceptions. Refer to Section 790.001, Florida Statutes, Definitions. **Retention may need to be extended under conditions established by Section 775.15(12)(b) – Section 775.15(16), Florida Statutes.** See also "CRIMINAL INTELLIGENCE INFORMATION RECORDS" and other "CRIMINAL INVESTIGATIVE RECORDS" items.

RETENTION:

- a) Record copy. 13 anniversary years after offense committed. **Retention may need to be extended under conditions established by Section 775.15(12)(b) – Section 775.15(16), Florida Statutes.**
- b) Duplicates. Retain until obsolete, superseded, or administrative value is lost.

CRIMINAL INVESTIGATIVE RECORDS: FELONY, ENVIRONMENTAL CONTROL

Item #215

This record series consists of information with respect to an identifiable person or group of persons compiled by a criminal justice agency in the course of conducting a criminal investigation of a specific act or omission constituting a felony violation of Chapter 403, Florida Statutes, Environmental Control. This series includes information derived by laboratory tests, reports of investigators or informants, or any type of surveillance (Section 119.011(3)(b), Florida Statutes). The series may also contain, but is not limited to, fingerprints and/or palm prints and print classification of the person arrested; FBI history number; state identification number; original and supplemental arrest reports and records; arrest affidavit; booking records; jail commitment records; first appearance records; copies of warrants; photographs; narrative describing case or offense; correspondence; the disposition of the case; bond and fine information for the person to be released from jail; commitment orders; court orders; record of offender's incarceration; Miranda rights form; family history; releasing orders; date of release; reason for release; court dispositions; and medical information. **Retention is pursuant to Section 775.15, Florida Statutes, Time limitations; general time limitations; exceptions. Retention may need to be extended under conditions established by Section 775.15(12)(b) – Section 775.15(16), Florida Statutes.** See also "CRIMINAL INTELLIGENCE INFORMATION RECORDS" and other "CRIMINAL INVESTIGATIVE RECORDS" items.

RETENTION:

- a) Record copy. 8 anniversary years after offense committed. **Retention may need to be extended under conditions established by Section 775.15(12)(b) – Section 775.15(16), Florida Statutes.**
- b) Duplicates. Retain until obsolete, superseded, or administrative value is lost.

CRIMINAL INVESTIGATIVE RECORDS: FRAUD

Item #201

This record series consists of information with respect to an identifiable person or group of persons compiled by a criminal justice agency in the course of conducting a criminal investigation of a specific act or omission constituting fraud, such as Medicaid provider fraud or security or investment fraud. The series includes any information derived by laboratory tests, reports of investigators or informants, or any type of surveillance (Section 119.011(3)(b), Florida Statutes). The series may also contain, but is not limited to, fingerprints and/or palm prints and print classification of the person arrested; FBI history number; state identification number; original and supplemental arrest reports and records; arrest affidavit; booking records; jail commitment records; first appearance records; copies of warrants; photographs; narrative describing case or offense; correspondence; the disposition of the case; bond and fine information for the person to be released from jail; commitment orders; court orders; record of offender's incarceration; Miranda rights form; family history; releasing orders; date of release; reason for release; court dispositions; and medical information. Retention is pursuant to Section 775.15, Florida Statutes, Time limitations; general time limitations; exceptions. **Retention may need to be extended under conditions established by Section 775.15(12)(b) – Section 775.15(16), Florida Statutes.** See also "CRIMINAL INTELLIGENCE INFORMATION RECORDS" and other "CRIMINAL INVESTIGATIVE RECORDS" items.

RETENTION:

- a) Record copy. 8 anniversary years after offense committed. **Retention may need to be extended under conditions established by Section 775.15(12)(b) – Section 775.15(16), Florida Statutes.**
- b) Duplicates. Retain until obsolete, superseded, or administrative value is lost.

CRIMINAL INVESTIGATIVE RECORDS: INDEX

Item #131

This record series consists of an index to any information with respect to an identifiable person or group of persons compiled by a criminal justice agency in the course of conducting a criminal investigation. The index serves a point of ready reference in locating the criminal investigative case record or additional files. The indexed reference may include the case number, important dates, and the name of the investigating officer. See also other "CRIMINAL INVESTIGATIVE RECORDS" items.

RETENTION:

- a) Record copy. Retain as long as the item it relates to.

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b) Duplicates. Retain until obsolete, superseded, or administrative value is lost.

CRIMINAL INVESTIGATIVE RECORDS: JUVENILE OFFENDER

Item #130

This record series consists of information with respect to an identifiable person or group of persons compiled by a criminal justice agency in the course of conducting a criminal investigation of a specific act or omission by a juvenile, including information derived by laboratory tests, reports of investigators or informants, or any type of surveillance (Section 119.011(3)(b), Florida Statutes). The series may also contain, but is not limited to, fingerprints and/or palm prints and print classification of the person arrested; FBI history number; state identification number; original and supplemental arrest reports and records; arrest affidavit; booking records; jail commitment records; first appearance records; copies of warrants; photographs; narrative describing case or offense; correspondence; the disposition of the case; bond and fine information for the person to be released from jail; commitment orders; court orders; record of offender's incarceration; Miranda rights form; family history; releasing orders; date of release; reason for release; court dispositions; and medical information. Retention is pursuant to Section 775.15, Florida Statutes, Time limitations; general time limitations; exceptions. **If the juvenile is charged as an adult, the records take on the retention of the applicable record series (for instance, CRIMINAL INVESTIGATIVE RECORDS: FELONY, 2nd AND 3rd DEGREE). Retention may need to be extended under conditions established by Section 775.15(12)(b) – Section 775.15(16), Florida Statutes.** See also "CRIMINAL INTELLIGENCE INFORMATION RECORDS" and other "CRIMINAL INVESTIGATIVE RECORDS" items.

RETENTION:

a) Record copy. Retain until subject turns age 22. **Retention may need to be extended under conditions established by Section 775.15(12)(b) – Section 775.15(16), Florida Statutes.**

b) Duplicates. Retain until obsolete, superseded, or administrative value is lost.

CRIMINAL INVESTIGATIVE RECORDS: MISDEMEANOR, 1st DEGREE

Item #127

This record series consists of information with respect to an identifiable person or group of persons compiled by a criminal justice agency in the course of conducting a criminal investigation of a specific act or omission constituting a 1st degree misdemeanor, including information derived by laboratory tests, reports of investigators or informants, or any type of surveillance (Section 119.011(3)(b), Florida Statutes). The series may also contain, but is not limited to, fingerprints and/or palm prints and print classification of the person arrested; FBI history number; state identification number; original and supplemental arrest reports and records; arrest affidavit; booking records; jail commitment records; first appearance records; copies of warrants; photographs; narrative describing case or offense; correspondence; the disposition of the case; bond and fine information for the person to be released from jail; commitment orders; court orders; record of offender's incarceration; Miranda rights form; family history; releasing orders; date of release; reason for release; court dispositions; and medical information. Retention is pursuant to Section 775.15, Florida Statutes, Time limitations; general time limitations; exceptions. **Retention may need to be extended under conditions established by Section 775.15(12)(b) – Section 775.15(16), Florida Statutes.** See also "CRIMINAL INTELLIGENCE INFORMATION RECORDS" and other "CRIMINAL INVESTIGATIVE RECORDS" items.

RETENTION:

a) Record copy. 5 anniversary years after offense committed. **Retention may need to be extended under conditions established by Section 775.15(12)(b) – Section 775.15(16), Florida Statutes.**

b) Duplicates. Retain until obsolete, superseded, or administrative value is lost.

CRIMINAL INVESTIGATIVE RECORDS: MISDEMEANOR, 2nd DEGREE

Item #128

This record series consists of information with respect to an identifiable person or group of persons compiled by a criminal justice agency in the course of conducting a criminal investigation of a specific act or omission constituting a 2nd degree misdemeanor, including information derived by laboratory tests, reports of investigators or informants, or any type of surveillance (Section 119.011(3)(b), Florida Statutes). The series may also contain, but is not limited to, fingerprints and/or palm prints and print classification of the person arrested; FBI history number; state identification number; original and supplemental arrest reports and records; arrest affidavit; booking records; jail commitment records; first appearance records; copies of warrants; photographs; narrative describing case or offense; correspondence; the disposition of the case; bond and fine information for the person to be released from jail; commitment orders; court orders; record of offender's incarceration; Miranda rights form; family history; releasing orders; date of release; reason for release; court dispositions; and medical information. Retention is pursuant to Section 775.15, Florida Statutes, Time limitations; general time limitations; exceptions. **Retention may need to be extended under conditions established by Section 775.15(12)(b) – Section 775.15(16), Florida Statutes.** See also "CRIMINAL INTELLIGENCE INFORMATION RECORDS" and other "CRIMINAL INVESTIGATIVE RECORDS" items.

RETENTION:

a) Record copy. 4 anniversary years after offense committed. **Retention may need to be extended under conditions established by Section 775.15(12)(b) – Section 775.15(16), Florida Statutes.**

b) Duplicates. Retain until obsolete, superseded, or administrative value is lost.

CRIMINAL INVESTIGATIVE RECORDS: MISSING PERSONS/RUNAWAY CASES

Item #161

This record series consists of information on cases involving a missing person(s) or runaway(s) where the body(ies) has not been recovered and/or the individual(s) has not been located, including information derived by laboratory tests, reports of

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investigators or informants, or any type of surveillance (Section 119.011(3)(b), Florida Statutes). The series may also contain, but is not limited to, fingerprints and/or palm prints and print classification of the person arrested; FBI history number; state identification number; original and supplemental arrest reports and records; arrest affidavit; booking records; jail commitment records; first appearance records; copies of warrants; photographs; narrative describing case or offense; correspondence; the disposition of the case; bond and fine information for the person to be released from jail; commitment orders; court orders; record of offender's incarceration; Miranda rights form; family history; releasing orders; date of release; reason for release; court dispositions; and medical information. These files continue to have value many decades after the disappearance, as human remains may be uncovered at any time. Remains would be compared against the dental charts, fingerprints, and physical description of the missing person. Furthermore, any possessions or artifacts found near the body would be compared against the description of the victim's clothing and any personal possession also thought to be missing. See also "CRIMINAL INTELLIGENCE INFORMATION RECORDS" and other "CRIMINAL INVESTIGATIVE RECORDS" items.

RETENTION:

- a) Record copy. 100 anniversary years after initial report is filed.
- b) Duplicates. Retain until obsolete, superseded, or administrative value is lost.

CRIMINAL INVESTIGATIVE RECORDS: MISSING PERSONS/RUNAWAY CASES (FOUND/SOLVED) Item #162

This record series consists of information on cases involving a missing person(s) or runaway(s) where the body(ies) or individual(s) has been located. If the person is located alive and no crime has occurred, the information collected as part of the investigation would take on the retention of "COMPLAINT/INCIDENT REPORTS." If criminal activity has occurred or is suspected, then the information collected as part of the missing persons case would take on the retention of the applicable "Criminal Investigative Records" item. See also "CRIMINAL INTELLIGENCE INFORMATION RECORDS" and other "CRIMINAL INVESTIGATIVE RECORDS" items.

RETENTION:

- a) Record copy. Retain as long as the record series it relates to.
- b) Duplicates. Retain until obsolete, superseded, or administrative value is lost.

CRIMINAL INVESTIGATIVE RECORDS: NON-CRIMINAL VIOLATION Item #148

This record series consists of information with respect to an identifiable person or group of persons compiled by a criminal justice agency in the course of conducting a criminal investigation of an act or omission classified as a non-criminal violation of the law, including information derived by laboratory tests, reports of investigators or informants, or any type of surveillance (Section 119.011(3)(b), Florida Statutes). The series may also contain, but is not limited to, fingerprints and/or palm prints and print classification of the person arrested; FBI history number; state identification number; original and supplemental arrest reports and records; arrest affidavit; booking records; jail commitment records; first appearance records; copies of warrants; photographs; narrative describing case or offense; correspondence; the disposition of the case; bond and fine information for the person to be released from jail; commitment orders; court orders; record of offender's incarceration; Miranda rights form; family history; releasing orders; date of release; reason for release; court dispositions; and medical information. Retention is pursuant to Section 775.15, Florida Statutes, Time limitations; general time limitations; exceptions. See also "CRIMINAL INTELLIGENCE INFORMATION RECORDS" and other "CRIMINAL INVESTIGATIVE RECORDS" items.

RETENTION:

- a) Record copy. 4 anniversary years after offense committed.
- b) Duplicates. Retain until obsolete, superseded, or administrative value is lost.

DISPOSITION REPORTS Item #166

This record series consists of disposition reports submitted by law enforcement agencies and correctional and detention facilities to the Florida Department of Law Enforcement's Criminal Justice Information Program pursuant to Section 943.052, Florida Statutes, Disposition reporting, and Rule 11C-4.006, Florida Administrative Code, Final Disposition Reporting. The reports provide disposition data regarding criminal arrests, pretrial dispositions, trials, sentencing, confinement, parole, and probation.

