



VILLAGE OF BISCAYNE PARK
640 NE 114TH STREET
BISCAYNE PARK, FL 33161
TEL: 305 899 8000 FAX: 305 891 7241
www.biscayneparkfl.gov

AGENDA
REGULAR COMMISSION MEETING
Ed Burke Recreation Center - 11400 NE 9th Court
Biscayne Park, FL 33161
Thursday, November 4, 2010 at 7:00PM

Mayor and Commission

Roxanna Ross
Mayor

Bryan Cooper
Vice Mayor

Robert "Bob" Anderson
Commissioner

Steve Bernard
Commissioner

Albert Childress
Commissioner

Ana Garcia
Village Manager

John J. Hearn
Village Attorney

Maria Camara
Village Clerk

 Indicates documents are attached to this agenda.

1 Call to Order

2 Roll Call

3 Pledge of Allegiance

4 Presentations

-  4.a Proclamation to North Shore Medical Center in celebration of Blood Management Awareness Week.
-  4.b Certificate of Appreciation - Jose Areiza Ordonez, Church of the Resurrection
-  4.c Proclamation - Sira Ramos Day

5 Additions, Deletions or Withdrawals to Agenda

6 Public Comments Related to Agenda Items / Good & Welfare

7 Consent Agenda

-  7.a Approval of Minutes
 - > September 14, 2010 Regular Commission Meeting
 - > September 21, 2010 2nd Public Hearing FY 2010-11 Budget

 7.b **Resolution 2010-25**
A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, **RATIFYING THE DONATION OF \$2,500 FOR FISCAL YEAR 2009-2010 TO THE NORTH MIAMI FOUNDATION FOR SENIOR SERVICES, INC.;** PROVIDING FOR AN EFFECTIVE DATE *(Sponsored by the Village Commission)*

 7.c **Resolution 2010-29**
A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, **AUTHORIZING THE VILLAGE MANAGER TO APPLY FOR THE FEDERAL DRUG CONTROL AND SYSTEM IMPROVEMENT PROGRAM GRANT AVAILABLE THROUGH MIAMI-DADE COUNTY OFFICE OF GRANTS COORDINATION;** TO APPLY FOR, RECEIVE, AND EXPEND \$3,212 IN FEDERAL FUNDS FOR A RECORDS IMPROVEMENT PROJECT; AUTHORIZING THE VILLAGE MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; PROVIDING FOR AN EFFECTIVE DATE *(Sponsored by Police Chief Mitchell Glansberg)*

 7.d Combined Voluntary Cooperation and Operational Assistance Mutual Aid Agreement Between the City of Miami, Florida and the Village of Biscayne Park, Florida *(Sponsored by Police Chief Mitchell Glansberg)*

 7.e Joint Declaration of the Chief of the City of North Miami Beach Police Department and the Chief of the Village of Biscayne Park Police Department Pursuant to Mutual Aid Act *(Sponsored by Police Chief Mitchell Glansberg)*

8 Public Hearings

9 Ordinances - FIRST READING

< None >

Ordinances - SECOND READING

< None >

10 Resolutions

< None >

11 Old Business

 11.a Commissioner Bernard: A discussion to create written certain specific policies and procedures. *(Moved from the 10/5/10 meeting by Commissioner Bernard)*



11.b Selection of board member replacements:

- > Commissioner Bernard: Parks & Parkway Advisory Board
(Moved from the October 5, 2010 meeting by Commissioner Bernard)
- > Vice Mayor Cooper: Code Enforcement Board *(Moved from the October 5, 2010 meeting by Vice Mayor Cooper)*
- > Vice Mayor Cooper: Parks & Parkway Advisory Board

12 New Business

< None >

13 Reports

13.a Committee Reports

- i > Parks & Parkway Advisory Board
- ii > Code Review Board
- iii > Recreation Advisory Board
- iv > Ecology Board

13.b Village Attorney

13.c Village Manager



- > Monthly financial report - October 2010 *(Finance Director Michael Arciola)*
- > Updates on status of projects.

13.d Commissioner Comments

- > Vice Mayor Bryan Cooper
- > Commissioner Bob Anderson
- > Commissioner Steve Bernard
- > Commissioner Al Childress
- > Mayor Roxanna Ross

14 Announcements

All public meetings are held at the Ed Burke Recreation Center,
11400 NE 9th Court, Biscayne Park.

Tuesday, November 9th - Code Review at 7:00PM.

Wednesday, November 10th - Recreation Advisory Board at 6:30PM

Thursday, November 11th - Veteran's Day. All Village Departments
will be closed in observance of this holiday.

Friday, November 12th - Village Hall will close early at 3PM to allow
for the set up for the tenting of the building.

Monday, November 15th - Planning & Zoning at 6:30PM

Tuesday, November 16th - Code Enforcement at 7:00PM

Wednesday, November 17th - Parks & Parkway Advisory Board at
6:00PM

Thursday, November 18th - Ecology Board at 6:30PM

Tuesday, November 23rd - Code Review at 7:00PM

Thursday, November 25th and Friday, November 26th - All Village Departments will be closed on Thursday. On Friday, Village Hall will be closed, but Public Works will be open and will complete both the Thursday and Friday pick up schedule.

Please visit our website regularly at biscayneparkfl.gov and click on the Calendar of Meetings & Events to view the full schedule.

15 Adjournment

In accordance with the provisions of F.S. Section 286.0105, should any person seek to appeal any decision made by the Commission with respect to any matter considered at this meeting, such person will need to ensure that a verbatim record of the proceedings is made; which record includes the testimony and evidence upon which the appeal is to be based.

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodation to participate in the proceedings should call Village Hall at (305) 899 8000 no later than four (4) days prior to the proceeding for assistance.

DECORUM - Any person making impertinent or slanderous remarks, or who becomes boisterous while addressing the Commission, shall be barred from further audience before the Commission by the presiding officer, unless permission to continue or again address the commission is granted by the majority vote of the Commission members present. No clapping, applauding, heckling or verbal outbursts in support or in opposition to a speaker or his/her remarks shall be permitted. No signs or placards shall be allowed in the Commission Chambers. Please mute or turn off your cell phone or pager at the start of the meeting. Failure to do so may result in being barred from the meeting. Persons exiting the Chamber shall do so quietly.

PROCLAMATION

BLOOD MANAGEMENT AWARENESS WEEK

November 1 - 5, 2010

WHEREAS, The Village of Biscayne Park is pleased to join North Shore Medical Center as it celebrates Blood Management Awareness Week, November 1-5, 2010; and

WHEREAS, North Shore Medical Center is staffed by professionals with a commitment to improving patient outcomes through optimal blood management; and

WHEREAS, Blood management is the appropriate provision and use of blood, its components and derivatives, and strategies to reduce or avoid the need for a blood transfusion; and

WHEREAS, Blood Management Awareness Week speaks to the concerns of every person to have the best health care available to them, respecting individual preferences and beliefs, and continuing education of healthcare professionals to prove that care; and

WHEREAS, North Shore Medical Center is staffed by professionals with a commitment to improving patient outcomes and educating the medical community about best practices in blood management; and

WHEREAS, We commend the members of North Shore Medical Center for extending themselves in service to others according to their commitment of improving patient outcomes.

NOW, THEREFORE, be it resolved that, by virtue of the authority vested in me as Mayor of the Village of Biscayne Park, we do hereby recognize the week of November 1-5, 2010, as Blood Management Awareness Week.

DATED, this 4th day of November, 2010

*Roxanna Ross, Mayor
Village of Biscayne Park, FL*

Village of Biscayne Park

Certificate of Appreciation

is hereby granted to:

Jose Areiza Ordonez

*In recognition of your exemplary service and
generosity on behalf of the Church of the
Resurrection*

November 4, 2010

Mayor Roxanna Ross



Proclamation of the Village of Biscayne Park Honoring Sira Ramos

Whereas, Sira Ramos began her career with the Code Enforcement Division of the Village of Biscayne Park on January 9, 2000; and

Whereas, Sira, through her dedicated and professional work ethic, and continuing education, reached the designation of a level three professional Code Enforcement Officer through the Florida Association of Code Enforcement (FACE); and

Whereas, Sira has throughout her career enforced the codes and ordinances of the Village of Biscayne Park to insure that the livability, values and integrity of our Village are maintained; and

Whereas, Sira has worked tirelessly with the Code Enforcement Board and Code Review Board to assist with their goals and objectives; and

Whereas, Sira is a warm and caring person who is usually at the forefront in celebrating important milestones in the lives of her co-workers, as well as lending a hand or her support in their time of need; and

Whereas, Sira's caring extends beyond the walls of Village Hall and spills out to the residents of the Village of Biscayne Park as demonstrated by her willingness to provide assistance when needed, whether to an elderly neighbor, to children of all ages, or to a beloved lost pet.

Now, therefore; be it resolved, that on behalf of the staff and the residents of the Village of Biscayne Park, this Commission wishes to express its deep appreciation to Sira Ramos for her 11 years of service and wishes her a long, healthy, happy, and active retirement with her loving husband, Felipe Ramos, and her family. Furthermore, we hereby proclaim November 4, 2010, to be recognized as Sira Ramos Day.

Signed this 4th day of November, 2010

*Vice Mayor Bryan Cooper
Commissioner Robert Anderson
Commissioner Steve Bernard
Commissioner Al Childress*

Mayor Roxanna Ross

*Ana M. Garcia, Village Manager
Maria C. Camara, Village Clerk
Mitchell Glansberg, Chief of Police*



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John J. Hearn
Village Attorney

Maria Camara
Village Clerk

MINUTES
REGULAR COMMISSION MEETING
Church of the Resurrection - 11173 Griffing Blvd
Biscayne Park, FL 33161
Tuesday, September 14, 2010 7:00PM

1 Call to Order

2 Roll Call

Mayor Roxanna Ross called the meeting to order at 7:19PM. In addition to Mayor Ross, present were:

Vice Mayor Bryan Cooper
Commissioner Bob Anderson
Commissioner Steve Bernard
Commissioner Al Childress

Present from staff were:

Village Manager Ana Garcia
Village Clerk Maria Camara
Village Attorney Hearn
Finance Director Michael Arciola
Police Chief Mitchell Glansberg
Public Works Director Bernard Pratt
Parks & Recreation Director Issa Thornell

3 Pledge of Allegiance and Moment of Silence

4 Presentations

4.a Presentation to Father Alberto Cutie in recognition of being the newly appointed Pastor of the Church of the Resurrection. Presented to Charlotte Floyd in Father Cutie's absence.