RETENTION:

- a) Record copy. 180 days after arrest or other action, or 30 days after submitting report, whichever is later.
- b) Duplicates. Retain until obsolete, superseded, or administrative value is lost.

DISPOSITIONS: NOLLE PROSEQUI Item #72

This record series consists of copies of dispositions that the State Attorney's Office enters for cases which they will not prosecute or further pursue. See also "ARREST WARRANTS/CAPIAS/ORDERS."

RETENTION:

- a) Record copy. Retain until obsolete, superseded, or administrative value is lost.
- b) Duplicates. Retain until obsolete, superseded, or administrative value is lost.

EMPLOYMENT RECORDS: OFF-DUTY ACTIVITIES Item #168

This record series documents off-duty employment of law enforcement officers by outside employers. The series may include, but is not limited to, job descriptions and job announcements from prospective employers; applications for the eligibility pool;

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notice of final selection; work schedules provided by the outside employer; and other related records. This series does not include the record copy of payment or financial information and is not related to Workers' Compensation.

RETENTION:

- a) Record copy. 4 anniversary years.
- b) Duplicates. Retain until obsolete, superseded, or administrative value is lost.

EVIDENCE PROCESSING RECORDS

Item #39

This record series documents evidence held in the evidence room from its receipt through its final disposition. A property control form or similar record is created when officers turn in evidence, property for safe keeping, or found property. The record provides such information as arrest and/or offense number, date, from whom received, by whom received, and a description of the property, and is referenced (for instance, by property form number) in the officer's offense report. When the property is disposed of by law or court order, the date and final disposition are added to the record. A copy may also be filed with the applicable Criminal Investigative Records item. The series may also include such records as receipts for all incoming and outgoing property in the evidence room, evidence cards, stolen property cards, and indexes to evidence/property (such as by classification of the type of property). See also "PROPERTY RECORDS: SEIZED/ABANDONED/FORFEITED."

RETENTION:

- a) Record copy. 60 days after disposition of property provided applicable audits have been released.
- b) Duplicates. Retain until obsolete, superseded, or administrative value is lost.

EXAMINATION RECORDS: CRIMINAL JUSTICE TRAINING CENTERS/SCHOOLS

Item #170

This record series documents examinations administered under Rule 11B-35.0085, Florida Administrative Code, Criminal Justice Training School Requirements for Local Administration and Security of Examinations for Training Courses. The series may include, but is not limited to, examination booklets, grading logs/scales, and each student's completed examination. Retention is pursuant to Rule 11B-35.0085(5), Florida Administrative Code, requiring that, "Examination materials, including the examination and individual answer forms for each training course, shall be retained for not less than two years after the date the examination is completed."

RETENTION:

- a) Record copy. 2 anniversary years from the date examination is completed, provided applicable audits have been released.
- b) Duplicates. Retain until obsolete, superseded, or administrative value is lost.

EXECUTION DOCKET RECORDS

Item #41

This record series consists of dockets which contain a list of all executions, orders, and decrees directed to the sheriff in relation to the collection of money; and a statement of money credited on such executions, orders, and decrees including when, to whom, and by whom paid. This record was created in accordance with Section 30.17, Florida Statutes (repealed 2005). **This series is no longer accumulating, as judgment lien functions have been transferred to the Department of State under Sections 55.201-55.209, Florida Statutes, and Section 30.17(4), Florida Statutes (2004), requiring that "On October 1, 2001, the sheriff shall cease docketing newly delivered writs of executions. The sheriff shall maintain the existing docket until October 1, 2003. . . The sheriff's duties under this section shall cease on October 1, 2003."** See also other "EXECUTION RECORDS" items.

RETENTION:

- a) Record copy. Retain until obsolete, superseded, or administrative value is lost.
- b) Duplicates. Retain until obsolete, superseded, or administrative value is lost.

EXECUTION RECORDS: RECEIPT FOR RETURN

Item #171

This record series consists of the receipts given to the law enforcement agency upon return to the issuing court of an unsatisfied execution. The receipt is issued by the Clerk of the Court's Office in accordance with Section 56.041(2), Florida Statutes, requiring that, "Upon such return, the Clerk of the Court of issuance shall provide a receipt, to the sheriff submitting the return, acknowledging the return of the unsatisfied execution." See also other "EXECUTION RECORDS" items.

RETENTION:

- a) Record copy. 1 anniversary year.
- b) Duplicate. Retain until obsolete, superseded, or administrative value is lost.

EXECUTION RECORDS: SATISFIED

Item #40

This record series consists of writs of execution received by the law enforcement agency and later satisfied after a judgment is entered by a court of proper jurisdiction and issued by the Clerk of Court. Executions are used to levy a fine on the property and goods of the defendant. All receipts of money are endorsed on the execution. When an execution is satisfied and paid in full, the officer executing the writ furnishes the defendant with a notice that the judgment has been satisfied and files a return in the court which issued the execution in accordance with Sections 56.021 and 56.041(1), Florida Statutes. Retention is pursuant to Section 56.041, Florida Statutes, Executions; collection and return.--, which requires that, "All executions shall be returnable when satisfied, and the officers to whom they are delivered shall collect the amounts thereof as soon as possible and shall furnish the defendant with a satisfaction of judgment. All receipts shall be endorsed on the execution." **This series is no longer accumulating, as judgment lien functions have been transferred to the Department of State under Sections 55.201-55.209, Florida Statutes.** See also other "EXECUTION RECORDS" items.

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RETENTION:

- a) Record copy. Return to issuing Clerk of the Court.
- b) Duplicates. Retain until obsolete, superseded, or administrative value is lost.

EXECUTION RECORDS: SUPPORTING DOCUMENTS

Item #202

This record series consists of records related to the satisfaction of writs of execution received by the law enforcement agency after a judgment is entered by a court of proper jurisdiction and issued by the Clerk of Court. These are sometimes referred to as Levy Packets and may contain such records as instructions for each levy; certified copies of warranty deeds, quitclaim deeds, etc.; sheriff's deeds, bills of sale, and receipts; execution docket log for the specific levy; inventory sheets; and notices of sheriff's sale, levy, release from levy, and satisfaction of judgment. Executions are used to levy a fine on the property and goods of the defendant. **This series is no longer accumulating, as judgment lien functions have been transferred to the Department of State under Sections 55.201-55.209, Florida Statutes.** See also other "EXECUTION RECORDS" items.

RETENTION:

- a) Record copy. Retain as long as execution record it relates to.
- b) Duplicates. Retain until obsolete, superseded, or administrative value is lost.

EXECUTION RECORDS: UNSATISFIED

Item #172

This record series documents writs of execution received by the law enforcement agency after a judgment is entered by a court of proper jurisdiction and issued by the Clerk of Court. Executions are used to levy a fine on the property and goods of the defendant. All receipts of money are endorsed on the execution. When an execution is satisfied and paid in full, the officer executing the writ furnishes the defendant with a notice that the judgment has been satisfied and files a return in the court which issued the execution in accordance with Sections 56.021 and 56.041(1), Florida Statutes. This series consists of unsatisfied executions, receipts for returned executions, and execution docket records listing "all executions, orders and decrees directed to the sheriff, in relation to the collection of moneys, and a statement of all moneys credited on such orders, executions and decrees, and when and to whom and by whom paid," in accordance with Section 30.17, Florida Statutes (repealed 2005). **This series is no longer accumulating, as judgment lien functions have been transferred to the Department of State under Sections 55.201-55.209, Florida Statutes.** See also other "EXECUTION RECORDS" items.

RETENTION:

- a) Record copy. Retain until obsolete, superseded, or administrative value is lost; return to issuing Clerk of the Court if so desired by Clerk of Court.
- b) Duplicates. Retain until obsolete, superseded, or administrative value is lost.

FEDERAL FIREARMS NOTIFICATION RECORDS

Item #203

This record series documents notification to the Chief Law Enforcement Officer (CLEO) of a locality in accordance with 18 USC 923(d)(1)(F)(iii) requiring individuals to provide copies of certain federal firearms applications or notices, including but not limited to the Application for an Amended Federal Firearms License, Application for License (Collector of Curios & Relics), and Notice of Intent to Apply for a Federal Firearms License.

RETENTION:

- a) Record copy. Retain until obsolete, superseded, or administrative value is lost.
- b) Duplicates. Retain until obsolete, superseded, or administrative value is lost.

FIELD INTERROGATION REPORTS

Item #43

This record series consists of reports completed by officers relating to momentary detention of suspicious persons or vehicles. The activity is not of a criminal nature, and no arrests are made or other reports filed. The reports may contain such information as the subject's name, address, height, weight, color of hair and eyes, date, time and location of occurrence, name(s) of associate(s), officer's name, and reason(s) stopped. This series may also include follow-up documentation regarding the field interview(s). The information may be shared between agencies for its intelligence value. See also "WARNING TICKETS."

RETENTION:

- a) Record copy. Retain until obsolete, superseded, or administrative value is lost.
- b) Duplicates. Retain until obsolete, superseded, or administrative value is lost.

FINGERPRINT CLASSIFICATION INDEXES

Item #47

This record series consists of a numeric index to fingerprints based on fingerprint classification. The classification assigns numerical values to identify fingerprint patterns. See also "FINGERPRINT COMPARISON RECORDS" and "LATENT FINGERPRINTS/PALM PRINTS/FOOTPRINTS: INDEX."

RETENTION:

- a) Record copy. Retain until obsolete, superseded, or administrative value is lost.
- b) Duplicates. Retain until obsolete, superseded, or administrative value is lost.

FINGERPRINT COMPARISON RECORDS

Item #204

This record series documents fingerprint comparisons done at the request of individuals or other law enforcement agencies for such purposes as employment, housing, identity theft, etc. **This series does not cover fingerprint comparison records**

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relating to criminal investigations. See also "FINGERPRINT CLASSIFICATION INDEXES" and "LATENT FINGERPRINTS/PALM PRINTS/FOOTPRINTS: INDEX."

RETENTION:

- a) Record copy. Retain until obsolete, superseded, or administrative value is lost.
- b) Duplicates. Retain until obsolete, superseded, or administrative value is lost.

FIREARM QUALIFICATIONS RECORDS

Item #48

This record series documents each law enforcement officer's qualifications to carry a firearm. Rule 11B-27.00212(14), Florida Administrative Code, requires that officers document their firearms qualifications every two years and that the documentation be "maintained in the officer's employment file."

RETENTION:

- a) Record copy. Retain as long as applicable Personnel Records item from *General Records Schedule GS1-SL for State and Local Government Agencies* or "PERSONNEL RECORDS: POLICE AUXILIARY/SPECIAL DEPUTY."
- b) Duplicates. Retain until obsolete, superseded, or administrative value is lost.

GUNSHOT WOUND/LIFE-THREATENING INJURY REPORTS

Item #50

This record series consists of reports to law enforcement agencies by physicians, nurses, or their employees, or employees of hospitals, sanitariums, clinics, or nursing homes treating any person suffering from a gunshot wound or life-threatening injury indicating an act of violence, or receiving a request for such treatment. These reports are submitted in compliance with Section 790.24, Florida Statutes, Report of medical treatment of certain wounds; penalty for failure to report. A copy may also be filed with the applicable Criminal Investigative Records item.

RETENTION:

- a) Record copy. 3 anniversary years or as long as applicable Criminal Investigative Records item, whichever is longer.
- b) Duplicates. Retain until obsolete, superseded, or administrative value is lost.

HATE CRIMES REPORTS

Item #173

This record series consists of monthly reports submitted to the Florida Department of Law Enforcement by law enforcement agencies reporting "criminal acts that evidence prejudice based on race, religion, ethnicity, color, ancestry, sexual orientation, or national origin" as required by Section 877.19, Florida Statutes, Hate Crimes Reporting Act. The statute requires the Attorney General to publish an annual summary of the data compiled from these reports.

RETENTION:

- a) Record copy. 1 calendar year.
- b) Duplicates. Retain until obsolete, superseded, or administrative value is lost.

INJUNCTION RECORDS

Item #174

This record series consists of the law enforcement agency's copies of injunctions maintained by the Clerk of Court's Office. The records are copies of permanent or temporary injunctions, orders dismissing or amending injunctions, and return of service forms.

RETENTION:

- a) Record copy. Retain until expiration of injunction.
- b) Duplicates. Retain until obsolete, superseded, or administrative value is lost.

INTERNAL INVESTIGATION RECORDS: FINAL ACTION SUMMARY

Item #59

This record series serves as the final action summary of investigations of allegations of employee or officer misconduct and/or violation of law enforcement agency regulations or orders, state or federal statutes, or local ordinances. Investigations may also cover discharge of firearms or other use of physical force. The completed investigation file is scheduled separately based on the nature of the outcome (sustained formal, sustained informal, or not sustained/unfounded/exonerated). The statement of final action may take many forms, including a memorandum, correspondence, logs, or reports. See also "INTERNAL INVESTIGATION RECORDS: SUSTAINED FORMAL," "INTERNAL INVESTIGATION RECORDS: SUSTAINED INFORMAL," "INTERNAL INVESTIGATION RECORDS: NOT SUSTAINED/UNFOUNDED/EXONERATED," and "PHYSICAL FORCE RECORDS."