4.b Presentation given by Charlotte Floyd on the Church of the Resurrection Festival scheduled for October 9th and 10th, 2010.

4.c Proclamation for Constitution Week, celebrating the 223rd anniversary of the Constitution of the United States. Presented to B.B. Gould, resident and member of the Daughters of the Revolution.

5 Additions, Deletions or Withdrawals to the Agenda

Manager Garcia requests that Resolution 2010-24 is added to the agenda under Old Business, 11.a.

Commissioner Bernard requests that item 12.b, selection of Parks & Parkway Advisor Board member, is moved to the October 5, 2010 meeting.

6 Public Comments Related to Agenda Items / Good Welfare

Barbara Kuhl - 1st Public Hearing FY 2010-11 Budget, comments from Commissioner Bernard and Vice Mayor Cooper on the maintenance of the field at Ed Burke Park.

7 Consent Agenda

Motion made by Commissioner Childress to approve the consent agenda.
Seconded by Commissioner Anderson.

Vice Mayor Cooper pulls items 7b, Expenditure of forfeiture funds on rental fees, and 7c, Expenditure of forfeiture funds for labor costs.

Commissioner Bernard pulls the minutes for July 13, 2010, and August 31, 2010, for discussion.

Balance of items left on the consent agenda:

7.a > July 27, 2010 Special Commission Meeting

> July 27, 2010 1st Budget Workshop FY 2010-11 Budget

> August 3, 2010 Regular Commission Meeting

> August 17, 2010 2nd Budget Workshop FY 2010-11 Budget

> September 9, 2010 1st Public Hearing FY 2010-11 Budget

7.d Expenditure of forfeiture funds for overtime on specific police cases.

7.e Expenditure of forfeiture funds for purchase of a defibrillator.

The motion was called to a vote:

All in favor: Mayor Ross, Vice Mayor Cooper, Commissioner Childress, Commissioner Bernard and Commissioner Anderson

Motion carries: 5/0

Commissioner Bernard makes a motion to amend the minutes for July 13, 2010 to add the written statement he provided for the July 13, 2010 meeting in which he was absent. Seconded by Vice Mayor Cooper

The motion was called to a vote:

All in favor: Vice Mayor Cooper and Commissioner Bernard

All opposed: Mayor Ross, Commissioner Childress and Commissioner Anderson.

Motion dies: 2/3

Commissioner Anderson makes a motion to accept the minutes as submitted by the Clerk for July 13, 2010, with the addition of the subject for each speaker at Public Comments. It was seconded by Commissioner Childress.

The motion was called to a vote:

All in favor: Mayor Ross, Commissioner Childress and Commissioner Anderson

All opposed: Vice Mayor Cooper and Commissioner Bernard

Motion carries: 3/2

Commissioner Bernard makes a motion to correct the Manager's opening statement of the August 31, 2010 minutes to only reflect "additional compensation". After discussion, a new motion made by Commissioner Anderson to approve the minutes submitted by the Clerk for August 31, 2010, and changing the Manager's opening statement to state "she would be pulling any items that would have a fiscal impact on the Village due to the economic status". It was seconded by Vice Mayor Cooper.

The motion was called to a vote:

All in favor: Vice Mayor Cooper, Mayor Ross, Commissioner Childress, Commissioner Bernard and Commissioner Anderson.

Motion carries: 5/0

Item 7b, Expenditure of forfeiture funds on rental fees:

After discussion, motion made by Commissioner Anderson to approve the expenditure of forfeiture funds on the rental fees for 12 months. Seconded by Commissioner Childress.

The motion was called to a vote:

All in favor: Mayor Ross, Commissioner Childress and Commissioner Anderson

All opposed: Vice Mayor Cooper and Commissioner Bernard

Motion carries: 3/2

Item 7c, Expenditure of forfeiture funds for labor costs:

After discussion, motion made by Commissioner Anderson to approve the expenditure of forfeiture funds for labor costs. Seconded by Commissioner Bernard.

The motion was called to a vote:

All in favor: Mayor Ross, Commissioner Childress, Vice Mayor Cooper, Commissioner Bernard and Commissioner Anderson

Motion carries: 5/0

8 Public Hearings

< None >

9 Ordinances - First Reading

< None >

Ordinances - Second Reading

< None >

10 Resolutions

11 Old Business

11.a Resolution 2010-24

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, **DIRECTING THE VILLAGE CLERK TO PREPARE SUMMARY MINUTES OF ALL VILLAGE COMMISSION MEETINGS;** AUTHORIZING THE MINUTES TO INCLUDE THE TOPIC UPON WHICH A SPEAKER IS ADDRESSING; LIMITING CHANGES TO THE MINUTES BASED ON FACTUAL ERRORS OF WHAT IS CONTAINED IN THE MINUTES; PROVIDING FOR AN EFFECTIVE DATE

Motion made by Commissioner Anderson to approve. It was seconded by Commissioner Childress.

After discussion, an amendment is requested by Commissioner Childress to amend the resolution to state, "factual errors which must be corrected". The amendment was accepted by Commissioner Anderson.

The motion was called to a vote:

All in favor: Mayor Ross, Commissioner Childress, Vice Mayor Cooper, and Commissioner Anderson

All opposed: Commissioner Bernard

Motion carries: 4/1

12 New Business

Commissioner Bernard: Discussion to create written certain specific policies and
12.a procedures. This item was moved to the next regular meeting on October 5, 2010, by Commissioner Bernard.

Commissioner Bernard: Selection of Parks & Parkway Advisory Board. This item
12.b was moved to the next regular meeting on October 5, 2010, by Commissioner Bernard.

Mayor Ross: Discussion on ordinances related to the budget on sanitation fees
12.c and appointment of a budget officer.

On the ordinance to set the sanitation fees, Attorney Hearn was directed to review if and when a similar ordinance had been done before, and to provide an ordinance for first reading at the next regular commission meeting on October 5, 2010.

On the proposed ordinance to appoint a budget officer, consensus was reached (by a show of hands, Mayor Ross, Commissioner Childress and Commissioner Anderson), directing Attorney Hearn to draft an ordinance for first reading at the next regular commission meeting on October 5, 2010.

13 **Reports**

13.a < No committee reports.>

13.b **Village Attorney:** The executive session that took place prior to this meeting regarding the police union contracts was not finalized and will continue next week immediately following the 2nd Public Hearing on FY 2010-11 Budget on Tuesday, September 21, 2010.

Prior to the 2nd Public Hearing, there will be an in-the-shade meeting of the Commission to discuss litigation on a worker's compensation case. This meeting will begin at 6:00AM on Tuesday, September 21, 2010, and will be attended by the entire Commission, Manager Garcia, Attorney Hearn and the attorney from Miami Dade County. A court reporter will also be in attendance and full transcripts of this meeting will be made available to the public after settlement is reached.

Attorney Hearn will get an update from Mr. Soloff on his investigation and will advise if any additional charges will be charge with the addition of the information brought forward by Vice Mayor Cooper at the August 31, 2010, special commission meeting.

Consensus was reached by the entire Commission requesting that Attorney Hearn specify the person he speaks with and the general topic of discussion when he submits his hours for payment.

13.c **Village Manager Garcia:** Requested that the Commission confirm the date of Saturday, October 23, 2010 as the date for the Strategic Planning session. Commission to provide confirmation by Friday, September 17, 2010.

The first Tuesday of November is the same day as the General Election. Manager Garcia asked for consensus to change to Thursday, November 4, 2010. All agreed.

13.d Vice Mayor Cooper provided an answer to resident Barbara Kuhl's question during first public comments; length of the meeting agenda.

Commissioner Anderson commended the Mayor on her handling of the meetings.

Commissioner Bernard provided an answer to resident Barbara Kuhl's question during first public comments; agenda items added at the last minute; resident attendance at meetings is low; summary minutes.

Commissioner Childress commended the Commission and Staff on the budget that resulted in no increase to the millage and no layoffs.

Mayor Ross encourages residents to submit applications for the Biscayne Park Foundation; encourages Commissioners to meet and speak with Manager on a regular basis; balanced budget with no tax increase; information on agenda packets.

14 Final Public Comments

< None >

15 Announcements

Due to the on-going construction and renovations at the Ed Burke Recreation Center, meetings have been re-located.

Wed. September 15, 2010 - Parks & Parkway Advisory Board at 6:00PM at Village Hall

Mon. September 20, 2010 - Planning & Zoning at 6:30PM at Village Hall

Tue. September 21, 2010 - 2nd Public Hearing FY 2010-2011 Budget at 6:30PM at the Church of the Resurrection

Tue. September 21, 2010 - Code Enforcement at 7:00PM at the Church of the Resurrection

Wed. September 22, 2010 - Ecology Board at 7:00PM at Village Hall

Tue. September 28, 2010 - Code Review Board at 7:00PM at Village Hall

Tue. October 5, 2010 - Regular Commission Meeting at 7:00PM at the Church of the Resurrection

16 Adjournment.

Motion made by Commissioner Childress to adjourn and seconded by Commissioner Anderson.

The meeting was adjourned at 9:59PM

Commission approved on _____.

Attest:

Roxanna Ross, Mayor

Maria Camara, Village Clerk



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Commissioner

Ana Garcia
Village Manager

John J. Hearn
Village Attorney

MINUTES

**2nd Public Hearing - FY 2010-11 Budget
Church of the Resurrection - 11173 Griffing Blvd
Biscayne Park, FL 33161
Tuesday, September 21, 2010 at 6:30PM**

1 Call to Order

2 Roll Call

Mayor Roxanna Ross called the meeting to order at 7:14PM. In addition to Mayor Ross, present were:

Vice Mayor Bryan Cooper
Commissioner Bob Anderson
Commissioner Steve Bernard
Commissioner Al Childress

Present from staff were:

Village Manager Ana Garcia
Village Clerk Maria Camara
Finance Director Michael Arciola
Attorney John Hearn
Police Chief Mitchell Glansberg
Public Works Director Bernard Pratt
Parks & Recreation Director Issa Thornell

3 Pledge of Allegiance and Moment of Silence

4 Manager Garcia provided a review of the current fiscal year 2009-2010 status and of the upcoming fiscal year 2010-2011 budget. Manager recommends that the budget for fiscal year 2010-2011 be adopted as proposed.

Village Clerk Camara provided a review of the changes to the budget since the 1st Budget Hearing on September 9, 2010.

5 a Ordinance No. 2010-11

AN ORDINANCE OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, **ESTABLISHING THE 2010-2011 MILLAGE RATE AT 8.9933 MILS** FOR EACH \$1,000 OF ASSESSED VALUATION UPON REAL AND PERSONAL PROPERTY WITHIN THE VILLAGE LIMITS OF THE VILLAGE OF BISCAYNE PARK; PROVIDING FOR AN EFFECTIVE DATE

Attorney Hearn read the title of the ordinance.

Mayor Ross opened public comment on the ordinance and there were none.

Motion made by Commissioner Anderson to approve the ordinance at first reading. It was seconded by Vice Mayor Cooper.

The motion was called to a vote:

All in favor: Mayor Ross, Vice Mayor Cooper, Commissioner Childress and Commissioner Anderson

All opposed: Commissioner Bernard

Motion carries: 4/1

5 b Ordinance No. 2010-12

AN ORDINANCE OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, **ADOPTING A BUDGET FOR FISCAL YEAR 2010-2011** FOR THE VILLAGE OF BISCAYNE PARK, FLORIDA; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE

Attorney Piper read the title of the ordinance.

Mayor Ross opened public comment on the ordinance:

Debbie Feinberg, Executive Director of the North Miami Sr. Citizen Foundation.
Chester Morris - North Miami Sr. Citizen Foundation

Motion made by Commissioner Childress to approve the ordinance at first reading. It was seconded by Commissioner Anderson.

After discussions were completed, the motion was called to a vote:

All in favor: Commissioner Anderson, Commissioner Childress and Mayor Ross

All opposed: Commissioner Bernard and Vice Mayor Cooper

Motion carries: 3/2

6 Final Public Comments

< None >

7 Adjournment

Motion to adjourn made by Commissioner Anderson and seconded by Commissioner Childress.

The meeting was adjourned at 8:44PM

Commission approved on _____.

Attest:

Roxanna Ross, Mayor

Maria Camara, Village Clerk



Village of Biscayne Park

640 NE 114th Street
Biscayne Park, FL 33161

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Mayor and Commission

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Bryan Cooper
Vice Mayor

Robert "Bob" Anderson
Commissioner

Steve Bernard
Commissioner

Albert Childress
Commissioner

Ana Garcia
Village Manager

John J. Hearn
Village Attorney

Maria Camara
Village Clerk

October 29, 2010

To: Mayor Roxana Ross
Vice Mayor Bryan Cooper
Commission Bob Anderson
Commissioner Steve Bernard
Commissioner Al Childress

From: Ana Garcia, Village Manager

Re: Resolution 2010-25 Donation of \$2,500 to the North Miami Foundation for Senior Citizen Services, Inc.

Background Analysis:

The North Miami Foundation for Senior Citizens Services, Inc., is a non profit organization that provides a full range of services to assist the elderly which includes home delivered meals, respite care, reassurance phone calls and care-giver counseling. Several residents of the Village of Biscayne Park benefit from their services.

Fiscal/ Budgetary Impact:

In the 2009-10 adopted budget, an amount of \$2,500 was budgeted for a donation to this foundation.

Recommendation:

Manager recommends approval.

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3 **RESOLUTION NO. 2010-25**
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5 **A RESOLUTION OF THE VILLAGE COMMISSION OF THE**
6 **VILLAGE OF BISCAYNE PARK, FLORIDA, RATIFYING**
7 **THE DONATION OF \$2,500 FOR FISCAL YEAR 2009-2010 TO**
8 **THE NORTH MIAMI FOUNDATION FOR SENIOR**
9 **SERVICES, INC.; PROVIDING FOR AN EFFECTIVE DATE**
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12 WHEREAS, the North Miami Foundation for Senior Citizens Services, Inc. ("Foundation") is
13 a non-profit organization which provides a full range of services to assist the elderly; and

14 WHEREAS, every month, approximately 2,500 north Dade residents are assisted by the
15 programs and services created and coordinated by the Foundation; and

16 WHEREAS, the donation for fiscal year 2009-2010 is being made consistent with the
17 adopted fiscal year 2009-2010 budget; and

18 WHEREAS, the Village Commission of the Village of Biscayne Park believes it is in the best
19 interests of its citizens to ratify the budgeted donation of funds to the Foundation in the amount of
20 \$2,500 for fiscal year 2009-2010;

21
22 **NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE**
23 **VILLAGE OF BISCAYNE PARK, FLORIDA, THAT:**
24

25 **Section 1.** The foregoing "Whereas" clauses are hereby ratified and confirmed as being
26 true and correct and hereby made a specific part of this Resolution upon adoption hereof.

27 **Section 2.** The Village Commission of the Village of Biscayne Park hereby ratifies the
28 \$2,500 donation to the North Miami Foundation for Senior Citizens Services, Inc.

29 **Section 3.** This Resolution shall become effective upon adoption.
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BISCAYNE PARK POLICE DEPARTMENT MEMORANDUM

TO: Ana M. Garcia, Village Manager

FROM: Mitchell Glansberg, Chief of Police

DATE: November 1, 2010

CC: Maria Camara, Village Clerk

REFERENCE: November Agenda Item (Acceptance of Byrne Grant)

The Village of Biscayne Park Police Department wishes to apply for the non-matching fund Federal Drug Control and Records System Improvement Grant administered by Miami-Dade County Office Of Grants Coordination.

The Village seeks **\$3,212** in non-match funds to be utilized by the Village of Biscayne Park Police Department to purchase two laptop computers, software, hardware and Verizon Air Cards to be utilized as mobile data terminals in police units.

The mobile data terminals will permit the seamless transmission of data utilizing the FCIC/NCIC Systems. The mobile data terminals will also streamline the report writing function eliminating the need for officers to respond to the station to write reports and conduct investigations which require assessing the FCIC/NCIC network. All report writing can be accomplished in the field thus increasing both individual productivity and police visibility.

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**The foregoing resolution upon being
Put to a vote, the vote was as follows:**

Roxanna Ross, Mayor

Attest:

Village Clerk

Approved as to form:

John J. Hearn, Village Attorney

Mayor Ross ____
Vice Mayor Cooper ____
Commissioner Anderson ____
Commission Bernard ____
Commissioner Childress ____

MIAMI-DADE COUNTY

CONTRACT

This Contract, made this _____ day of _____ 2010, by and between Miami-Dade County, a political subdivision of the State of Florida (hereinafter referred to as "County") through its Office of Grants Coordination (hereinafter referred to as "Department"), located at 111 N.W. First Street, 19th Floor Miami, FL 33128, and the **VILLAGE of BISCAYNE PARK** a municipality located in Miami-Dade County, Florida (hereinafter referred to as "Provider"). This Contract provides the terms and conditions pursuant to which the Provider shall provide a **Records Improvement Project**.

WHEREAS, the County has been awarded federal funds from the Drug Control and System Improvement Formula Grant Program under Public Law 100-690, the Federal Anti-Drug Abuse Act of 1988, hereinafter referred to as the ACT; and

WHEREAS, the Provider warrants and represents that it possesses the legal authority to enter into this Contract by way of resolution, motion or similar action that has been duly adopted or passed as an official act of the Provider's governing body, authorizing the execution of the Contract, including all understandings and assurances contained herein, and authorizing the person identified as the official representative of the Provider to carry out on behalf of the Provider all of the duties and responsibilities set forth in this Contract; and

WHEREAS, this Contract shall be deemed effective upon award of grant funds by the State of Florida Department of Law Enforcement, Office of Criminal Justice Grants to Miami-Dade County or when this Contract has been duly executed by both parties, whichever is later; and

WHEREAS, the County is desirous of supporting an expansion of the services provided by the **Records Improvement Project** by providing a portion of the federal funds awarded to Miami-Dade County to the **Records Improvement Project**; and

WHEREAS, the County as contractor/grantee for the State of Florida is authorized to purchase said services for the **Records Improvement Project** as an allowable activity under the ACT; and

WHEREAS, the County requires the above-mentioned services from the Provider in order to fulfill its contractual obligations under the aforementioned grant,

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

I. **AMOUNT PAYABLE** Subject to available funds, the maximum amount payable for services rendered under this Contract, shall not exceed **\$3,212**. Both parties agree that should available County funding be reduced, the amount payable under this Contract may be proportionately reduced at the option of the County.

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

III. **EFFECTIVE TERM.** The effective term of this Contract shall be from **October 1, 2010 through September 30, 2011.**

IV. **CASH MATCH REQUIREMENT.** The Provider shall maintain sufficient financial resources to meet the expenses incurred during the period between the provision of services and payment by the County; however a **Cash Match is not required for this grant term.**

V. **REQUIREMENTS RELATED TO USE OF ANTI-DRUG ABUSE FUNDS UNDER THE DRUG CONTROL AND SYSTEM IMPROVEMENT PROGRAM**

A. **Requirements of the Anti-Drug Abuse Act.** The Provider agrees to abide by all of the requirements of the Anti-Drug Abuse Act of 1988 under the Drug Control and System Improvement Formula Grant Program, including Rule Chapter 11D-9 of the Florida Administrative Code. Furthermore, the Florida Department of Law Enforcement, Business Support Program, Office of Criminal Justice Grants, Edward Byrne Memorial Justice Assistance Grant Program Application for Funding Assistance and all laws, rules, regulations relating thereto are incorporated herein by reference as if fully set forth. Furthermore, this award is subject to all applicable rules, regulations, and conditions as contained in the Financial and Administrative Guide for Grants, Guideline Manual 7100 1D, Office of Justice Programs, Common Rule for State and Local Governments and A-87, or OMB Circulars A-110 or A-102, as applicable, and A-21, in their entirety. It is also subject to such further rules, regulations and policies as may be reasonably prescribed by the State or Federal Government consistent with the purposes and authorization of Public Law 90-351, as amended, and Public Law 100-690.

B. **Supplanting.** The Provider agrees that funds received under this Contract shall be utilized to supplement, not supplant state or local funds, and will be used to increase the amounts of such funds that would, in the absence of grant funds, be made available for anti-drug law enforcement activities, in accordance with Rule Chapter 11D-9, Florida Administrative Code.

VI. **CONTINUITY OF SERVICES.** Provider agrees to provide optimal continuity of services by assuring that services are provided by the same person whenever possible and, if not, by a qualified replacement when necessary.

VII. **PROGRAM CONTACT.** Provider shall designate a contract coordinator who shall be responsible for: 1) monitoring the Provider's compliance with the terms of this Contract and; 2) whenever the County so requests, meeting with County staff to review such compliance.