RETENTION:

- a) Record copy. Retain as long as the Personnel File.
- b) Duplicates. Retain until obsolete, superseded, or administrative value is lost.

INTERNAL INVESTIGATION RECORDS: NOT SUSTAINED/UNFOUNDED/EXONERATED

Item #136

This record series documents the investigation of allegations of employee or officer misconduct and/or violation of law enforcement agency regulations or orders, state or federal statutes, or local ordinances. Investigations may also cover discharge of firearms or other use of physical force. These records document cases in which the charges were determined to be unsustainable or unfounded or the employee or officer was exonerated. The series may include, but is not limited to, statements by the employee, witnesses, and the person filing the complaint. See also "INTERNAL INVESTIGATION RECORDS: FINAL ACTION SUMMARY," "INTERNAL INVESTIGATION RECORDS: SUSTAINED FORMAL," "INTERNAL INVESTIGATION RECORDS: SUSTAINED INFORMAL," and "PHYSICAL FORCE RECORDS." For investigative records of

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the Office of Inspector General, see *General Records Schedule GS1-SL for State and Local Government Agencies*, Item #351, "INVESTIGATIVE RECORDS."

RETENTION:

- a) Record copy. 1 anniversary year after final disposition.
- b) Duplicates. Retain until obsolete, superseded, or administrative value is lost.

INTERNAL INVESTIGATION RECORDS: SUSTAINED FORMAL

Item #134

This record series documents the investigation of allegations of employee or officer misconduct and/or violation of law enforcement agency regulations or orders, state or federal statutes, or local ordinances. Investigations may also cover discharge of firearms or other use of physical force. These records document cases in which the charges were sustained and formal discipline administered. "Formal discipline" shall be defined as including demotions, removals, suspensions, or similar action. The series may include, but is not limited to, statements by the employee, witnesses, and the person filing the complaint. See also "INTERNAL INVESTIGATION RECORDS: FINAL ACTION SUMMARY," "INTERNAL INVESTIGATION RECORDS: NOT SUSTAINED/UNFOUNDED/EXONERATED," "INTERNAL INVESTIGATION RECORDS: SUSTAINED INFORMAL," and "PHYSICAL FORCE RECORDS." For investigative records of the Office of Inspector General, see *General Records Schedule GS1-SL for State and Local Government Agencies*, Item #351, "INVESTIGATIVE RECORDS."

RETENTION:

- a) Record copy. 5 anniversary years after final disposition.
- b) Duplicates. Retain until obsolete, superseded, or administrative value is lost.

INTERNAL INVESTIGATION RECORDS: SUSTAINED INFORMAL

Item #135

This record series documents the investigation of allegations of employee or officer misconduct and/or violation of law enforcement agency regulations or orders, state or federal statutes, or local ordinances. Investigations may also cover discharge of firearms or other use of physical force. These records document cases in which the charges were sustained and informal discipline administered. "Informal discipline" shall be defined as including written or verbal reprimands, memoranda, or similar action. The series may include, but is not limited to, statements by the employee, witnesses, and the person filing the complaint. See also "INTERNAL INVESTIGATION RECORDS: FINAL ACTION SUMMARY," "INTERNAL INVESTIGATION RECORDS: NOT SUSTAINED/UNFOUNDED/EXONERATED," "INTERNAL INVESTIGATION RECORDS: SUSTAINED FORMAL," and "PHYSICAL FORCE RECORDS." For investigative records of the Office of Inspector General, see *General Records Schedule GS1-SL for State and Local Government Agencies*, Item #351, "INVESTIGATIVE RECORDS."

RETENTION:

- a) Record copy. 3 anniversary years after final disposition.
- b) Duplicates. Retain until obsolete, superseded, or administrative value is lost.

JUVENILE ALTERNATIVE PROGRAM RECORDS

Item #206

This record series documents an agency's participation in programs designed to provide alternatives to detention for juvenile offenders and divert them from continued delinquent activity. Records may include names of volunteers and participants, volunteer hours, program administrative activities, agreements, and other related records. This series does not include case files relating to individual juvenile offenders.

RETENTION:

- a) Record copy. 5 anniversary years.
- b) Duplicates. Retain until obsolete, superseded, or administrative value is lost.

K-9/EQUINE RECORDS

Item #178

This record series consists of documents related to the acquisition, training, maintenance, medical treatment, mental health, and disposition of canines and horses for service as K-9 units and mounted patrols or parade units. This series may include such records as breeder information; initial health screenings; notes on the animal's behavior and the breeder's reputation by an agency representative; duplicate financial and insurance records; records related to the final disposition of the animal, including reason, method, and date of final disposition (retirement, euthanasia, adoption, death in the line of duty, sale); and copies of immunization records, surgical procedure records, special care instructions (diets/exercise/morale), prescription medication records, and mental health reports. The content of these records may vary by the animal's nature, breed, and specific work requirements.

RETENTION:

- a) Record copy. 4 anniversary years after the animal leaves service.
- b) Duplicates. Retain until obsolete, superseded, or administrative value is lost.

LATENT FINGERPRINTS/PALM PRINTS/FOOTPRINTS: INDEX

Item #145

This record series consists of latent prints found at crime scenes and used for comparison with prints of known individuals to make identifications or exclusions. See also "FINGERPRINT CLASSIFICATION INDEXES" and "FINGERPRINT COMPARISON RECORDS."

RETENTION:

- a) Record copy. Retain as long as item it relates to.
- b) Duplicates. Retain until obsolete, superseded, or administrative value is lost.

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LIABILITY WAIVERS

Item #65

This record series consists of waivers releasing the law enforcement agency from any and all liability claims for activities undertaken by the agency in performing law enforcement/safety functions (for instance, unlocking a car door using a slim jim). See also "CITIZEN RIDE-ALONG REQUEST AND RELEASE RECORDS" and "WAIVER FORMS: RELEASE OF INFORMATION."

RETENTION:

- a) Record copy. 4 anniversary years.
- b) Duplicates. Retain until obsolete, superseded, or administrative value is lost.

LICENSE PLATE RECOGNITION RECORDS

Item #217

This record series consists of license plate records created by license plate recognition systems. The series may include, but is not limited to, images of licenses plates and any associated metadata. These records may become part of a criminal investigative record or some other record series. See Section 316.0778, Florida Statutes, Automated license plate recognition systems; records retention., requiring a maximum retention period for these records.

RETENTION:

- a) Record copy. Retain until obsolete, superseded, or administrative value is lost, but no longer than 3 anniversary years unless required to be retained under another record series.
- b) Duplicates. Retain until obsolete, superseded, or administrative value is lost.

MASTER NAME INDEXES

Item #66

This record series consists of summary information on individuals having been field interrogated or arrested, suspects or accomplices in crimes, crime victims, complainants, and witnesses. For each individual, the index may contain such information as name, address, date of birth, race, sex, date of incident, and type of incident. See also "ARREST RECORDS: OFFENDER INFORMATION," "CRIMINAL INTELLIGENCE INFORMATION RECORDS," and "CRIMINAL INVESTIGATIVE RECORDS" items.

RETENTION:

- a) Record copy. Retain until obsolete, superseded, or administrative value is lost.
- b) Duplicates. Retain until obsolete, superseded, or administrative value is lost.

MULTIPLE WEAPONS SALES REPORTS

Item #155

This record series consists of reports received by local law enforcement agencies from dealers reporting multiple firearm sales. Federal law requires licensed dealers to report multiple sales whenever the licensee sells or otherwise disposes of, at one time or during any five consecutive business days, two or more pistols, revolvers, or any combination thereof, to an unlicensed person (18 USC 923(g)(3)(A)). **Law enforcement agencies must destroy these forms no more than 20 days after the date such form is received pursuant to 18 USC 923(g)(3)(B).** See also "MULTIPLE WEAPONS SALES REPORTS DESTRUCTION CERTIFICATION LETTERS."

RETENTION:

- a) Record copy. Retain until obsolete, superseded, or administrative value is lost, but no longer than 20 days after receipt.
- b) Duplicates. Retain until obsolete, superseded, or administrative value is lost.

MULTIPLE WEAPONS SALES REPORTS DESTRUCTION CERTIFICATION LETTERS

Item #154

This record series consists of certifications submitted by local law enforcement agencies to the U.S. Attorney General's Office that all Multiple Weapons Sales Reports from licensed weapons dealers have been destroyed. Federal law requires licensed dealers to report multiple weapons sales whenever the licensee sells or otherwise disposes of, at one time or during any five consecutive business days, two or more pistols, revolvers, or any combination thereof, to an unlicensed person (18 USC 923(g)(3)(A)). The law also requires that the law enforcement agency destroy these forms no more than 20 days after the date such form is received and certify such destruction to the U.S. Attorney General's Office every 6 months (18 USC 923(g)(3)(B)). See also "MULTIPLE WEAPONS SALES REPORTS."

RETENTION:

- a) Record copy. 1 calendar year.
- b) Duplicates. Retain until obsolete, superseded, or administrative value is lost.

NO CHARGE SERVICE REPORTS

Item #71

This record series documents services provided at no charge by the law enforcement agency to other agencies such as State Attorney's offices, felony courts, grand juries, and county and circuit courts. Records provide such information as date, style of case, person(s) served, person or agency for whom served, date and time service performed, and name of deputy/officer making service.

RETENTION:

- a) Record copy. 1 fiscal year provided applicable audits are released.
- b) Duplicates. Retain until obsolete, superseded, or administrative value is lost.

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NOTICES: REMOVAL OF ABANDONED OR JUNKED VEHICLE

Item #149

This record series consists of notices to vehicle/property owner to remove abandoned or junked vehicles. See also "VEHICLE RECORDS: IMPOUNDED."

RETENTION:

- a) Record copy. 3 fiscal years provided applicable audits have been released.
- b) Duplicates. Retain until obsolete, superseded, or administrative value is lost.

NOTICES: SEXUAL PREDATOR

Item #184

This record series consists of a copy of each notice to the community and the public that a sexual predator has established a permanent or temporary residence within the county or municipality. The Florida Sexual Predators Act, Section 775.21, Florida Statutes, defines sexual predator, and such notices are required by Section 775.21(7), Florida Statutes, Community and Public Notification. The content of notices may include, but is not limited to, the name of the sexual predator; a description of the predator including a photograph; the predator's current address including the city and county; the circumstances of the predator's offense(s); and the age of the victim. This series also includes any related records, such as mailing lists and documentation that notification was issued. The retention period is based on the Statute of Limitations for negligence, Section 95.11, Florida Statutes.

RETENTION:

- a) Record copy. 4 anniversary years.
- b) Duplicates. Retain until obsolete, superseded, or administrative value is lost.

NOTICES: TO APPEAR IN COURT

Item #73

This record series consists of notices to appear in court issued to citizens when given a citation. Notices provide the name and address of the officer testifying, the defendant's name, the offense charged, time and place of appearance, name and address of the court, name of arresting officer, and signature of the person receiving the notice.

RETENTION:

- a) Record copy. 90 days after court date.
- b) Duplicates. Retain until obsolete, superseded, or administrative value is lost.

"OPERATION IDENTIFICATION" FORMS

Item #74

This record series consists of forms completed by citizens who participate in "Operation Identification" programs by engraving or otherwise marking their possessions for identification purposes in case of theft, loss, or burglary. The forms contain such information as owner's name, address, telephone number, description of articles marked, and identifying mark or number.

RETENTION:

- a) Record copy. Retain until obsolete, superseded, or administrative value is lost.
- b) Duplicates. Retain until obsolete, superseded, or administrative value is lost.

ORDER TO EXPUNGE/SEAL CRIMINAL HISTORY RECORDS

Item #216

This record series documents the expunging or sealing of criminal history records in accordance with an issued court order pursuant to Section 943.0585, Florida Statutes, Court-ordered expunction of criminal history records, and Section 943.059, Florida Statutes, Court-ordered sealing of criminal history records. The series may include, but is not limited to, court orders; correspondence; Certificate of Eligibility from the Florida Department of Law Enforcement certifying an individual's eligibility to have their record(s) sealed or expunged; and record showing compliance with the order. This series does not include the actual record(s) to be sealed or expunged.

RETENTION:

- a) Record Copy. Retain until obsolete, superseded or administrative value is lost.
- b) Duplicates. Retain until obsolete, superseded or administrative value is lost.

PARKING VIOLATION RECORDS

Item #75

This record series documents parking tickets issued, including those for which fines have been paid and those that are delinquent. Records provide tag number of vehicle in violation, date, time, location, make of vehicle, and officer's badge number.

RETENTION:

- a) Record copy. 5 fiscal years provided applicable audits have been released.
- b) Duplicates. Retain until obsolete, superseded, or administrative value is lost.