VIII. **INDEMNIFICATION BY THE PROVIDER.** The Provider shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Contract by the Provider or its employees, agents, servants, partners, principals or subcontractors. Provider shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Provider expressly

understands and agrees that any insurance protection required by this Contract or otherwise provided by Provider shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided. The provisions of this section or indemnification shall survive the expiration or termination of this Contract. Nothing herein shall be construed to extend any party's liability beyond that provided in section 768.28, Florida Statutes.

IX. INSURANCE. If Provider is an agency or a political subdivision of the State as defined by section 768.28, Florida Statutes, the Provider shall furnish the County, upon request, written verification of liability protection in accordance with section 768.28, Florida Statutes.

X. LICENSURE AND CERTIFICATION. The Provider shall ensure that all other licensed professionals providing **Records Improvement** services shall have appropriate licenses, training and experience in the field in which he/she practices and abide by all applicable State and Federal laws and regulations and ethical standards consistent with those established for his/her profession. Ignorance on the part of the Provider shall in no way relieve it from any of its responsibilities in this regard.

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

Nepotism. Notwithstanding the aforementioned provision, no relative of any officer, board of director, manager, or supervisor employed by the Provider shall be employed by the Provider unless the employment preceded the execution of this Contract by one (1) year. No family member of any employee may be employed by the Provider if the family member is to be employed in a direct supervisory or administrative relationship either supervisory or subordinate to the employee. The assignment of family members in the same organizational unit shall be discouraged. A conflict of interest in employment arises whenever an individual would otherwise have the responsibility to make, or participate actively in making decisions or recommendations relating to the employment status of another individual if the two individuals (herein sometimes called "related individuals") have one of the following relationships:

1. By blood or adoption: Parent, child, sibling, first cousin, uncle, aunt, nephew, or niece;
2. By marriage: Current or former spouse, brother- or sister-in-law, father- or mother-in-law, son- or daughter-in-law, step-parent, or step-child; or
3. Other relationship: A current or former relationship, occurring outside the work setting that would make it difficult for the individual with the responsibility to make a decision or recommendation to be objective, or that would create the appearance that such individual could not be objective. Examples include, but are not limited to, personal relationships and significant business relationships.

For purposes of this section, decisions or recommendations related to employment status include decisions related to hiring, salary, working conditions, working responsibilities, evaluation, promotion, and termination.

An individual, however, is not deemed to make or actively participate in making decisions or recommendations if that individual's participation is limited to routine approvals and the individual plays no role involving the exercise of any discretion in the decision-making processes. If any question arises whether an individual's participation is greater than is

permitted by this paragraph, the matter shall be immediately referred to the Miami-Dade County Commission on Ethics and Public Trust.

This section applies to both full-time and part-time employees and voting members of the Provider's Board of Directors.

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

XII. CIVIL RIGHTS. The Provider agrees to abide by Chapter 11A of the Code of Miami-Dade County ("County Code"), as amended, which prohibits discrimination in employment, housing and public accommodations; Title VII of the Civil Rights Act of 1968, as amended, which prohibits discrimination in employment and public accommodation; the Age Discrimination Act of 1975, 42 U.S.C., §2000d as amended, which prohibits discrimination in employment because of age; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §794, as amended, which prohibits discrimination on the basis of disability; and the Americans with Disabilities Act, 42 U.S.C. §12103 et seq., which prohibits discrimination in employment and accommodation because of disability.

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

The Provider agrees that it is in compliance with the Domestic Violence Leave Ordinance, codified as § 11A-60 et seq. of the Miami-Dade County Code, which requires an employer, who in the regular course of business has fifty (50) or more employees working in Miami-Dade County for each working day during each of twenty (20) or more calendar work weeks to provide domestic violence leave to its employees. Failure to comply with this local law may be grounds for voiding or terminating this Contract or for commencement of debarment proceedings against Provider.

XIII. NOTICES. Notice under this Contract shall be sufficient if made in writing and delivered personally or sent by mail or by facsimile to the parties at the following addresses or to such other address as either party may specify:

If to the COUNTY:

Miami-Dade County
Office of Grants Coordination
111 NW First St., 19th Floor
Miami, Florida 33128
Attention: Ms. Michaela Doherty

If to the PROVIDER:

Biscayne Park Police Department
640 Northeast 114th Street
Biscayne Park, Florida 33161
Attention: Chief Mitchell Glansberg

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

XV. BREACH OF CONTRACT: COUNTY REMEDIES.

A. Breach. A breach by the Provider shall have occurred under this Contract if: (1) The Provider fails to provide services outlined in the Scope of Services (Attachment A) within the effective term of this Contract; (2) the Provider ineffectively or improperly uses the funds allocated under this Contract; (3) the Provider fails to submit, or submits incorrect or incomplete proof of expenditures to support reimbursement requests or fails to submit or submits incomplete or incorrect detailed reports of expenditures or final expenditure reports; (4) the Provider does not submit or submits incomplete or incorrect required reports; (5) the Provider refuses to allow the County access to records or refuses to allow the County to monitor, evaluate and review the Provider's program; (6) the Provider discriminates under any of the laws outlined in Section XII of this Contract; (7) the Provider fails to provide Domestic Violence Leave to its employees pursuant to local law; (8) the Provider falsifies or violates the provisions of the Drug Free Workplace Affidavit (Attachment E); (9) the Provider attempts to meet its obligations under this Contract through fraud, misrepresentation or material misstatement; (10) the Provider fails to correct deficiencies found during a monitoring, evaluation or review within the specified time; (11) the Provider fails to meet any of the terms and conditions of the Miami-Dade County Affidavits (Attachment E); (12) the Provider fails to meet any of the terms and conditions of any obligation under any contract or otherwise or any repayment schedule to any of its agencies or instrumentalities; or (13) the Provider fails to fulfill in a timely and proper manner any and all of its obligations, covenants, agreements and stipulations in this Contract. Waiver of breach of any provisions of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract.

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

1. The County may terminate this Contract by giving written notice to the Provider of such termination and specifying the effective date thereof at least five (5) days

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

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

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

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

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

6. Any other remedy available at law or equity.

C. The County Mayor or Mayor's designee is authorized to terminate this Contract on behalf of the County.

D. Damages Sustained. Notwithstanding the above, the Provider shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract, and the County may withhold any payments to the Provider until such time as the exact amount of damages due the County is determined. The Provider shall be responsible for all direct and indirect costs associated with such action, including attorney's fees.

XVI. TERMINATION BY EITHER PARTY. Both parties agree that this Contract may be terminated by either party hereto by written notice to the other party of such intent to terminate at least thirty (30) days prior to the effective date of such termination. The County Mayor or Mayor's designee is authorized to terminate this Contract on behalf of the County.

XVII. PROJECT BUDGET AND PAYMENT PROCEDURES. The Provider agrees that all expenditures or costs shall be made in accordance with the Budget which is attached herein and incorporated hereto as Attachment B.

A. Budget Variance. Funds may be shifted between approved line items, not to exceed ten percent (10%) of the total budget, without a written amendment. Variances greater than ten percent (10%) in any approved line item shall require a written amendment approved by the Department.

B. Recapture Funds. At the conclusion of the third quarter and upon submission of the Quarterly Performance Report and Invoice, the County will review the Provider's Year-To-Date expenditures.

1. Municipalities reporting remaining balances which exceed expenditure levels for normal program operations must submit a plan with the Third Quarter Report which documents those steps the municipality will take in the Fourth Quarter to fully expend the contract by the end of the program year.

2. This expenditure plan must be approved by the County.

3. Where the municipality does not anticipate full expenditures by the end of the program year, the County will recapture the anticipated unexpended amount for use in another program, without a formal amendment process.

C. Payment Procedures. The County agrees to pay the Provider for services rendered under this Contract based on the line item budget incorporated herein and attached hereto as Attachment B. The parties agree that this is a cost-basis Contract and the Provider shall be paid through reimbursement payment for allowable expenses on the budget approved under this Contract (see Attachment B). The Provider agrees to invoice the County for each **Records Improvement Project** using the Quarterly Expenditure Report as it appears in Attachment D, and to do so on a quarterly basis, as stated in Section XIX. B.2. The Quarterly Expenditure Report shall be prepared in a manner in accordance with the form provided in Attachment D. The final Quarterly Expenditure Report shall be submitted by October 15, 2011.

D. The Provider agrees to mail all Quarterly Expenditure Reports to the address listed above, Section XIII.

E. The County agrees to review Quarterly Expenditure Reports and to inform the Provider of any questions. Payments shall be mailed to the Provider by the County's Finance Department.

F. No payment of subcontractors. In no event shall County funds be advanced directly to any subcontractor hereunder.

XVIII. INVENTORY - CAPITAL EQUIPMENT AND REAL PROPERTY.

A. Acquisition of Property. The Provider is required to be prudent in the acquisition and management of property with federal funds. Expenditure of funds for the acquisition of new property, when suitable property required for the successful execution of projects is

already available within the Provider organization, will be considered an unnecessary expenditure.

B. Screening. Careful screening should take place before acquiring property in order to ensure that it is needed with particular consideration given to whether equipment already in the possession of the Provider organization can meet identified needs. While there is no prescribed standard for such review, the Provider procedures may establish levels of review dependent on factors such as the cost of the proposed equipment and the size of the Provider organization. The establishment of a screening committee may facilitate the process; however, the Provider may utilize other management techniques which it finds effective as a basis for determining that the property is needed and that it is not already within the Provider's organization. The County must ensure that the screening referenced above takes place and that the Provider has an effective system for property management. The Provider is hereby informed that if the County is made aware that the Provider does not employ an adequate property management system, project costs associated with the acquisition of the property may be disallowed.

C. Loss, Damage or Theft of Equipment. The Provider is responsible for replacing or repairing the property which is willfully or negligently lost, stolen, damaged or destroyed. Any loss, damage, or theft of the property must be investigated and fully documented and made part of the official project records.

D. Equipment Acquired with Crime Control Act Block/Formula Funds. Equipment acquired shall be used and managed to ensure that the equipment is used for criminal justice purposes.