PAWN SHOP/SECONDHAND DEALER TRANSACTION REPORTS

Item #79

This record series consists of reports to law enforcement agencies showing items purchased by a pawnbroker, junk dealer, scrap-metal processor, person dealing in secondhand goods, or foundry in accordance with Section 539.001(8), Florida Statutes, Florida Pawnbroking Act, or Section 538.04(1), Florida Statutes, Secondhand Dealers. Reports may contain such information as the time, date, and place of transaction; a complete and accurate description of the goods acquired, including serial numbers, manufacturer's numbers, or other identifying marks; a description of the person from whom the goods were acquired; the type of identification provided, the issuing agency, and the identification number; and a signed statement

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swearing that the seller has the authority to sell or pledge these goods. Retention is pursuant to Section 539.001(12)(c), Florida Statutes (pawnbrokers) and Section 538.04(1)(a), Florida Statutes (secondhand dealers).

RETENTION:

- a) Record copy. 3 anniversary years after transaction provided applicable audits have been released.
- b) Duplicates. Retain until obsolete, superseded, or administrative value is lost.

PERSONNEL RECORDS: POLICE AUXILIARY/SPECIAL DEPUTY

Item #185

This record series documents the employment of auxiliary law enforcement officers or temporary/special deputies. These records may include loyalty oaths, emergency notification information, skill level and training, volunteer preferences, and other related records. The records do not document payments or benefits. This record series should be utilized for police auxiliary and temporary/special deputies whose actions may carry greater legal penalties than those of non-law enforcement volunteers. The retention period is based on the Statute of Limitations for negligence, Section 95.11, Florida Statutes. See also "REGISTER OF SPECIAL DEPUTY SHERIFFS" (GS2) and "PERSONNEL RECORDS" items in *General Records Schedule GS1-SL for State and Local Government Agencies*.

RETENTION:

- a) Record copy. 4 anniversary years after termination of duties.
- b) Duplicates. Retain until obsolete, superseded, or administrative value is lost.

PHYSICAL FORCE RECORDS

Item #77

This record series consists of reports by law enforcement officers, correctional officers, or employees who apply physical force to a citizen, prisoner, or arrestee. The reports contain a statement of the force used and the circumstances under which it was used. These may also be referred to as Levels of Resistance reports. The retention period is based on the Statute of Limitations for negligence, Section 95.11, Florida Statutes. See also "INTERNAL INVESTIGATION RECORDS" items.

RETENTION:

- a) Record copy. 4 anniversary years after incident provided applicable audits have been released.
- b) Duplicates. Retain until obsolete, superseded, or administrative value is lost.

POLICE EXPLORERS RECORDS

Item #207

This record series documents Police Explorers programs designed to educate and train teens and young adults up to age 21 for a career in law enforcement. The series documents program activities and participants and may include such records as applications, parental consent forms, meeting attendance records, examination records, background checks, program rules and regulations, fee payment records, and records of participation in community service activities.

RETENTION:

- a) Record copy. 5 fiscal years provided applicable audits have been released.
- b) Duplicates. Retain until obsolete, superseded, or administrative value is lost.

POLYGRAPH RECORDS: HIRING

Item #208

This record series documents polygraph tests given to prospective employees. The series may include pre-examination records, charts and examination question records for persons interviewed and who have submitted to polygraph examinations, juvenile release form, lie detector examination statement of consent, polygraph analysis report, examiner's original test question list, examination chart tracing report, the chart of polygraph results, conclusions, statement of interviewee, and background information.

RETENTION:

- a) Record copy. Retain as long as related Personnel Records item or Employment Application and Selection Records item from *General Records Schedule GS1-SL for State and Local Government Agencies*.
- b) Duplicates. Retain until obsolete, superseded, or administrative value is lost.

POLYGRAPH RECORDS: INVESTIGATIVE

Item #209

This record series documents polygraph tests given to suspects, witnesses, etc., in relation to an investigation. The series may include pre-examination records, charts and examination question records for persons interviewed and who have submitted to polygraph examinations, juvenile release form, lie detector examination statement of consent, polygraph analysis report, examiner's original test question list, examination chart tracing report, the chart of polygraph results, conclusions, statement of interviewee, and background information.

RETENTION:

- a) Record copy. Retain as long as related Criminal Investigative Records item.
- b) Duplicates. Retain until obsolete, superseded, or administrative value is lost.

PROPERTY RECORDS: SEIZED/ABANDONED/FORFEITED

Item #27

This record series consists of itemized records of all property held by the law enforcement agency pursuant to Chapter 705, Florida Statutes, Lost or Abandoned Property; Section 790.08, Florida Statutes, Taking possession of weapons and arms; reports; disposition; custody; and Sections 932.703, 932.704, and 932.7055, Florida Statutes, regarding procedures for forfeiture and disposition of contraband articles. The retention is based on Section 95.11(3)(h), Florida Statutes, the Statute of

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Limitations for actions on taking, detaining, or injuring personal property. See also "AUCTION RECORDS," "EVIDENCE PROCESSING RECORDS," and "INMATE INCARCERATION RECORDS."

RETENTION:

- a) Record copy. 4 anniversary years after disposition of property provided applicable audits have been released.
- b) Duplicates. Retain until obsolete, superseded, or administrative value is lost.

RECORD OF PRE-NUMBERED FORMS

Item #86

This record series documents the issuance of pre-numbered forms to law enforcement agency personnel authorized to accept public money, indicating which forms were issued to each employee. The records include the signatures of the individuals who received the forms and who checked in the returned forms.

RETENTION:

- a) Record copy. 5 fiscal years provided applicable audits have been released.
- b) Duplicates. Retain until obsolete, superseded, or administrative value is lost.

REGISTER OF FELONS

Item #87

This record series documents the registration of felons who enter or reside in the county, as required by Section 775.13, Florida Statutes, Registration of convicted felons, exemptions; penalties. The records provide the crime for which convicted; place of conviction; any sentence imposed; name; any aliases; address; and occupation.

RETENTION:

- a) Record copy. Retain until obsolete, superseded, or administrative value is lost.
- b) Duplicates. Retain until obsolete, superseded, or administrative value is lost.

REGISTER OF SPECIAL DEPUTY SHERIFFS

Item #88

This record series documents the appointment of special deputy sheriffs as required by Section 30.09(4), Florida Statutes, Qualification of deputies; special deputies. The register indicates the terms and circumstances of each appointment. See also "PERSONNEL RECORDS: POLICE AUXILIARY/SPECIAL DEPUTY."

RETENTION:

- a) Record copy. Retain until obsolete, superseded, or administrative value is lost.
- b) Duplicates. Retain until obsolete, superseded, or administrative value is lost.

REGISTRATIONS: BAIL BOND AGENTS

Item #15

This record series documents the registration of bail bond agents with the sheriff's office as required by Section 648.42, Florida Statutes, Registration of bail bond agents. The records include a copy of the license and a certified copy of the power of attorney filed with the Clerk's office pursuant to Section 648.43, Florida Statutes, Power of attorney; to be approved by department; filing of copies; notification of transfer bond. The retention is for the law enforcement agency's copies, not the copies held by the Clerk's office.

RETENTION:

- a) Record copy. 3 fiscal years provided applicable audits have been released.
- b) Duplicates. Retain until obsolete, superseded, or administrative value is lost.

REGISTRATIONS: FIREARMS/WEAPONS

Item #49

This record series documents firearms and weapons owned by the law enforcement agency or documented under the provisions of Section 790.335(3), Florida Statutes, Prohibition of registration of firearms – Exceptions, such as weapons reported stolen or used in a crime.

RETENTION:

- a) Record copy. Retain as long as the property it relates to or until termination of employment of officer/employee owning weapon.
- b) Duplicates. Retain until obsolete, superseded, or administrative value is lost.

SEIZURE OF UNSTAMPED CIGARETTES REPORTS

Item #92

This record series consists of the law enforcement agency's copies of reports submitted to the Division of Alcoholic Beverages and Tobacco, Department of Business and Professional Regulation, pertaining to the seizure by law enforcement officers of any unstamped cigarette packages. Section 210.18(7), Florida Statutes, Penalties for tax evasion; reports by sheriffs, requires law enforcement officers to "promptly report such seizure to the division or its representative, together with a description of all such unstamped cigarettes seized, so that the state may be kept informed as to the size and magnitude of the illicit cigarette business."

RETENTION:

- a) Record copy. 3 fiscal years provided applicable audits have been released.
- b) Duplicates. Retain until obsolete, superseded, or administrative value is lost.

SEXUAL OFFENDERS REGISTRATION RECORDS

Item #210

This record series documents registration by sexual offenders as required by Section 943.0435, Florida Statutes, Sexual offenders required to register with the department; penalty. Pursuant to this statute, sexual offenders must report to the

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sheriff's office in their county of residence; the sheriff's office takes a photograph, fingerprints, and identification information from the offender and forwards them to the Florida Department of Law Enforcement.

RETENTION:

- a) Record copy. Retain until offender re-registers; retain most recent registration for 50 years or until sexual offender status terminated, whichever occurs first.
- b) Duplicates. Retain until obsolete, superseded, or administrative value is lost.

SPECIAL WATCH RECORDS

Item #93

This record series documents special watch operations conducted on businesses, residences, or individuals. These records may include such information as the name, address, and telephone number of the business or residence, summary information on the individual in question, and comments on why a special watch is necessary, such as a homeowner's scheduled absence. This series may also include daily bulletins and special requests which are read to the staff during roll call. See also "ALARM AND EMERGENCY CONTACT RECORDS" and "TRESPASS WARNING AUTHORIZATION FORMS."

RETENTION:

- a) Record copy. Retain until special watch is canceled.
- b) Duplicates. Retain until obsolete, superseded, or administrative value is lost.

SPEED MEASURING DEVICE TEST/CALIBRATION RECORDS

Item #83

This record series documents the testing and calibration of speed detection equipment such as Doppler radar devices, visual average speed computer devices, speedometer devices, laser speed devices, and stop watches. The series includes such records as test certificates and calibration tests and logs. Pursuant to Rule 15B-2.009 through 15B-2.012, Florida Administrative Code, speed devices must be rechecked every six months and only the certificate from the most recent six-month period is necessary to establish the presumption of accuracy of the device in court under Section 316.1905, Florida Statutes, Electrical, mechanical, or other speed calculating devices; power of arrest; evidence.

RETENTION:

- a) Record copy. 6 months after test certificate issued.
- b) Duplicates. Retain until obsolete, superseded, or administrative value is lost.

STATUS RECORDS: VEHICLES

Item #95

This record series tracks the status of vehicles assigned to each radio operator's channel. The records indicate the status of cars that are busy but not dispatched. These records are not used to dispatch cars on calls. These records may be part of a Computer Aided Dispatch (CAD) system. See also "COMPLAINT/INCIDENT REPORTS."

RETENTION:

- a) Record copy. Retain until obsolete, superseded, or administrative value is lost.
- b) Duplicates. Retain until obsolete, superseded, or administrative value is lost.

SUBPOENA LOGS

Item #97

This record series consists of a detailed log of subpoenas served on law enforcement personnel.

RETENTION:

- a) Record copy. Retain until obsolete, superseded, or administrative value is lost.
- b) Duplicates. Retain until obsolete, superseded, or administrative value is lost.

TELECOMMUNICATIONS TERMINAL LOGS

Item #98

This record series consists of a log documenting entries made by agency personnel into the telecommunications system, including daily activity and messages received or transmitted. See also "TELECOMMUNICATIONS TERMINAL MESSAGES: FCIC/NCIC."

RETENTION:

- a) Record copy. 1 anniversary year after transmittal.
- b) Duplicates. Retain until obsolete, superseded, or administrative value is lost.

TELECOMMUNICATIONS TERMINAL MESSAGES: FCIC/NCIC

Item #99

This record series consists of telecommunications messages pertaining to investigations by police/sheriff's department and other law enforcement agencies nationwide used in the apprehension of criminals and exchange of police information. It includes daily administrative messages from and to FCIC/NCIC telecommunications user and base terminals. See also "TELECOMMUNICATIONS TERMINAL LOGS."

RETENTION:

- a) Record copy. Retain until obsolete, superseded, or administrative value is lost.
- b) Duplicates. Retain until obsolete, superseded, or administrative value is lost.

TELEPHONE CALL LOGS

Item #100

This record series consists of a log documenting telephone calls received by dispatch within the law enforcement agency. This series does not include those records covered by *General Records Schedule GS1-SL for State and Local Government*

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Agencies under Item #292, "RADIO LOGS;" Item #377, "911 RECORDS: LOGS;" or Item #335, "COMMUNICATIONS AUDIO RECORDINGS."

RETENTION:

- a) Record copy. 180 days after last entry.
- b) Duplicates. Retain until obsolete, superseded, or administrative value is lost.

TRAINING RECORDS: INSTRUCTOR

Item #105

This record series documents each course taught by the law enforcement agency. It may include the schedules, course material, and any development material. These records relate to in-service training programs provided pursuant to Section 943.175, Florida Statutes, Inservice training. See also "PERSONNEL RECORDS: POLICE AUXILIARY/SPECIAL DEPUTY" or applicable "PERSONNEL RECORDS" item in *General Records Schedule GS1-SL for State and Local Government Agencies*.