E. Management. The Provider's procedures for managing equipment (including replacement), whether acquired in whole or in part with project funds, will, at a minimum, meet the following requirements: 1) Property records must be maintained which include description of property, serial number or other identification number, source of the property, identification of who holds the title, acquisition date, costs of the property, percentage of County participation in the cost of the property (Federal funds), location of property, use and condition of the property, disposition data including the date of disposal and sale price; 2) a physical inventory of the property must be taken and the results reconciled with the property records at least once every two (2) years; 3) a control system must exist to ensure adequate safeguards to prevent loss, damage or theft of the property. Any loss, damage, or theft shall be investigated by the Provider as appropriate; 4) adequate maintenance procedures must exist to keep the property in good condition; and 5) if the Provider is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

F. Retention of Property Records. Records for equipment, nonexpendable personal property, and real property shall be retained for a period of three (3) years from the date of the disposition or replacement or transfer at the discretion of the County. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

XIX. RECORDS, REPORTS, MONITORING AUDITS, AND EVALUATION STUDIES.

The Provider shall keep records of program services in sufficient detail to provide any reports that may be requested by the County.

A. Records. All program records will be retained by the Provider for not less than three (3) years beyond the term of this Contract. In accordance with contract requirements from the State of Florida, records for the **Records Improvement Project** services must reflect:

1. The names of staff providing services as described in Attachment A.
2. The dates and number of hours the staff provided services.
3. The dates of services and activities and the names of program participants in attendance to such as described in Attachment A.
4. The records of all other program services provided under this Contract.

B. Reporting Requirements.

1. Quarterly Project Performance Report. The Provider shall submit the Quarterly Project Performance Report to the Office of Grants Coordination by January 5, April 5, July 5, and October 5, 2011 covering the Contract activity for the previous quarter. The Quarterly Project Performance Report shall be submitted in the format and using the form attached hereto as Attachment C.

2. Quarterly Expenditure Report. The provider shall submit the Quarterly Expenditure Report with supporting documentation to the Office of Grants Coordination by January 15, April 15, July 15, and October 15, 2011 covering the expenditures to be reimbursed for the previous quarter. The Quarterly Expenditure Report shall be submitted in the format and using the form attached hereto as Attachment D.

3. Other Required Reports. The Provider shall submit other reports as may be required by the Office of Grants Coordination during the program year.

C. Changes to Reporting Requirements. The Provider understands that the County may at any time require changes in data collected, records or reporting, as may be necessary and agrees to comply with any such modifications.

D. Monitoring and Audit. The Provider shall make available for review, inspection, monitoring or audit by the County without notice during normal business hours all financial records and other program records and documents which relate to or have been produced or created as a result of this Contract. The Provider shall provide assistance as may be necessary to facilitate a financial/program audit when deemed necessary by the County to ensure compliance with applicable accounting and financial standards. The County reserves the right to require the Provider to submit to an audit of the County's choosing. Furthermore, the Provider understands, it may be subject to an audit, random or otherwise, by the Office of the Dade County Inspector General or independent private sector inspector general retained by the Office of the Inspector General.

E. Office of Miami-Dade County Inspector General. Miami-Dade County has established the Office of the Inspector General, which is empowered to perform random audits on all County contracts throughout the duration of each contract. Grant recipients are exempt from paying the cost of the audit, which is normally 1/4 of 1% of the total contract amount.

The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust Programs, contracts, transactions, accounts, records, and programs. In addition, the Inspector General has the power to subpoena witness, 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 compliance with plans, specifications and applicable law.

The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General is empowered to retain the services of independent private sector inspectors general to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process including but not limited to project design, bid specifications, proposal submittals, activities of the Provider, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption

Upon ten (10) days prior written notice to the Provider from the Inspector General or IPSIG retained by the Inspector General, the Provider 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 Provider's possession, custody or control which, in the Inspector General 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 Contracts from and with 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.

The provisions in this section shall apply to the Provider, its officers, agents, employees, subcontractors and suppliers. The Provider shall incorporate the provisions in this section in all subcontracts and all other Contracts executed by the Provider in connection with the performance of the contract.

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

F. Independent Private Sector Inspector General Reviews. Pursuant to Miami-Dade County Administrative Order 3-20, the Provider is aware that the County has the right to retain the services of an Independent Private Sector Inspector General ("IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Provider shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Contract for inspection and copying. The County shall be responsible for the payment of these IPSIG services, and under no circumstances shall the Provider's budget and any changes thereto approved by the County, be inclusive of any changes relating to these IPSIG services.

The terms of this provision herein, apply to the Provider, its officers, agents, employees, subconsultants and assignees. Nothing contained in this provision shall impair any

independent right of the County to conduct an audit or investigate the operations, activities and performance of the Provider in connection with this Contract. The terms of this Section shall not impose any liability on the County by the Provider or any third party.

G. Evaluation Studies. The Provider agrees to participate in evaluation studies sponsored by the administrative agent for these funds from the Florida Department of Law Enforcement, Business Support Program, and Office of Criminal Justice Grants. This participation shall at a minimum include access to the Provider's premises and records.

XX. PROHIBITED USE OF FUNDS.

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

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

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

D. Double Payments. Provider costs claimed under this Contract may not also be claimed under another contract or grant from the County or any other agency. Any claim for double payment by Provider shall be considered a material breach of this Contract.

XXI. MISCELLANEOUS.

A. Contract. This Contract is the complete and exclusive statement of all the arrangements between the County and the Provider regarding provision of the services described in Attachments A and B. Nothing herein shall alter, affect, modify, change or extend any other agreement between the Provider and the County unless specifically stated herein.

B. Amendments and Modifications. Except as otherwise enumerated herein, no amendment to this Contract shall be binding on either party unless reduced to writing, signed by both parties, and approved by the County Mayor or Mayor's designee. Provided, however, that the County may effect amendments to this Contract without the written consent of the Provider, to conform this Contract to changes in the laws, directives, guidelines, and objectives of County, State and Federal Governments.

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

The County and Provider mutually agree that amendments of the Scope of Service, line item budget of more than ten percent (10%) of the total budget set forth herein and other such revisions may be negotiated as written amendment to this Contract between the parties. The County Mayor or Mayor's designee is authorized to make amendments to this Contract as described herein on behalf of the County.

C. Ownership of Data and Other Material. All reports, information documents, tapes and recordings, maps and other data and procedures developed, prepared, assembled or completed by the Provider in connection with the duties and responsibilities undertaken by the Provider in accordance with the terms of this Contract shall become the property of the County without restriction, reservation or limitation of their use and shall be made available to the County by the Provider at any time upon request by the County. Upon completion of all work contemplated under this Contract, copies of all of the above data shall be delivered to the County upon request.

D. Contract Guidelines. This Contract is made in the State of Florida and shall be governed according to the laws of the State of Florida. Proper venue for this Contract shall be Miami-Dade County, Florida.

E. Publicity. It is understood and agreed between the parties hereto that this Provider is funded by Miami-Dade County. Further, by acceptance of these funds, the Provider agrees that events and printed documents funded by this Contract shall recognize the funding source as follows:

This program was supported by a grant awarded to Miami-Dade County, the Florida Department of Law Enforcement (FDLE) and the U.S. Department of Justice, Bureau of Justice Assistance (BJA).

F. Subcontracts. The Provider agrees not to enter into subcontracts, retain consultants, or assign, transfer, convey, sublet, or otherwise dispose of this Contract, or any or all of its rights, title or interest herein, or its power to execute such Contract without the prior written approval of the County and that all subcontractors or assignees shall be governed by the terms and conditions of this Contract. If this Contract involves the expenditure of \$100,000 or more by the County and the Provider intends to use subcontractors to provide the services listed in the Scope of Services (Attachment A) or suppliers to supply the materials, the Provider shall provide the names of the subcontractors and suppliers on the form attached as Attachment F. The Provider agrees that it will not change or substitute subcontractors or suppliers from those listed in Attachment F without prior written approval of the County.

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

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

I. Total of Contract/Severability of Provisions. This fourteen (14) page Contract with its recitals on the first page of the Contract and with its attachments as referenced below contain all the terms and conditions agreed upon by the parties:

Attachment A:	Scope of Services
Attachment B:	Budget
Attachment C:	Quarterly Project Performance Report
Attachment D:	Quarterly Expenditure Report
Attachment E:	Miami-Dade County Affidavits
Attachment E1:	Code of Business Ethics
Attachment E2:	Miami-Dade County Debarment Disclosure Affidavit
Attachment E3:	State Public Entities Crime Affidavit
Attachment F:	Provider's Disclosure of Subcontractors and Suppliers

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

INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have caused this Contract, along with all of its Attachments, to be executed by their respective and duly authorized officers, the day and year first above written.

Signature

VILLAGE MANAGER
Title

ANA M. GARCIA
Name (typed)

ATTEST:

By: _____

By: _____
(Corporate Seal)

ATTEST:

MIAMI-DADE COUNTY, FLORIDA

HARVEY RUVIN, CLERK

By: _____
DEPUTY CLERK

By: _____
GEORGE M. BURGESS
COUNTY MANAGER

SUMMARY OF ATTACHMENTS

ATTACHMENT A	Scope of Services
ATTACHMENT B	Program Budget
ATTACHMENT C	Quarterly Project Performance Report
ATTACHMENT D	Quarterly Expenditure Report
ATTACHMENT E	Miami-Dade County Affidavits
ATTACHMENT E1	Code of Business Ethics
ATTACHMENT E2	Miami-Dade County Debarment Disclosure Affidavit
ATTACHMENT E3	State Public Entities Crime Affidavit
ATTACHMENT F	Provider's Disclosure of Subcontractors and Suppliers

ATTACHMENT A

ATTACHMENT A

PROGRAM NARRATIVE

Jurisdiction Name: Village of Biscayne Park

Contact Person: Chief Mitchell Glansberg

Address: 640 Northeast 114th Street
Biscayne Park, Florida 33161

Contact Numbers: O (305) 899-8000 x228
F (305) 891-7241

Program Area: Records Improvement

Program Dates: 10/01/10 through 09/30/11

Program Name: Investigations Section Records
Improvement

Target Population: Village Residents

Problem Identification

Many of The Village of Biscayne Park Police Department patrol unit's do not have mobile data terminal laptop computers. There is no connectivity between the patrol units and the departments FCIC/NCIC terminal to complete drivers license and criminal records searches in the field. Therefore, requiring the police patrol units to drive to the police station to write police reports and conduct criminal history and drivers license inquiries each time on a station computer. This is an inefficient and time consuming practice by which to accomplish an important and routine task. The current practice exists because patrol units do not have mobile data terminals and this takes the police officer off the road thereby reducing police visibility.

The adverse impact of lack of officer visibility by having to come to the police station to write reports has been historically associated with an increase in certain crime. Use of a mobile data terminal will facilitate a seamless transfer of information, data, and reports from the field to our records section with minimal disruption of police services

Program Description

The Biscayne Park Police Department wishes to utilize the Byrne Grant to purchase two laptop computers, two air cards and two laptop stands for officers in the patrol division at a cost of \$3,212.00. This will enable officers to remain in their patrol vehicles while writing and transmitting reports, as opposed to returning to the station for this task. It will provide efficient reporting by staff and facilitates the mainstreaming of shared data department-wide. This process will in turn result in quicker response time in both identifying criminal suspects; locating criminal suspects and effecting arrests in the field utilizing the NCIC/FCIC data systems.

Jurisdiction Name: Village of Biscayne Park

Contact Person: Chief Mitchell Glansberg

Address: 640 Northeast 114th Street
Biscayne Park, Florida 33161

Contact Numbers: O (305) 899-8000 x228
F (305) 891-7241

Program Area: Records Improvement

Program Dates: 10/01/10 through 09/30/11

Program Name: Investigations Section Records Improvement

Target Population: Village Residents

Required Activities	Planned Measures	Monitoring Plan
To automate criminal justice records system during the grant year	The provider shall be responsible for: Purchase equipment and software to enable an information exchange between the police department and NCIC/ FCIC data systems.	The provider shall submit the following documentation to the County in a complete and timely manner: Quarterly Performance Reports Quarterly Expenditure Reports Copies of invoices and cancelled checks for materials purchased. Computerized reports from new reporting system

ATTACHMENT B

PROGRAM BUDGET

Jurisdiction Name: BISCAYNE PARK
Program Area: Records Improvement
Program Name: Records Improvement

ATTACHMENT B

Contact Person: Chief Mitch Glansberg
O (305) 899-8000 X 228 F (305) 891-7241
Program Dates: 10/01/10 - 09/30/11

CONTRACTUAL SERVICES TOTAL		\$3,212
Salaries and Benefits Total		\$0
	\$0	
Operating Capital Outlay Total		\$1,797
2 Laptop Computers and Software	\$1,797	
Expenses Total		\$1,415
2 Wireless service (aircard) for 1 year	\$1,017	
2 Laptop Stands	\$398	
Total Budget		<u>\$3,212</u>
Miami Dade County will reimburse an amount not to exceed:	<u>\$3,212</u>	

ATTACHMENT C

ATTACHMENT C

Edward Byrne Memorial Justice Assistance Grant Program
Drug Control and System Improvement Formula Grant Program

Quarterly Project Performance Report

CRIMINAL JUSTICE RECORDS IMPROVEMENTS
Fiscal Year 2010/2011

Biscayne Park BISCAYNE PARK POLICE DEPARTMENT
(City)

RECORDS IMPROVEMENT
(Project Name)

Mitchell GLAUSBERG, CHIEF 305-899-8000 x228
(Name of Person Completing Form) (Title) (Phone)

Report Number	Quarterly Period	Report Due Dates
1	October 1 - December 31	January 5
2	January 1 - March 31	April 5
3	April 1 - June 30	July 5
4	July 1 - September 30	October 5

Report Number	Quarterly Period	Report Due Dates

Note: Those questions that are directly related to your program have been highlighted for your convenience. All questions must be answered and explained in the NARRATIVE portion of this report. Any report not received by January 5; April 5; July 5; and/or October 5, will result in the issuance of a "Noncompliance Notice" and a delay or denial of Reimbursement Requests.

**FY2011 Quarterly Project Report
Criminal Justice Records Improvement
Biscayne Park**

Please answer the following questions based on activity that occurred in the previous quarter.

- 1 Amount of JAG funds expended on equipment and/or supplies
- 2 Number of equipment/supplies items purchased with JAG funds
- 3 Specify type of equipment/supplies purchased with JAG funds

PROGRAM NARRATIVE

In accordance with FDLE, all projects must include a detailed description of program activities for each quarter. Jurisdictions failing to complete this portion of the report will be "Out of Compliance" in addition to a denial of reimbursement requests.

ATTACHMENT D

Edward Byrne Memorial Justice Assistance Grant Program

**SUMMARY STATEMENT OF QUARTERLY PROJECT COSTS
(To Be Copied on Jurisdiction Letterhead)**

City: _____	Date of Claim: _____
Project Name: _____	Claim Number: _____
Telephone: _____	Claim Period: _____
Name of Person Completing Form: _____	



1. Total Federal Budget \$ _____ 2. Amount This Invoice \$ _____
3. Amount of Previous Invoices \$ _____ 4. Remaining Budget Balance \$ _____
(Subtract lines 2 & 3 from line 1)

Sub Object Code	Budget Categories	Line Item Disallowed	Exceeds Budget	Federal Funds	Category Totals
_____	Salaries & Benefits	_____	_____	_____	_____
_____	Contractual Services	_____	_____	_____	_____
_____	Operating/ Capital Equipment	_____	_____	_____	_____
_____	Expenses	_____	_____	_____	_____
_____	Total Claim	_____	_____	_____	_____

We request payment in accordance with our contract agreement in the amount of 100% of the Total Costs for this Claim \$ _____

Attached, please find the records which substantiate the above expenditures. I certify that all of the costs have been paid and none of the items have been previously reimbursed. All of the expenditures comply with the authorized budget and fall within the contractual scope of services and all of the goods and services have been received, for which reimbursement is requested.

Respectfully submitted,

Chief of Police/Other City Official

Payment Approved, Miami Dade County

ATTACHMENT E

JAG/BYRNE GRANT ADMINISTRATION

MIAMI-DADE COUNTY AFFIDAVITS

The contracting individual or entity (governmental or otherwise) shall indicate by an "X" all affidavits that pertain to this contract and shall indicate by an "N/A" all affidavits that do not pertain to this contract. All blank spaces must be filled.

The MIAMI-DADE COUNTY OWNERSHIP DISCLOSURE AFFIDAVIT; MIAMI-DADE COUNTY EMPLOYMENT DISCLOSURE AFFIDAVIT; MIAMI-DADE CRIMINAL RECORD AFFIDAVIT; DISABILITY NONDISCRIMINATION AFFIDAVIT; and the PROJECT FRESH START AFFIDAVIT shall not pertain to contracts with the United States or any of its departments or agencies thereof, the State or any political subdivision or agency thereof or any municipality of this State. The MIAMI-DADE FAMILY LEAVE AFFIDAVIT shall not pertain to contracts with the United States or any of its departments or agencies or the State of Florida or any political subdivision or agency thereof; it shall, however, pertain to municipalities of the State of Florida. All other contracting entities or individuals shall read carefully each affidavit to determine whether or not it pertains to this contract.

X _____, being first duly sworn state:
Affiant

The full legal name and business address of the person(s) or entity contracting or transacting business with Miami-Dade County are (Post Office addresses are not acceptable):

59-6000277

Federal Employer Identification Number (If none, Social Security)

VILLAGE OF BISCAYNE PARK, FLORIDA

Name of Entity, Individual(s), Partners, or Corporation

S/A

Doing Business As (if same as above, leave blank)

640NE 114 STREET, BISCAYNE PARK, FL 33161

Street Address

City

State

Zip Code

N/A MIAMI-DADE COUNTY OWNERSHIP DISCLOSURE AFFIDAVIT (Sec. 2-8.1 of the County Code)

- 1. If the contract or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a partnership, the foregoing information shall be provided for each partner. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. The foregoing requirements shall not pertain to contracts with publicly traded corporations or to contracts with the United States or any department or agency thereof, the State or any political subdivision or agency thereof or any municipality of this State. All such names and addresses are (Post Office addresses are not acceptable):

Full Legal Name

Address

Ownership

Full Legal Name	Address	Ownership
_____	_____	_____%
_____	_____	_____%
_____	_____	_____%

- N/A 2. The full legal names and business address of any other individual (other than subcontractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable

beneficial or otherwise) in the contract or business transaction with Dade County are (Post Office addresses are not acceptable):

3. Any person who willfully fails to disclose the information required herein, or who knowingly discloses false information in this regard, shall be punished by a fine of up to five hundred dollars (\$500.00) or imprisonment in the County jail for up to sixty (60) days or both.

MIAMI-DADE COUNTY EMPLOYMENT DISCLOSURE AFFIDAVIT (County Ordinance No. 90-133, Amending sec. 2.8-1; Subsection (d)(2) of the County Code).

Except where precluded by federal or State laws or regulations, each contract or business transaction or renewal thereof which involves the expenditure of ten thousand dollars (\$10,000) or more shall require the entity contracting or transacting business to disclose the following information. The foregoing disclosure requirements do not apply to contracts with the United States or any department or agency thereof, the State or any political subdivision or agency thereof or any municipality of this State.

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

White:	___ Males	___ Females	Asian:	___ Males	___ Females
Black:	___ Males	___ Females	American Indian:	___ Males	___ Females
Hispanics:	___ Males	___ Females	Aleut (Eskimo):	___ Males	___ Females
_____:	___ Males	___ Females:	_____:	___ Males	___ Females

AFFIRMATIVE ACTION/NONDISCRIMINATION OF EMPLOYMENT, PROMOTION AND PROCUREMENT PRACTICES (County Ordinance 98-30 codified at 2-8.1.5 of the County Code.)

In accordance with County Ordinance No. 98-30, entities with annual gross revenues in excess of \$5,000,000 seeking to contract with the County shall, as a condition of receiving a County contract, have: i) a written affirmative action plan which sets forth the procedures the entity utilizes to assure that it does not discriminate in its employment and promotion practices; and ii) a written procurement policy which sets forth the procedures the entity utilizes to assure that it does not discriminate against minority and women-owned businesses in its own procurement of goods, supplies and services. Such affirmative action plans and procurement policies shall provide for periodic review to determine their effectiveness in assuring the entity does not discriminate in its employment, promotion and procurement practices. The foregoing notwithstanding, corporate entities whose boards of directors are representative of the population make-up of the nation shall be presumed to have non-discriminatory employment and procurement policies, and shall not be required to have written affirmative action plans and procurement policies in order to receive a County contract. The foregoing presumption may be rebutted.

The requirements of County Ordinance No. 98-30 may be waived upon the written recommendation of the County Manager that it is in the best interest of the County to do so and upon approval of the Board of County Commissioners by majority vote of the members present.

X
_____ The firm does not have annual gross revenues in excess of \$5,000,000.
_____ The firm does have annual revenues in excess of \$5,000,000; however, its Board of Directors is representative of the population make-up of the nation and has submitted a written, detailed listing of its Board of Directors, including the race or ethnicity of each board member, to the County's Department of Business Development, 175 N.W. 1st Avenue, 28th Floor, Miami, Florida 33128.