RETENTION:

- a) Record copy. 2 anniversary years after training.
- b) Duplicates. Retain until obsolete, superseded, or administrative value is lost.

TRESPASS WARNING AUTHORIZATION FORMS

Item #106

This record series documents agreements between law enforcement agencies and property owners to issue trespass warnings. See also "SPECIAL WATCH RECORDS" and "WARNING TICKETS."

RETENTION:

- a) Record copy. Retain until obsolete, superseded, or administrative value is lost.
- b) Duplicates. Retain until obsolete, superseded, or administrative value is lost.

UNIFORM CLOTHING RECORDS

Item #108

This record series documents uniform items issued to law enforcement personnel. These records can also be used to authorize issuance of specified items by an authorized vendor.

RETENTION:

- a) Record copy. 1 fiscal year after return of the items provided applicable audits have been released.
- b) Duplicates. Retain until obsolete, superseded, or administrative value is lost.

UNIFORM CRIME REPORTS (UCR)

Item #109

This record series consists of reports from law enforcement agencies to the Florida Department of Law Enforcement pursuant to Section 943.05, Florida Statutes, Criminal Justice Information Program; duties; crime reports, and Rule 11C-4.008, Florida Administrative Code, Uniform Crime Reports Guide Manual. Reports include both offense and arrest crime data relating to murder, manslaughter, forcible sex, robbery, aggravated assault, burglary, larceny, motor vehicle theft, arson, simple assault, domestic violence offenses, property stolen and recovered, motor vehicle recovery, homicides, and law enforcement officer injuries or deaths. This retention is for copies of reports held by the submitting agency, not those received and held by FDLE.

RETENTION:

- a) Record copy. Retain until obsolete, superseded, or administrative value is lost.
- b) Duplicates. Retain until obsolete, superseded, or administrative value is lost.

VALIDATION RECORDS

Item #110

This record series documents the process of validating the accuracy of information submitted by law enforcement agencies to the Florida Crime Information Center (FCIC) database administered by the Florida Department of Law Enforcement.

RETENTION:

- a) Record copy. 60 days after validation.
- b) Duplicates. Retain until obsolete, superseded, or administrative value is lost.

VEHICLE LOCATOR RECORDS

Item #211

This record series consists of records used to track the location of law enforcement vehicles. These records might reside in an automated system such as a Computer Aided Dispatch (CAD) system or in some other format. Since these records may relate to prosecution or disciplinary actions, agencies are responsible for ensuring that internal management policies are in place establishing criteria for which records should be retained beyond the minimum. These records may become part of a Criminal Investigative Records item.

RETENTION:

- a) Record copy. 30 days.
- b) Duplicates. Retain until obsolete, superseded, or administrative value is lost.

VEHICLE PROCESSING LOGS

Item #112

This record series documents the processing of vehicles for evidence such as fingerprints and palm prints. The log may contain such information as vehicle processed; date and time of processing; and the name of the individual processing the vehicle. This information may also be found in the applicable Criminal Investigative Records item.

RETENTION:

- a) Record copy. Retain until obsolete, superseded, or administrative value is lost.

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b) Duplicates. Retain until obsolete, superseded, or administrative value is lost.

VEHICLE PURSUIT RECORDS

Item #212

This record series documents law enforcement vehicle pursuit of suspects or violators. Information may include, but is not limited to, date of pursuit; officers involved in pursuit; location where pursuit began; location where pursuit ended; weather and traffic conditions; reason for pursuit; tactics used; and how and why pursuit was terminated. A pursuit record may become part of an applicable Criminal Investigative Records item.

RETENTION:

- a) Record copy. 4 anniversary years.
- b) Duplicates. Retain until obsolete, superseded, or administrative value is lost.

VEHICLE RECORDS: INSPECTION CHECKLIST

Item #111

This record series consists of checklists used by law enforcement agencies to record the condition of vehicles and equipment. Inspections may be conducted at the beginning of each work shift or at other intervals determined by the agency.

RETENTION:

- a) Record copy. Retain until obsolete, superseded, or administrative value is lost.
- b) Duplicates. Retain until obsolete, superseded, or administrative value is lost.

VEHICLE RECORDS: IMPOUNDED

Item #52

This record series documents the impoundment of vehicles, including ground, air, and water vehicles, by a law enforcement agency. Records include information relating to the vehicle such as name and address of owner; year, make, and model; color; vehicle identification number (VIN); tag number; condition; damage (if any); and an inventory of the contents. The records may also provide date, time, and location of impoundment; reason for impoundment (e.g., accident, abandoned, recovered stolen, or used in commission of a crime); name of wrecker service; and release information such as fees or charges incurred, name and address of individual to whom the vehicle was released, and release authorizations and conditions (if any) imposed. See also "NOTICES: REMOVAL OF ABANDONED OR JUNKED VEHICLE," "PROPERTY RECORDS: SEIZED/ABANDONED/FORFEITED," and "EVIDENCE PROCESSING RECORDS."

RETENTION:

- a) Record copy. 5 fiscal years after disposition of vehicle provided applicable audits have been released.
- b) Duplicates. Retain until obsolete, superseded, or administrative value is lost.

VEHICLE RECORDS: TACHOMETER READING

Item #113

This record series consists of tachometer readings recorded to monitor the speed of law enforcement vehicles over a period of time. The records may also document use of lights and sirens.

RETENTION:

- a) Record copy. 1 anniversary year.
- b) Duplicates. Retain until obsolete, superseded, or administrative value is lost.

VICTIM ASSISTANCE CASE FILES

Item #191

This record series documents the agency's efforts to provide assistance to crime victims pursuant to Chapter 960, Florida Statutes, Victim Assistance. These records may include copies of police reports, court documents, correspondence, social service support referrals, crime compensation applications, victim impact statements, restitution statements, and other supporting documentation.

RETENTION:

- a) Record copy. 5 fiscal years provided applicable audits have been released.
- b) Duplicates. Retain until obsolete, superseded, or administrative value is lost.

VIDEO RECORDINGS: PATROL UNITS

Item #192

This record series consists of video recordings taken from a patrol vehicle to document law enforcement activities of officers while on patrol. Since these recordings may play an integral part in prosecution or disciplinary actions, agencies are responsible for ensuring that internal management policies are in place establishing criteria for which images should be retained beyond the minimum. These records may become part of a criminal investigative record.

RETENTION:

- a) Record copy. 30 days.
- b) Duplicates. Retain until obsolete, superseded, or administrative value is lost.

WAIVER FORMS: RELEASE OF INFORMATION

Item #114

This record series consists of waivers submitted to law enforcement agencies by crime victims, witnesses, juveniles, and others authorizing agencies to release information regarding themselves. The waiver informs the individuals that they are waiving any public records exemption status provided for by Chapter 119, Florida Statutes, Public Records, or any other Florida statute or administrative rule. See also "LIABILITY WAIVERS."

RETENTION:

- a) Record copy. 4 anniversary years.

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b) Duplicates. Retain until obsolete, superseded, or administrative value is lost.

WARNING TICKETS

Item #115

This record series consists of warning tickets issued by law enforcement agencies identifying the person warned and indicating the date and nature of the warning. A copy may also be filed with the applicable Criminal Investigative Records item. See also "CRIMINAL INVESTIGATIVE RECORDS" items, "FIELD INTERROGATION REPORTS," and "TRESPASS WARNING AUTHORIZATION FORMS."

RETENTION:

a) Record copy. Retain until obsolete, superseded, or administrative value is lost.

b) Duplicates. Retain until obsolete, superseded, or administrative value is lost.

WARRANT CASE FILES

Item #117

This record series consists of case files on criminal warrants to be served on individuals. The series may include copies of the letter of transmittal, a copy of the warrant, and any other pertinent information related to the warrant. See also "ARREST WARRANTS/CAPIAS/ORDERS" and "WARRANT INDEX."

RETENTION:

a) Record copy. Retain until served or withdrawn.

b) Duplicates. Retain until obsolete, superseded, or administrative value is lost.

WARRANT INDEX

Item #116

This record series consists of an alphabetical name index of warrants to be served. The series may include additional information regarding the warrants, such as date served. See also "ARREST WARRANTS/CAPIAS/ORDERS" and "WARRANT CASE FILES."

RETENTION:

a) Record copy. 1 anniversary year after served.

b) Duplicates. Retain until obsolete, superseded, or administrative value is lost.

WEAPONS BUY BACK PROGRAM RECORDS

Item #193

This record series documents programs under which law enforcement agencies buy back weapons from citizens on a "no questions asked" basis. These records may include, but are not limited to, participant information; financial records; media or advertising materials; and collection logs specifying the serial number, make, and model of the weapon as well as the method and date of final destruction or other disposition. This series may also include any tests run on the weapons to identify participation in a crime.

RETENTION:

a) Record copy. 5 fiscal years provided applicable audits have been released.

b) Duplicates. Retain until obsolete, superseded, or administrative value is lost.

WRECKER SERVICE RECORDS

Item #118

This record series documents the law enforcement agency's requests for wreckers to tow vehicles. The records provide such information as the date and time of request; zone or unit; wrecker service requested and by whom; wrecker service responding; whether wrecker called was by utilization of a rotation list or at the vehicle owner's request (to verify fairness in wrecker company usage if contested); and remarks. The series may also contain the wrecker rotation list, the wrecker company's towing and storage rates, and notification to the law enforcement agency when a vehicle is towed from private property in compliance with Section 715.07(2), Florida Statutes, Vehicles or vessels parked on private property; towing.

RETENTION:

a) Record copy. 1 fiscal year provided applicable audits have been released.

b) Duplicates. Retain until obsolete, superseded, or administrative value is lost.

CORRECTIONAL/DETENTION FACILITY RECORDS

ACCREDITATION RECORDS: CORRECTIONAL FACILITY

Item #198

This record series consists of all materials and documentation used for the purpose of demonstrating compliance with the professional standards established by the Florida Corrections Accreditation Commission or American Correctional Association. These records may include, but are not limited to, general or special orders, rules and regulations, standard operating procedures, internal reports, forms, correspondence, and tabulations. They may also include a formal written assessment statement of the agency's compliance or noncompliance and subsequent follow-up reports. See also "ACCREDITATION RECORDS: LAW ENFORCEMENT AGENCY."

RETENTION:

- a) Record copy. 3 anniversary years after accreditation.
- b) Duplicates. Retain until obsolete, superseded, or administrative value is lost.

BOOKING RECORDS

Item #16

This record series consists of information on all prisoners taken into custody and placed in jail as a result of a court action, awaiting bond or any other reason, regardless of age or nature of offense. The records indicate the term to be served; the name and the pertinent facts of the prisoner; reason for being placed in jail; offense; scheduled date of release; method of release; and information gathered on arrested individuals soon after booking for classification purposes and consideration for release-on-recognizance or signature release. The series may include such records as: initial intake form; commitment to serve sentence form; a copy of the individual booking card; a copy of the criminal report affidavit; a copy of the individual's local, state, and national arrest record; an information release form if considered for release-on-recognizance; and a copy of the court order granting release-on-recognizance and signature release form. Information provided in these records may include name, race, sex, age, date of birth, place of birth, weight, hair color, eye color, date, booking number, social security number, time, interviewer, address, length of residence, phone number, marital status, educational level, dependents, job title, employer, health problems, alcohol/drug usage, charge, referrals, release-on-recognizance evaluation, arresting officer, booking officer, time of arrest, place of arrest, personal references, and probable cause summary. See also "ARREST RECORDS: OFFENDER INFORMATION," "COMMITMENT AND RELEASE LISTS," "INMATE INCARCERATION RECORDS," and "JAIL DOCKET BOOKS."

RETENTION:

- a) Record copy. 1 anniversary year after released provided applicable audits have been released.
- b) Duplicates. Retain until obsolete, superseded, or administrative value is lost.

COMMITMENT AND RELEASE LISTS

Item #22

This record series lists individuals booked into and released from the booking facility during a 24-hour period. Information may include date, booking number, name, race, sex, age, charge, court, arresting officer, bond amount, how released, and date returnable. See also "BOOKING RECORDS."

RETENTION:

- a) Record copy. 1 anniversary year after released provided applicable audits have been released.
- b) Duplicates. Retain until obsolete, superseded, or administrative value is lost.

HEADCOUNT RECORDS: INMATES

Item #51

This record series consists of daily lists of all inmates incarcerated in each correctional or detention facility and may include such information as date, name, race, sex, age, charge, cell location, prisoner counts, and signature of the employee performing the count.

RETENTION:

- a) Record copy. 1 fiscal year provided applicable audits have been released.
- b) Duplicates. Retain until obsolete, superseded, or administrative value is lost.

INMATE CALL RECORDS

Item #205

This record series documents telephone calls to or from inmates. Records may include recordings of calls as well as information about each call such as date, time, duration, phone number, and related information. Since these records may relate to prosecution or disciplinary actions, agencies are responsible for ensuring that internal management policies are in place establishing criteria for which records should be retained beyond the minimum. These records may become part of a Criminal Investigative Records item.

RETENTION:

- a) Record copy. 30 days.
- b) Duplicates. Retain until obsolete, superseded, or administrative value is lost.

***** CORRECTIONAL/DETENTION FACILITY RECORDS *****

INMATE FINANCIAL RECORDS

Item #175

This record series documents inmate purchases from the prison commissary/canteen as well as money and clothing received from the public for inmates. Records may provide date, receipt number, article received, money received, name of inmate receiving article/money, and name of officer accepting article/money.

RETENTION:

- a) Record copy. 5 fiscal years provided applicable audits have been released.
- b) Duplicates. Retain until obsolete, superseded, or administrative value is lost.

INMATE INCARCERATION RECORDS

Item #53

This record series consists of records documenting the incarceration of each inmate in adult correctional/detention facilities. Records may include, but are not limited to, booking cards; verification letters; interview forms; psychological testing results; information release forms; contact sheets; school attendance reports; copies of commitment papers; copies of incident reports; disciplinary reports; correspondence and memoranda; property cards; copies of pre-sentence investigation reports; receipts for inmate money and personal property taken for safekeeping upon being booked into the facility; receipts for money returned to the inmate upon release; and transfer orders verifying that property has been transferred with an inmate when he/she is transferred to or received from another institution. Records for inmates placed on work release programs may include work release rules, court orders placing subject on work release, fund disbursement forms, time cards, and progress reports.

RETENTION:

- a) Record copy. 1 anniversary year after release of prisoner provided applicable audits have been released.
- b) Duplicates. Retain until obsolete, superseded, or administrative value is lost.

INMATE TRANSPORTATION LISTS

Item #176

This record series consists of lists of inmates scheduled to be transported to arraignments, court appearances, work release, correctional facilities, medical institutions, doctor's offices, or other sites. The records may also indicate method of transportation and agency conducting the transportation.

RETENTION:

- a) Record copy. Retain until obsolete, superseded, or administrative value is lost.
- b) Duplicates. Retain until obsolete, superseded, or administrative value is lost.

INSPECTION RECORDS: CORRECTIONAL/DETENTION FACILITIES

Item #57

This record series consists of inspection reports of correctional/detention facilities made by the Officer-in-Charge and/or prison inspectors and a copy of any official response made by the Officer-in-Charge. These reports are filed with the Department of Corrections as well as the Clerk of the Circuit Court; however, this retention is for the copies of reports held by the submitting agency, not those received by Department of Corrections or the Clerk of Court. This series does not include Inspector General inspection reports, which are covered by *General Records Schedule GS1-SL for State and Local Government Agencies*, Item #351, "INVESTIGATIVE RECORDS."

RETENTION:

- a) Record copy. 3 anniversary years after report provided applicable audits have been released.
- b) Duplicates. Retain until obsolete, superseded, or administrative value is lost.

INVENTORY REPORTS: MISSING ITEMS

Item #177

This record series consists of reports of missing items based on a review of the supply checklist and the existing inventory of items. The report may indicate items missing; the normal location of each item while in the cell block, on the commissary cart, or elsewhere in the facility; the time each item was discovered missing; and the names of inmates who visited those locations during that time period. See also "SUPPLY CHECKLIST."

RETENTION:

- a) Record copy. Retain until item is accounted for or declared lost.
- b) Duplicates. Retain until obsolete, superseded, or administrative value is lost.

JAIL DOCKET BOOKS

Item #61

This record series provides summary information on all prisoners who have been incarcerated in the facility. The records may include such information as name, sex, inmate number, type of offense, and the arresting officer's name. See also "BOOKING RECORDS" and "INMATE INCARCERATION RECORDS."

RETENTION:

- a) Record copy. **Permanent.**
- b) Duplicates. Retain until obsolete, superseded, or administrative value is lost.

MARCHMAN ACT RECORDS

Item #179

This record series consists of records created in the implementation of the Hal S. Marchman Act pursuant to Chapter 397, Florida Statutes, Substance Abuse Services. Under the Marchman Act, a person who is substance abuse impaired and is incapable of making a rational decision about their need for treatment, and/or poses an immediate danger to themselves or others, may be placed in protective custody. The records may include an inmate jail card, duplicates of court records,

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***** CORRECTIONAL/DETENTION FACILITY RECORDS *****

transportation information, intoxilyzer results, Marchman Act form, and notices to local service providers and to a minor's guardian.

RETENTION:

- a) Record copy. 2 anniversary years after report.
- b) Duplicates. Retain until obsolete, superseded, or administrative value is lost.

MEAL RECORDS

Item #68

This record series documents the food served to inmates of a correctional or detention facility. The records indicate which prisoners received meals and any special meals given for dietary or religious reasons.

RETENTION:

- a) Record copy. 1 calendar year.
- b) Duplicates. Retain until obsolete, superseded, or administrative value is lost.

SUICIDE WATCH RECORDS

Item #189

This record series documents a correctional or detention facility's special watch on potentially suicidal inmates. The records may indicate who was on watch, the time of shift change, changes in the emotional state of the inmate(s), and precautions taken.

RETENTION:

- a) Record copy. 4 anniversary years.
- b) Duplicates. Retain until obsolete, superseded, or administrative value is lost.

SUPPLY CHECKLIST

Item #63

This record series consists of an inventory of all items which may be stolen by an inmate, including kitchen, industrial, and medical supplies; library materials; and commissary goods. The inventory is kept current to verify the whereabouts of all items. This series does not apply to the property records or supply warehouse inventories described in *General Records Schedule GS1-SL for State and Local Government Agencies* (Item #40, "INVENTORY, AGENCY PROPERTY). See also "INVENTORY REPORTS: MISSING ITEMS."

RETENTION:

- a) Record copy. Retain until obsolete, superseded, or administrative value is lost.
- b) Duplicates. Retain until obsolete, superseded, or administrative value is lost.

DISTRICT MEDICAL EXAMINER RECORDS

AUTOPSY AND DEATH SCENE VIDEO RECORDINGS

Item #187

This record series consists of video recordings of the death scene and/or autopsy made by a medical examiner, investigator, or other party for use in determining the cause of death. See also "AUTOPSY AUDIO RECORDINGS."

RETENTION:

- a) Record copy. Retain as long as related case file.
- b) Duplicates. Retain until obsolete, superseded, or administrative value is lost.

AUTOPSY AUDIO RECORDINGS

Item #152

This record series consists of audio recordings of autopsies conducted by the medical examiner, investigator, or other party. The recordings include the physician's verbal description of the body or specimen and his/her activities and observations during the dissection, such as bruises; swellings; scars; condition of internal organs; type of wounds; and the age, gender, and race of the deceased. These recordings are then transcribed and the transcriptions become part of the medical examiner's case file; recordings that are not transcribed must be retained as long as the related case file. See also "AUTOPSY AND DEATH SCENE VIDEO RECORDINGS."

RETENTION:

- a) Record copy. Retain until verbatim transcription verified; if no transcription, retain as long as related case file.
- b) Duplicates. Retain until obsolete, superseded, or administrative value is lost.

BURIAL TRANSIT PERMIT LOG

Item #156

This record series consists of a log of permit numbers of Burial Transit Permits (Department of Health: DH Form 326, Aug. 97) issued pursuant to Section 382.006, Florida Statutes, Burial-transit permits, and Rule 64V-1.011, Florida Administrative Code, Burial-Transit Permit to Be Issued. These permits are completed by the medical examiner when acting as direct disposer. This log enables the medical examiner to track the number of permits applied for and the last permit number assigned.

RETENTION:

- a) Record copy. 1 anniversary year.
- b) Duplicates. Retain until obsolete, superseded, or administrative value is lost.

DISASTER VICTIM CASE FILES: UNMATCHED

Item #165

This record series consists of information on alleged victims of a disaster. The file may contain statements from relatives and co-workers, photos of the victim when alive, medical records, and x-rays. All information is gathered in an effort to identify the victim's remains as discovered. These records do not document human remains found at the disaster site; rather, they document the life and physical characteristics of alleged victims. **If the alleged victim's information is matched to human remains found at the disaster site, these records become part of the medical examiner's case file.**

RETENTION:

- a) Record copy. Retain until ruled out as a victim.
- b) Duplicates. Retain until obsolete, superseded, or administrative value is lost.

DOCK LOG: BODIES

Item #167

This record series consists of a log of bodies received at and departing from the medical examiner's office. These logs may include a unique identifying number, date and time of arrival, delivery agent, name of deceased if known, date and time of departure, and to whom the body was released. This retention period is based on the Statute of Limitations for negligence, Section 95.11, Florida Statutes.

RETENTION:

- a) Record copy. 4 anniversary years after release of body.
- b) Duplicate. Retain until obsolete, superseded, or administrative value is lost.

EVIDENCE RECORDS: STAINED SECTIONS/EMBEDDED TISSUES/SPECIMENS

Item #169

This record series documents the collection, processing, and testing of stained sections, paraffin tissue blocks, first cut glass tissue slides, and other specimens utilized as physical evidence in an investigation by the medical examiner's office. These records provide such information as where a sample was collected, by whom, the procedure utilized to test the sample, storage conditions, the name and address of other laboratories that tested the sample, and all associated raw data. Records of laboratory results are scheduled as part of the applicable Medical Examiner Case Files item. **NOTE: The actual tissue samples/specimens themselves are not public records and therefore not covered by records retention schedules; see Rule 11G-2.004, Florida Administrative Code, Physical Evidence.**

RETENTION:

- a) Record copy. Retain as long as the related Medical Examiner Case File.
- b) Duplicate. Retain until obsolete, superseded, or administrative value is lost.

*****DISTRICT MEDICAL EXAMINER RECORDS*****

MEDICAL EXAMINER CASE FILES: CREMATION INVESTIGATION, BURIAL-AT-SEA, ANATOMICAL DISSECTION, AND NO JURISDICTION INVESTIGATION **Item #180**

This record series consists of records generated by referrals made to the medical examiner for which NO further investigation is required by Section 406.11, Florida Statutes, Examinations, investigations, and autopsies. These files may contain file notes related to brief inquiries required to determine jurisdiction or to obtain medical history, and duplicate copies of death certificates prepared by attending physicians. This record series does not contain autopsy records.

RETENTION:

- a) Record copy. 4 anniversary years after referral and investigation.
- b) Duplicate. Retain until obsolete, superseded, or administrative value is lost.

MEDICAL EXAMINER CASE FILES: IDENTIFIED **Item #181**

This record series consists of the district medical examiner's case files documenting death investigations undertaken pursuant to Section 406.11(1)(a), Florida Statutes, Examinations, investigations, and autopsies, for which the identity of the decedent **HAS** been ascertained. The case file is required by Rule 11G-2.005, Florida Administrative Code, Records, Autopsy Report, as part of the office's official records. In general, these investigations, whether including autopsy, external inspection, or inquiry without view of the body, are distinguished by the fact that the death certificates were prepared and signed by the medical examiner. The case file may contain a record of all investigations including the findings, radiographs, opinions, laboratory test results, photographs, autopsy reports, inspection reports, and case notes.

RETENTION:

- a) Record copy. 30 anniversary years.
- b) Duplicate. Retain until obsolete, superseded, or administrative value is lost.

MEDICAL EXAMINER CASE FILES: UNIDENTIFIED **Item #182**

This record series consists of the district medical examiner's case files documenting death investigations undertaken pursuant to Section 406.11(1)(a), Florida Statutes, Examinations, investigations, and autopsies, for which the identity of the decedent has **NOT** been ascertained. The case file is required by Rule 11G-2.005, Florida Administrative Code, Records, Autopsy Report, as part of the office's official records. In general, these investigations, whether including autopsy, external inspection, or inquiry without view of the body, are distinguished by the fact that the death certificates were prepared and signed by the medical examiner. The case file may contain a record of all investigations including the findings, radiographs, opinions, laboratory test results, photographs, autopsy reports, inspection reports, and case notes.

RETENTION:

- a) Record copy. Retain until identified, then reclassify file as "MEDICAL EXAMINER CASE FILES: IDENTIFIED."
- b) Duplicate. Retain until obsolete, superseded, or administrative value is lost.

MEDICAL EXAMINER RECORDS: AUTOPSY SUPPORTING DOCUMENTS **Item #183**

This record series consists of copies of hospital, nursing home, ambulance, or police homicide records used as reference materials for medical examiner investigations. These records, or portions of them, are used as factual foundation in concert with autopsy findings in the formation of cause-of-death opinions. Some medical examiners may produce a brief summary of the deceased's medical history abstracted from these records. In those cases, these reports will be included within the applicable Medical Examiner Case Files item and will take that retention period.

RETENTION:

- a) Record copy. Retain until obsolete, superseded, or administrative value is lost.
- b) Duplicates. Retain until obsolete, superseded, or administrative value is lost.