_____ The firm has annual gross revenues in excess of \$5,000,000 and the firm does have a written affirmative action plan and procurement policy as described above, which includes periodic reviews to determine effectiveness, and has submitted the plan and policy to the County's Department of Business Development 175 N.W. 1st Avenue, 28th Floor, Miami, Florida 33128;

_____ The firm does not have an affirmative action plan and/or a procurement policy as described above, but has been granted a waiver.

IV. MIAMI-DADE COUNTY CRIMINAL RECORD AFFIDAVIT (Section 2-8.6 of the County Code)

The individual or entity entering into a contract or receiving funding from the County _____ has _____ has not as of the date of this affidavit been convicted of a felony during the past ten (10) years.

An officer, director, or executive of the entity entering into a contract or receiving funding from the County _____ has _____ has not as of the date of this affidavit been convicted of a felony during the past ten (10) years.

V. MIAMI-DADE EMPLOYMENT DRUG-FREE WORKPLACE AFFIDAVIT (County Ordinance No. 92-15 codified as Section 2-8.1.2 of the County Code)

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

1. danger of drug abuse in the workplace
2. the firm's policy of maintaining a drug-free environment at all workplaces
3. availability of drug counseling, rehabilitation and employee assistance programs
4. penalties that may be imposed upon employees for drug abuse violations

The person or entity shall also require an employee to sign a statement, as a condition of employment that the employee will abide by the terms and notify the employer of any criminal drug conviction occurring no later than five (5) days after receiving notice of such conviction and impose appropriate personnel action against the employee up to and including termination.

Compliance with Ordinance No. 92-15 may be waived if the special characteristics of the product or service offered by the person or entity make it necessary for the operation of the County or for the health, safety, welfare, economic benefits and well-being of the public. Contracts involving funding which is provided in whole or in part by the United States or the State of Florida shall be exempted from the provisions of this ordinance in those instances where those provisions are in conflict with the requirements of those governmental entities.

X VI.

MIAMI-DADE EMPLOYMENT FAMILY LEAVE AFFIDAVIT (County Ordinance No. 142-91 codified as Section 11A-29 et. seq of the County Code)

That in compliance with Ordinance No. 142-91 of the Code of Miami-Dade County, Florida, an employer with fifty (50) or more employees working in Dade County for each working day during each of twenty (20) or more calendar work weeks, shall provide the following information in compliance with all items in the aforementioned ordinance:

An employee who has worked for the above firm at least one (1) year shall be entitled to ninety (90) days of family leave during any twenty-four (24) month period, for medical reasons, for the birth or adoption of a child, or for the care of a child, spouse or other close relative who has a serious health condition without risk of termination of employment or employer retaliation.

The foregoing requirements shall not pertain to contracts with the United States or any department or agency thereof, or the State of Florida or any political subdivision or agency thereof. It shall, however, pertain to municipalities of this State.

X VII.

DISABILITY NON-DISCRIMINATION AFFIDAVIT (County Resolution R-385-95)

That the above named firm, corporation or organization is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction in the following laws: The Americans with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 U.S.C. 12101-12213 and 47 U.S.C. Sections 225 and 611 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private Entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions; The Rehabilitation Act of 1973, 29 U.S.C. Section 794; The Federal Transit Act, as amended 49 U.S.C. Section 1612; The Fair Housing Act as amended, 42 U.S.C. Section 3601-3631. The foregoing requirements shall not pertain to contracts with the United States or any department or agency thereof, the State or any political subdivision or agency thereof or any municipality of this State.

W/A VIII.

MIAMI-DADE COUNTY REGARDING DELINQUENT AND CURRENTLY DUE FEES OR TAXES (Sec. 2-8.1(c) of the County Code)

Except for small purchase orders and sole source contracts, that above named firm, corporation, organization or individual desiring to transact business or enter into a contract with the County verifies that all delinquent and currently due fees or taxes -- including but not limited to real and property taxes, utility taxes and occupational licenses -- which are collected in the normal course by the Dade County Tax Collector as well as Dade County issued parking tickets for vehicles registered in the name of the firm, corporation, organization or individual have been paid.

X IX.

CURRENT ON ALL COUNTY CONTRACTS, LOANS AND OTHER OBLIGATIONS

The individual entity seeking to transact business with the County is current in all its obligations to the County and is not otherwise in default of any contract, promissory note or other loan document with the County or any of its agencies or instrumentalities.

N/A

PROJECT FRESH START (Resolutions R-702-98 and 358-99)

Any firm that has a contract with the County that results in actual payment of \$500,000 or more shall contribute to Project Fresh Start, the County's Welfare to Work Initiative. However, if five percent (5%) of the firm's work force consists of individuals who reside in Miami-Dade County and who have lost or will lose cash assistance benefits (formerly Aid to Families with Dependent Children) as a result of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, the firm may request waiver from the requirements of R-702-98 and R-358-99 by submitting a waiver request affidavit. The foregoing requirement does not pertain to government entities, not for profit organizations or recipients of grant awards.

N/A

DOMESTIC VIOLENCE LEAVE (Resolution 185-00; 99-5 Codified At 11A-60 Et. Seq. of the Miami-Dade County Code).

The firm desiring to do business with the County is in compliance with Domestic Leave Ordinance, Ordinance 99-5, codified at 11A-60 et. seq. of the Miami Dade County Code, which requires an employer which has in the regular course of business fifty (50) or more employees working in Miami-Dade County for each working day during each of twenty (20) or more calendar work weeks in the current or proceeding calendar years, to provide Domestic Violence Leave to its employees.

I have carefully read this entire five (5) page document entitled, "Miami-Dade County Affidavits" and have indicated by an "X" all affidavits that pertain to this contract and have indicated by an "N/A" all affidavits that do not pertain to this contract.

By: X _____ (Signature of Affiant) _____ (Date)

SUBSCRIBED AND SWORN TO (or affirmed) before me this _____ day of _____

200__ by _____ He/She is personally known to me or has presented _____ as identification. (Type of Identification)

(Signature of Notary) _____ (Serial Number)

(Print or Stamp of Notary) _____ (Expiration Date)

Notary Public - Stamp State of _____ (State)

Notary Seal

ATTACHMENT E1

Form A-12
Code of Business Ethics

In accordance with Resolution R-994-99 each person or entity that seeks to do business with Miami-Dade County shall adopt the Miami-Dade County/Greater Miami Chamber of Commerce Code of Business Ethics as follows:

The Miami-Dade County/Greater Miami Chamber of Commerce seeks to create and sustain an ethical business climate for its members and the community by adopting a Code of Business Ethics. Miami-Dade County/Greater Miami Chamber of Commerce encourages its members to incorporate the principles and practices outlined here in their individual codes of ethics, which will guide their relationships with customers, clients and suppliers. This Model Code can and should be prominently displayed at all business locations and may be incorporated into marketing materials. Miami-Dade County/Greater Miami Chamber of Commerce believes that its members should use this Code as a model for the development of their organizations' business codes of ethics.

This Model Code is a statement of principles to help guide decisions and actions based on respect for the importance of ethical business standards in the community. Miami-Dade County/Greater Miami Chamber of Commerce believes the adoption of a meaningful code of ethics is the responsibility of every business and professional organization.

By affixing a signature in the Proposal signature page, Form A-12, the Proposer hereby agrees to comply with the principles of Miami-Dade County/Greater Miami Chamber of Commerce Code of Business Ethics. If the Proposer firm's code varies in any way the Proposer must identify the difference(s) on a separate document attached to Form A-12.

Compliance with Government Rules and Regulations

- We the undersigned Proposer will properly maintain all records and post all licenses and certificates in prominent places easily seen by our employees and customers;
- In dealing with government agencies and employees, we will conduct business in accordance with all applicable rules and regulations and in the open;
- We, the undersigned Proposer will report contract irregularities and other improper or unlawful business practices to the Ethics Commission, the Office of Inspector General or appropriate law enforcement authorities.

Recruitment, Selection and Compensation of Contractors, Consulting, Vendors, and Suppliers

- We, the undersigned Proposer will avoid conflicts of interest and disclose such conflicts when identified;
- Gifts that compromise the integrity of a business transaction are unacceptable; we will not kick back any portion of a contract payment to employees of the other contracting party or accept such kickback.

Business Accounting

- All our financial transactions will be properly and fairly recorded in appropriate books of account, and there will be no "off the books" transactions or secret accounts.

Promotion and Sales of Products and Services

- Our products will comply with all applicable safety and quality standards;
- We, the undersigned Proposer will promote and advertise our business and its products or services in a manner that is not misleading and does not falsely disparage our competitors;
- We, the undersigned Proposer will conduct business with government agencies and employees in a manner that avoids even the appearance of impropriety. Efforts to curry political favoritism are unacceptable;
- Our proposal will be competitive, appropriate to the request for proposals/qualifications documents and arrived at independently;
- Any changes to contracts awarded will have a substantive basis and not be pursued merely because we are the successful Proposer.
- We, the undersigned Proposer will, to the best of our ability, perform government contracts awarded at the price and under the terms provided for in the contract. We will not submit inflated invoices for goods provided or services performed under such contracts, and claims will be made only for work actually performed. We will abide by all contracting and subcontracting regulations.
- We, the undersigned Proposer will not, directly or indirectly, offer to give a bribe or otherwise channel kickbacks from contracts awarded, to government officials, their family members or business associates.
- We, the undersigned Proposer will not seek or expect preferential treatment on proposals based on our participation in political campaigns.

Public Life and Political Campaigns

- We, the undersigned Proposer encourage all employees to participate in community life, public service and the political process to the extent permitted by law;
- We, the undersigned Proposer encourage all employees to recruit, support and elect ethical and qualified public officials and engage them in dialogue and debate about business and community issues to the extent permitted by law;
- Our contributions to political parties, committees or individuals will be made only in accordance with applicable laws and will comply with all requirements for public disclosure. All contributions made on behalf of the business must be reported to senior company management;
- We, the undersigned Proposer will not contribute to the campaigns of persons who are convicted felons or those who do not sign the Fair Campaign Practices Ordinance.

- We, the undersigned Proposer will not knowingly disseminate false campaign information or support those who do.

Pass-through Requirements

- This Code prohibits pass-through payments whereby the prime firm requires that the MBE firm accepts payments as an MBE and passes through those payments to another entity;

Rental Space, Equipment and Staff Requirements or Flat Overhead Fee Requirements

- This Code prohibits rental space requirements, equipment requirements, staff requirements and/or flat overhead fee requirements, whereby the prime firm requires the MBE firm to rent space, equipment and/or staff from the prime firm or charges a flat overhead fee for the use of space, equipment, secretary, etc;

MBE Staff Utilization

- This Code prohibits the prime firm from requiring the MBE firm to provide more staff than is necessary and then utilizing the MBE staff for other work to be performed by the prime firm.