RESEARCH AND STUDY RECORDS **Item #186**

This record series consists of materials compiled in the process of researching particular issues of interest and concern to medical examiners. Records may include, but are not limited to, copies of various medical examiner case files, criminal evidence that is no longer needed for prosecution, news reports, published scientific articles, and findings and conclusions on a particular manner or method of death. The research or study results may be published at a later date. ***This record series may have archival value.***

RETENTION:

- a) Record copy. Retain until obsolete, superseded, or administrative value is lost.
- b) Duplicates. Retain until obsolete, superseded, or administrative value is lost.

SKELETON INVENTORY RECORDS **Item #188**

This record series consists of inventory control records and analyses documenting all skeletal remains brought to the medical examiner's office. These records are utilized in maintaining control over the bones currently in storage.

RETENTION:

- a) Record copy. Retain as long as the related Medical Examiner Case File.
- b) Duplicate. Retain until obsolete, superseded, or administrative value is lost.

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*****DISTRICT MEDICAL EXAMINER RECORDS*****

TOE TAGS

Item #190

This record series consists of the duplicate toe tags placed on a body by the medical examiner's office for internal monitoring purposes. The tag may bear identifying numbers and other information for processing purposes.

RETENTION:

- a) Record copy. Retain until obsolete, superseded, or administrative value is lost.
- b) Duplicate. Retain until obsolete, superseded, or administrative value is lost.

CROSS-REFERENCE

- ABANDONED/JUNKED VEHICLE NOTICES
use NOTICES: REMOVAL OF ABANDONED OR JUNKED VEHICLE
- ACCIDENT REPORT FORMS: MOTOR VEHICLE
use ACCIDENT REPORT LONG FORMS: MOTOR VEHICLE
or ACCIDENT REPORT SHORT FORMS: MOTOR VEHICLE
- ACTIVITY LOGS: DETENTION FACILITY
use ACTIVITY LOGS
- ASSIGNMENT ORDERS: SHIFT ASSIGNMENT
use *General Records Schedule GS1-SL for State and Local Government Agencies*, Item #289, WORK SCHEDULES
- AUTOPSY RECORDINGS (AUDIO/VIDEO)
use AUTOPSY AND DEATH SCENE VIDEO RECORDINGS
or AUTOPSY AUDIO RECORDINGS
- BAIL BOND AGENTS: REGISTRATION
use REGISTRATIONS: BAIL BOND AGENTS
- BOLO (BE ON THE LOOKOUT) FORMS
use BE ON THE LOOKOUT (BOLO) RECORDS
- BRADY BILL RECORDS: CERTIFICATION LETTERS
use MULTIPLE WEAPONS SALES REPORTS DESTRUCTION CERTIFICATION LETTERS
- BRADY BILL REPORTS: MULTIPLE WEAPONS SALES
use MULTIPLE WEAPONS SALES REPORTS
- CIVIL RETURNS
use CIVIL PROCESS/RETURN RECORDS
- COMMUNICATIONS TAPE RECORDINGS
use *General Records Schedule GS1-SL for State and Local Government Agencies*, Item #335, COMMUNICATIONS
AUDIO RECORDINGS
- CRIMINAL INVESTIGATIVE RECORDS: DUI-DUBAL (FELONY/MISDEMEANOR)
use other applicable CRIMINAL INVESTIGATIVE RECORDS item(s)
- CRIMINAL INVESTIGATIVE RECORDS: ELDER ABUSE OR NEGLECT
use CRIMINAL INVESTIGATIVE RECORDS: ELDERS/DISABLED ADULTS ABUSE, NEGLECT, OR EXPLOITATION
- CRIMINAL INVESTIGATIVE RECORDS: MEDICAID PROVIDER FRAUD
use CRIMINAL INVESTIGATIVE RECORDS: FRAUD
- CRIMINAL INVESTIGATIVE RECORDS: POLLUTION CONTROL
use other applicable CRIMINAL INVESTIGATIVE RECORDS item(s)
- CRIMINAL INVESTIGATIVE RECORDS: SECURITY & INVESTMENT FRAUD
use CRIMINAL INVESTIGATIVE RECORDS: FRAUD
- DISPOSITION REPORTS: COUNTY CORRECTIONAL FACILITY
use DISPOSITION REPORTS
- EMPLOYEE IDENTIFICATION RECORDS
use *General Records Schedule GS1-SL for State and Local Government Agencies*, Personnel Records items or Item
#189, ACCESS CONTROL RECORDS

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CROSS-REFERENCE

EXPLORER PROGRAM/POLICE RECORDS
use Police Explorers Records

FELON REGISTER
use REGISTER OF FELONS

FINE AND FORFEITURE RECEIPT RECORDS
use *General Records Schedule GS1-SL for State and Local Government Agencies*, Item #365, RECEIPT/REVENUE
RECORDS: DETAIL

FINE/ESTREATED BOND REPORTS
use *General Records Schedule GS1-SL for State and Local Government Agencies*, Item #365, RECEIPT/REVENUE
RECORDS: DETAIL

FIREARMS: REGISTRATION
use REGISTRATIONS: FIREARMS/WEAPONS

GUNSHOT WOUND REPORTS
use GUNSHOT WOUND/LIFE-THREATENING INJURY REPORTS

LEVELS OF RESISTANCE REPORTS
use PHYSICAL FORCE RECORDS

MEDICAL RECORDS: INMATE
use *General Records Schedule GS4 for Public Hospitals, Health Care Facilities and Medical Providers*, Item #80,
PATIENT MEDICAL RECORDS

MODUS OPERANDI RECORDS
use CRIME ANALYSIS RECORDS

NOTIFICATION OF FOREIGN CONSULATE RECORDS
use item to which notification relates, e.g., the applicable CRIMINAL INVESTIGATIVE RECORDS item, ACCIDENT
RECORDS, etc.

POLYGRAPH RECORDS
use POLYGRAPH RECORDS: HIRING
or POLYGRAPH RECORDS: INVESTIGATIVE

PROPERTY RECORDS: CONFISCATED
use PROPERTY RECORDS: SEIZED/ABANDONED/FORFEITED

RADAR CALIBRATION RECORDS
use SPEED MEASURING DEVICE TEST/CALIBRATION RECORDS

RADIO LOGS
use *General Records Schedule GS1-SL for State and Local Government Agencies*, Item #292, RADIO LOGS

RAP SHEETS
use CRIMINAL HISTORY SUMMARY RECORDS/RAP SHEETS

REGISTRATIONS: BONDSMAN
use REGISTRATIONS: BAIL BOND AGENTS

REQUISITION OF THE SHERIFF
use *General Records Schedule GS1-SL for State and Local Government Agencies*, Item #88, BUDGET RECORDS,
SUPPORTING DOCUMENTS

SCENE VIDEOS
use AUTOPSY AND DEATH SCENE VIDEO RECORDINGS

SEXUAL PREDATOR NOTICES
use NOTICES: SEXUAL PREDATOR

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CROSS-REFERENCE

SPECIAL DEPUTY SHERIFFS: REGISTER
use REGISTER OF SPECIAL DEPUTY SHERIFFS

TAG READER RECORDS
use LICENSE PLATE RECOGNITION RECORDS

TRAINING RECORDS: PERSONNEL
use PERSONNEL RECORDS: POLICE AUXILIARY/SPECIAL DEPUTY or *General Records Schedule GS1-SL for State and Local Government Agencies*, applicable Personnel Records item

USE OF FORCE RECORDS
use PHYSICAL FORCE RECORDS

VEHICLE RECORDS: CHECKLIST
use VEHICLE RECORDS: INSPECTION CHECKLIST

VIDEO TAPE RECORDINGS: PATROL UNIT
use VIDEO RECORDINGS: PATROL UNITS

WARRANT CARD FILES
use WARRANT INDEX

WARRANT CASE FILES: OUTSTANDING
use WARRANT CASE FILES

WOUND REPORTS
use GUNSHOT WOUND/LIFE-THREATENING INJURY REPORTS

911 RECORDS: LOGS
use *General Records Schedule GS1-SL for State and Local Government Agencies*, Item #377, 911 RECORDS: LOGS

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CRIMINAL INVESTIGATIVE RECORDS: CAPITAL/LIFE FELONY	Item #31
ARREST RECORDS: OFFENDER INFORMATION	Item #32
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TELECOMMUNICATIONS TERMINAL LOGS	Item #98
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TELEPHONE CALL LOGS	Item #100
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CITATION TRANSMITTAL RECORDS	Item #102
CITATIONS	Item #103
TRAINING RECORDS: INSTRUCTOR	Item #105
TRESPASS WARNING AUTHORIZATION FORMS	Item #106
UNIFORM CLOTHING RECORDS	Item #108
UNIFORM CRIME REPORTS (UCR)	Item #109
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VEHICLE RECORDS: INSPECTION CHECKLIST	Item #111
VEHICLE PROCESSING LOGS	Item #112
VEHICLE RECORDS: TACHOMETER READING	Item #113
WAIVER FORMS: RELEASE OF INFORMATION	Item #114
WARNING TICKETS	Item #115
WARRANT INDEX	Item #116
WARRANT CASE FILES	Item #117
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CRIMINAL INVESTIGATIVE RECORDS: ELDERS/DISABLED ADULTS ABUSE, NEGLECT, OR EXPLOITATION	Item #124
CRIMINAL INVESTIGATIVE RECORDS: FELONY, 1st DEGREE	Item #125
CRIMINAL INVESTIGATIVE RECORDS: FELONY, 2nd AND 3rd DEGREE	Item #126
CRIMINAL INVESTIGATIVE RECORDS: MISDEMEANOR, 1st DEGREE	Item #127
CRIMINAL INVESTIGATIVE RECORDS: MISDEMEANOR, 2nd DEGREE	Item #128
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CRIMINAL INVESTIGATIVE RECORDS: MISSING PERSONS/RUNAWAY CASES	Item #161
CRIMINAL INVESTIGATIVE RECORDS: MISSING PERSONS/RUNAWAY CASES (FOUND/SOLVED)	Item #162
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EVIDENCE RECORDS: STAINED SECTIONS/EMBEDDED TISSUES/SPECIMENS	Item #169
EXAMINATION RECORDS: CRIMINAL JUSTICE TRAINING CENTERS/SCHOOLS	Item #170
EXECUTION RECORDS: RECEIPT FOR RETURN	Item #171
EXECUTION RECORDS: UNSATISFIED	Item #172
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INMATE FINANCIAL RECORDS	Item #175
INMATE TRANSPORTATION LISTS	Item #176
INVENTORY REPORTS: MISSING ITEMS	Item #177
K-9/EQUINE RECORDS	Item #178
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MEDICAL EXAMINER CASE FILES: CREMATION INVESTIGATION, BURIAL-AT-SEA, ANATOMICAL DISSECTION, AND NO JURISDICTION INVESTIGATION	Item #180
MEDICAL EXAMINER CASE FILES: IDENTIFIED	Item #181
MEDICAL EXAMINER CASE FILES: UNIDENTIFIED	Item #182
MEDICAL EXAMINER RECORDS: AUTOPSY SUPPORTING DOCUMENTS	Item #183
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PERSONNEL RECORDS: POLICE AUXILIARY/SPECIAL DEPUTY	Item #185
RESEARCH AND STUDY RECORDS	Item #186
AUTOPSY AND DEATH SCENE VIDEO RECORDINGS	Item #187
SKELETON INVENTORY RECORDS	Item #188
SUICIDE WATCH RECORDS	Item #189
TOE TAGS	Item #190
VICTIM ASSISTANCE CASE FILES	Item #191
VIDEO RECORDINGS: PATROL UNITS	Item #192
WEAPONS BUY BACK PROGRAM RECORDS	Item #193
ACCREDITATION RECORDS: LAW ENFORCEMENT AGENCY	Item #195
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ACCIDENT RECORDS: MOTOR VEHICLE	Item #196
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CRIMINAL INVESTIGATIVE RECORDS: FRAUD	Item #201
EXECUTION RECORDS: SUPPORTING DOCUMENTS	Item #202
FEDERAL FIREARMS NOTIFICATION RECORDS	Item #203
FINGERPRINT COMPARISON RECORDS	Item #204
INMATE CALL RECORDS	Item #205
JUVENILE ALTERNATIVE PROGRAM RECORDS	Item #206
POLICE EXPLORERS RECORDS	Item #207
POLYGRAPH RECORDS: HIRING	Item #208
POLYGRAPH RECORDS: INVESTIGATIVE	Item #209
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VEHICLE LOCATOR RECORDS	Item #211
VEHICLE PURSUIT RECORDS	Item #212
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CRIMINAL INVESTIGATIVE RECORDS: FELONY, DESTRUCTIVE DEVICE	Item #214
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LICENSE PLATE RECOGNITION RECORDS	Item #217

Miami Dade County – USPS Address Standards

An address has the following components; house number, pre-direction, street name (number), street type, post-direction, unit designators, city, state and zip code. When formatting addresses into a database the address field should contain the house number, pre-direction, street name (number), street type and post-direction components. All other components should be contained within their own field. Zip code should be separated from the zip+4 designations. For the purposes of this document we will parse the address from left to right. This document describes the address standards for all components of an address.

1 House Number

23456 SW 159th Ct

The first component of an address is the house number. The house number is from one to five numeric digits.

2 Pre-directional

345 NW 72nd Ave

The second component is the pre-directional. Abbreviate according to the appropriate one or two character abbreviation:

<i>Direction</i>	<i>Abbv.</i>	<i>Direction</i>	<i>Abbv.</i>
North	N	Northeast	NE
South	S	Northwest	NW
East	E	Southeast	SE
West	W	Southwest	SW

3 Street Name

5680 SW 87th Ave

The third component is the street name. Numeric street names, should be written using numeric characters and with the appropriate endings, for example, 7th, 72nd, 56th, 3rd. If a street name contains a direction it should be spelled out.

The following are standardized examples of county, state, and local highways (see Appendix B for an expanded table).

Name

COUNTY ROAD 20
COUNTY HIGHWAY 140
HIGHWAY 50
INTERSTATE 680
ROAD 123
STATE HIGHWAY 335
STATE ROUTE 39
US HIGHWAY 70
TOWNSHIP ROAD 20

4 Street Types

43789 NW 77th **Cir**

The fourth component is the street type. The street type of the address should conform to the standard street type abbreviations listed in [Appendix A](#).

43789 NW 77th **Circle Pl**

If an address has two consecutive words that appear on the street type table ([Appendix A](#)), abbreviate the second of the two words according to the street type table and place it in the street type position of the address. The first of the two words is part of the primary name. Spell it out and add it to the street name.

5 Post-directional

13700 Kendale Lakes Cr **E**

The fifth component is the post-directional. See item 2 pre-directional for standardization.

6 Unit Designators

5576 S Miami Ave **Apt 13**

The sixth component is the unit designator. Unit designators, such as APARTMENT or SUITE should not be included in the address field of a database. The unit designation should conform to the standard abbreviations listed in [Appendix C](#). The pound sign (#) should not be used as a secondary unit designator if the correct designation, such as APT or STE, is known.

7 City Names

The seventh component is the city name. Spell city names in their entirety.

8 State Names

The eight component of an address is the state name. The state name should be abbreviated to the standard two-letter abbreviation as listed in [Appendix D](#).

9 Zip code

The ninth component of an address is the zip code. The zip code or zip+4 must be correctly applied according to the USPS postal service. The primary zip code should be stored separately from the zip +4.

Appendix A

Street Type Abbreviations

	<i>Postal Service</i>
<i>Primary</i>	<i>Standard</i>
<i>Street Type</i>	<i>Street Type</i>
<i>Name</i>	<i>Abbreviation</i>
ALLEY	ALY
ANNEX	ANX
ARCADE	ARC
AVENUE	AVE
BAYOU	BYU
BEACH	BCH
BEND	BND
BLUFF	BLF
BLUFFS	BLFS
BOTTOM	BTM
BOULEVARD	BLVD
BRANCH	BR
BRIDGE	BRG
BROOK	BRK
BROOKS	BRKS
BURG	BG

BURGS	BGS
BYPASS	BYP
CAMP	CP
CANYON	CYN
CAPE	CPE
CAUSEWAY	CSWY
CENTER	CTR
CENTERS	CTRS
CIRCLE	CIR
CIRCLES	CIRS
CLIFF	CLF
CLIFFS	CLFS
CLUB	CLB
COMMON	CMN
COMMONS	CMNS
CONCOURSE	CONC
CORNER	COR
CORNERS	CORS
COURSE	CRSE
COURT	CT
COURTS	CTS
COVE	CV
COVES	CVS
CREEK	CRK
CRESCENT	CRES
CREST	CRST
CROSSING	XING
CROSSROAD	XRD
CROSSROADS	XRDS
CURVE	CURV
DALE	DL
DAM	DM
DIVIDE	DV
DRIVE	DR
DRIVES	DRS
ESTATE	EST
ESTATES	ESTS

EXPRESSWAY	EXPY
EXTENSION	EXT
EXTENSIONS	EXTS
FALL	FALL
FALLS	FL
FERRY	FRY
FIELD	FLD
FIELDS	FLDS
FLAT	FLT
FLATS	FLTS
FORD	FRD
FORDS	FRDS
FOREST	FRST
FORGE	FRG
FORGES	FRGS
FORK	FRK
FORKS	FRKS
FORT	FT
FREEWAY	FWY
GARDEN	GDN
GARDENS	GDNS
GATEWAY	GTWY
GLEN	GLN
GLENS	GLNS
GREEN	GRN
GREENS	GRNS
GROVE	GRV
GROVES	GRVS
HARBOR	HBR
HARBORS	HBRs
HAVEN	HVN
HEIGHTS	HTS
HIGHWAY	HWY
HILL	HL
HILLS	HLS
HOLLOW	HOLW
INLET	INLT

ISLAND	IS
ISLANDS	ISS
ISLE	ISLE
JUNCTION	JCT
JUNCTIONS	JCTS
KEY	KY
KEYS	KYS
KNOLL	KNL
KNOLLS	KNLS
LAKE	LK
LAKES	LKS
LAND	LAND
LANDING	LNDG
LANE	LN
LIGHT	LGT
LIGHTS	LGTS
LOAF	LF
LOCK	LCK
LOCKS	LCKS
LODGE	LDG
LOOP	LOOP
MALL	MALL
MANOR	MNR
MANORS	MNRS
MEADOW	MDW
MEADOWS	MDWS
MEWS	MEWS
MILL	ML
MILLS	MLS
MISSION	MSN
MOTORWAY	MTWY
MOUNT	MT
MOUNTAIN	MTN
MOUNTAINS	MTNS
NECK	NCK
ORCHARD	ORCH
OVAL	OVAL

OVERPASS	OPAS
PARK	PARK
PARKS	PARK
PARKWAY	PKWY
PARKWAYS	PKWY
PASS	PASS
PASSAGE	PSGE
PATH	PATH
PIKE	PIKE
PINE	PNE
PINES	PNES
PLACE	PL
PLAIN	PLN
PLAINS	PLNS
PLAZA	PLZ
POINT	PT
POINTS	PTS
PORT	PRT
PORTS	PRTS
PRAIRIE	PR
RADIAL	RADL
RAMP	RAMP
RANCH	RNCH
RAPID	RPD
RAPIDS	RPDS
REST	RST
RIDGE	RDG
RIDGES	RDGS
RIVER	RIV
ROAD	RD
ROADS	RDS
ROUTE	RTE
ROW	ROW
RUE	RUE
RUN	RUN
SHOAL	SHL
SHOALS	SHLS

SHORE	SHR
SHORES	SHRS
SKYWAY	SKWY
SPRING	SPG
SPRINGS	SPGS
SPUR	SPUR
SPURS	SPUR
SQUARE	SQ
SQUARES	SQS
STATION	STA
STRAVENUE	STRA
STREAM	STRM
STREET	ST
STREETS	STS
SUMMIT	SMT
TERRACE	TER
THROUGHWAY	TRWY
TRACE	TRCE
TRACK	TRAK
TRAFFICWAY	TRFY
TRAIL	TRL
TRAILER	TRLR
TUNNEL	TUNL
TURNPIKE	TPKE
UNDERPASS	UPAS
UNION	UN
UNIONS	UNS
VALLEY	VLV
VALLEYS	VLVS
VIADUCT	VIA
VIEW	VW
VIEWS	VWS
VILLAGE VILL	VLG
VILLAGES	VLGS
VILLE	VL
VISTA	VIS
WALK	WALK

WALKS	WALK
WALL	WALL
WAY	WAY
WAYS	WAYS
WELL	WL
WELLS	WLS

Appendix B

Address Standardization - County, State, Local Highways

The following are examples of county, state, and local highway primary names and the recommended standardized format. These are not the only possible examples.

Examples in Use

Standard

COUNTY HIGHWAY 140	COUNTY HIGHWAY 140
COUNTY HWY 60E	COUNTY HIGHWAY 60E
CNTY HWY 20	COUNTY HIGHWAY 20
COUNTY RD 441	COUNTY ROAD 441
COUNTY ROAD 110	COUNTY ROAD 110
CR 1185	COUNTY ROAD 1185
CNTY RD 33	COUNTY ROAD 33
FL COUNTY RD 150	FL COUNTY ROAD 150
FLORIDA COUNTY ROAD 555 (excessive characters)	FL COUNTY ROAD 555
EXPRESSWAY 55	EXPRESSWAY 55
FARM to MARKET 1200	FM 1200
FM 187	FM 187
HWY FM 1320	FM 1320
HIGHWAY 101	HIGHWAY 101
HIWAY 1080A	HIGHWAY 1080A
HWY 64	HIGHWAY 64
HWY 11 BYPASS	HIGHWAY 11 BYP
HWY 66 FRONTAGE ROAD	HIGHWAY 66 FRONTAGE RD
HIGHWAY 3 BYP ROAD	HIGHWAY 3 BYPASS RD
I10	INTERSTATE 10
INTERSTATE 40	INTERSTATE 40
IH280	INTERSTATE 280

INTERSTATE HWY 680
I 55 BYPASS
I 26 BYP ROAD
I 44 FRONTAGE ROAD
LOOP 410
RD 5A
ROAD 22
RT 88
RTE 95
ROUTE 1150EE
RANCH RD 620
ST HIGHWAY 303
STATE HWY 60
SR 220
ST RD 86
STATE ROAD 55
SR MM
ST RT 175
STATE RTE 260
TOWNSHIP RD 20
TSR 45
US 41 SW
US HWY 44
US HIGHWAY 70
FLORIDA 440
FLORIDA HIGHWAY 189
FL 1207
FL HWY 75
FL ST HWY 1
FL STATE HIGHWAY 24
FLORIDA STATE HIGHWAY 625
(excessive characters)

INTERSTATE 680
INTERSTATE 55 BYP
INTERSTATE 26 BYPASS RD
INTERSTATE 44 FRONTAGE RD
LOOP 410
ROAD 5A
ROAD 22
ROUTE 88
ROUTE 95
ROUTE 1150EE
RANCH ROAD 620
STATE HIGHWAY 303
STATE HIGHWAY 60
STATE ROAD 220
STATE ROAD 86
STATE ROAD 55
STATE ROUTE MM
STATE ROUTE 175
STATE ROUTE 260
TOWNSHIP ROAD 20
TOWNSHIP ROAD 45
US HIGHWAY 41 SW
US HIGHWAY 44
US HIGHWAY 70
FL HIGHWAY 440
FL HIGHWAY 189
FL HIGHWAY 1207
FL HIGHWAY 75
FL STATE HIGHWAY 1
FL STATE HIGHWAY 24
FL STATE HIGHWAY 625

Note: When the name of a state is used as a portion of the Primary Street Name, the standard two-letter abbreviation is recommended as depicted in the previous examples. However, when the state name is the complete Primary Street Name, such as OKLAHOMA AVE, then the state name should be spelled out completely.

Appendix C

Unit Designator Abbreviations

<i>Description</i>	<i>Approved Abbreviation</i>
Apartment	APT
Basement	BSMT**
Blank, unable to determine*	
Building	BLDG
Department	DEPT
Floor	FL
Front	FRNT**
Hanger	HNGR
Key	KEY
Lobby	LBBY**
Lot	LOT
Lower	LOWR**
Office	OFC**
Penthouse	PH**
Pier	PIER
Rear	REAR**
Room	RM
Side	SIDE**
Slip	SLIP
Space	SPC
Stop	STOP
Suite	STE
Trailer	TRLR
Unit	UNIT
Upper	UPPR**

* Requires the pound sign (#) to be used on the mailpiece.

** Does not require a Secondary RANGE to follow.

Appendix D

State Abbreviations

<i>State/Possession</i>	<i>Abbreviation</i>
Alabama	AL
Alaska	AK
American Samoa	AS
Arizona	AZ
Arkansas	AR
California	CA
Colorado	CO
Connecticut	CT
Delaware	DE
District of Columbia	DC
Federated States of Micronesia	FM
Florida	FL
Georgia	GA
Guam	GU
Hawaii	HI
Idaho	ID
Illinois	IL
Indiana	IN
Iowa	IA
Kansas	KS
Kentucky	KY
Louisiana	LA
Maine	ME
Marshall Islands	MH
Maryland	MD
Massachusetts	MA
Michigan	MI
Minnesota	MN
Mississippi	MS
Missouri	MO
Montana	MT
Nebraska	NE
Nevada	NV
New Hampshire	NH
New Jersey	NJ
New Mexico	NM

New York	NY
North Carolina	NC
North Dakota	ND
Northern Mariana Islands	MP
Ohio	OH
Oklahoma	OK
Oregon	OR
Palau	PW
Pennsylvania	PA
Puerto Rico	PR
Rhode Island	RI
South Carolina	SC
South Dakota	SD
Tennessee	TN
Texas	TX
Utah	UT
Vermont	VT
Virgin Islands	VI
Virginia	VA
Washington	WA
West Virginia	WV
Wisconsin	WI
Wyoming	WY