This Code also requires that on any contract where MBE participation is purported, the contract shall specify essential terms including, but not limited to, a specific statement regarding the percent of participation planned for MBEs, the timing of payments and when the work is to be performed.

By X _____ (Date)
(Signature of Affiant)

SUBSCRIBED AND SWORN TO (or affirmed) before me this _____ day of _____

200__ by ANA M. GARCIA He/She

is personally known to me or has presented _____ (Type of Identification)

as identification.

(Signature of Notary)

(Serial Number)

(Print or Stamp of Notary)

(Expiration Date)

ATTACHMENT E2

MIAMI-DADE COUNTY DEBARMENT DISCLOSURE AFFIDAVIT
(Ordinance 93-129, Section 1)

I, being duly first sworn, upon oath deposes and says that the bidder of this contract or his agents, officers, principals, stockholders, subcontractors or their affiliates are not debarred by Miami-Dade County.

By: X _____ (Signature of Affiant) _____ (Date)

SUBSCRIBED AND SWORN TO (or affirmed) before me this _____ day of _____
200__ by ANA M. GARCIA He/She
is personally known to me or has presented _____
(Type of Identification)

as identification.

(Signature of Notary)

(Serial Number)

(Print or Stamp of Notary)

(Expiration Date)

Notary Public – Stamp State of _____
(State)

Notary Seal

ATTACHMENT E3

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

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

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

by ANA M. GARCIA
(print individual's name and title)

for VILLAGE OF BISCAYNE PARK
(print Name of entity submitting sworn statement)

whose business address is 640 NE. 114 STREET, BISCAYNE PARK, FL 33161

and if applicable its Federal Employer Identification Number (FEIN) is 59-6000277
If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

2. I understand that a "public entity crime" as defined in paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transactions of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to public entity or agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misinterpretation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

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

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

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

X

(Signature)

Sworn to and subscribed before me this _____ day of _____, 20____.

Personally known _____

OR Produced Identification _____ Notary Public - State of _____

_____ My commission expires _____

(Type of Identification)

(Printed typed or stamped commissioned name of notary public)

ATTACHMENT F

JAG/BYRNE GRANT ADMINISTRATION

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

Name of Organization: _____ Address: _____

REQUIRED LISTING OF SUBCONTRACTORS ON COUNTY CONTRACT

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

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

NAME OF SUBCONTRACTOR OR SUB-CONSULTANT ADDRESS CITY AND STATE

No subcontractors will be used.

REQUIRED LIST OF SUPPLIERS ON COUNTY CONTRACT

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

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

NAME OF SUPPLIER ADDRESS CITY AND STATE

No suppliers will be used.

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

Signature of Authorized Representative: X

Title: VILLAGE MANAGER Date: _____

Firm Name: VILLAGE OF BISCAYNE PARK Fed. ID No. 59-6000277

Address: 640 NE 114 STREET City/State/Zip: BISCAYNE PARK, FL 33161

Telephone: (305) 891-8000 Fax: (305) 891-7241 E-mail: _____

VillageManager@biscayneparkfl.gov



BISCAYNE PARK POLICE DEPARTMENT MEMORANDUM

TO: Ana M. Garcia, Village Manager

FROM: Mitchell Glansberg, Chief of Police

DATE: November 1, 2010

CC: Maria Camara, Village Clerk

REFERENCE: November Agenda Item (Renewal of Mutual Aid Agreement with
The City Of Miami Police Department)

The Village of Biscayne Park Police Department has received a request to renew the established Mutual Aid Agreement between the Village of Biscayne Park Police Department and The City of Miami Police Department as the agreement will expire this year. The agreement is in standard form and has been found to be legally sufficient by Village counsel.

**COMBINED VOLUNTARY COOPERATION AND
OPERATIONAL ASSISTANCE
MUTUAL AID AGREEMENT
BETWEEN
THE CITY OF MIAMI, FLORIDA AND
THE VILLAGE OF BISCAYNE PARK, FLORIDA**

WHEREAS, it is the responsibility of the governments of the City of Miami, Florida, and The Village of Biscayne Park, Florida to ensure the public safety of their citizens by providing adequate levels of police services to address any foreseeable routine or emergency situation; and

WHEREAS, there is an existing and continuing possibility of the occurrence of law enforcement problems and other natural and man-made conditions which are, or are likely to be, beyond the control of the services, personnel, equipment, or facilities of the City of Miami Police Department or The Village of Biscayne Park Police Department; and

WHEREAS, it is in the best interest and advantage of the City of Miami and The Village of Biscayne Park to receive and extend mutual aid to each other in the form of law enforcement services and resources to adequately respond to:

- (1) Continuing, multi-jurisdiction law enforcement problems, so as to protect the public peace and safety, and preserve the lives and property of the people; and
- (2) Intensive situations including, but not limited to, emergencies as defined under Section 252.34, Florida Statutes; and
- (3) Joint provision of certain law enforcement services specified herein and allowed pursuant to Florida Statute 166.0495; and

WHEREAS, the City of Miami and The Village of Biscayne Park have the authority under Section 23.12, Florida Statutes, et seq., the Florida Mutual Aid Act, to enter into a combined mutual aid agreement for law enforcement services which:

- (1) Permits voluntary cooperation and assistance of a routine law enforcement nature across jurisdictional lines; and
- (2) Permits the provision of operational assistance to meet a request for assistance due to a civil disturbance or other emergency as defined in Section 252.34, Florida Statutes; and

NOW, THEREFORE, BE IT KNOWN, that the City of Miami, a political subdivision of the State of Florida, and The Village of Biscayne Park, a political subdivision of the State of Florida, in consideration for mutual promises to render valuable aid in times of necessity, do hereby agree to fully and faithfully abide by and be bound by the following terms and conditions.

SECTION I: PROVISIONS FOR VOLUNTARY COOPERATION

Each of the aforesaid law enforcement agencies hereby approve and enter into this agreement whereby each of the agencies may provide voluntary cooperation and assistance of a routine law enforcement nature across jurisdictional lines. The nature of the law enforcement assistance to be rendered shall include but not be limited to:

- a. Concurrent law enforcement jurisdiction in and throughout the territorial limits of the City of Miami and The Village of Biscayne Park for arrests, made pursuant to the laws of arrest, for felonies and misdemeanors, including arrestable traffic offenses, which spontaneously take place in the presence of the arresting officer, at such times as the arresting officer is traveling from place to place on official business outside of his or her jurisdiction, for example, to or from court, or at any time when the officer is within the territorial limits of his or her jurisdiction.
- b. Concurrent law enforcement jurisdiction in and throughout the territorial limits of the City of Miami and The Village of Biscayne Park for arrests, made pursuant to the laws of arrest, of persons identified as a result of investigations of any offense constituting a felony or any act of Domestic

Violence as defined in Section 741.28, Florida Statutes, when such offense occurred in the municipality employing the arresting officer.

- c. Concurrent law enforcement jurisdiction in and upon the jurisdictional waters of the City of Miami and The Village of Biscayne Park for arrests, made pursuant to the laws of arrest, for felonies and misdemeanors and boating infractions.
- d. Participating in exigent situations, without the need for a formal request, including, but not limited to, area searches for wanted subjects, perimeters, crimes in progress, escaped prisoners, traffic stops near municipal boundaries, requests for assistance when no available local units are nearby, calls indicating a crime or incident has occurred in which a citizen may likely be injured and the assisting municipality is closer to the area than the officer receiving the call.
- e. Concurrent law enforcement jurisdiction in and throughout the territorial limits of the City of Miami and The Village of Biscayne Park for investigations of homicides, sex offenses, robberies, assaults, batteries, burglaries, larcenies, gambling, motor vehicle thefts, drug violations pursuant to Chapter 893, Florida Statutes, and inter-agency task forces and/or joint investigations.

Prior to any officer taking enforcement action pursuant to paragraphs (a) through (e) above, the officer shall notify the jurisdiction in which the action will be taken, unless exigent circumstances prevent such prior notification, in which case notification shall be made as soon after the action as practicable. If the agency having normal jurisdiction responds to the scene the assisting agency's officer may turn the situation over to them and offer any assistance requested including, but not limited to, a follow-up written report documenting the event and the actions taken.

These provisions are not intended to grant general authority to conduct investigations, serve warrants and/or subpoenas or to respond without request to emergencies already being addressed by the agency of normal jurisdiction, but is intended to address critical, life-threatening or public safety situations, prevent bodily injury to

citizens, or secure apprehension of criminals whom the law enforcement officer may encounter.

SECTION II: PROVISIONS FOR OPERATIONAL ASSISTANCE

The aforesaid law enforcement agencies hereby approve and enter into this agreement whereby each of the agencies may request and render law enforcement assistance to the other to include, but not necessarily be limited to dealing with, the following:

1. Joint multi-jurisdictional criminal investigations.
2. Civil affray or disobedience, disturbances, riots, large protest demonstrations and assemblies, controversial trials, political conventions, labor disputes, and strikes.
3. Any natural, technological or manmade disaster.
4. Incidents which require rescue operations and crowd and traffic control measures including, but not limited to, large-scale evacuations, aircraft and shipping disasters, fires, explosions, gas line leaks, radiological incidents, train wrecks and derailments, chemical or hazardous waste spills, and electrical power failures.
5. Terrorist activities including, but not limited to, acts of sabotage.
6. Escapes from, or disturbances within, prisoner processing facilities.
7. Hostage and barricaded subject situations, and aircraft piracy.
8. Control of major crime scenes, area searches, perimeter control, back-ups to emergency and in-progress calls, pursuits, and missing person calls.
9. Enemy attack.
10. Transportation of evidence requiring security.
11. Major events, e.g., sporting events, concerts, parades, fairs, festivals, and conventions.
12. Security and escort duties for dignitaries.
13. Incidents requiring utilization of specialized units; e.g., underwater recovery, marine patrol, aircraft, canine, motorcycle, bicycle, mounted, SWAT, bomb, crime scene and police information.

14. Emergency situations in which one agency cannot perform its functional objective.
15. Joint training in areas of mutual need.
16. Joint multi-jurisdictional marine interdiction operations.
17. Off-duty special events.

SECTION III: PROCEDURE FOR REQUESTING OPERATIONAL ASSISTANCE

1. Mutual aid requested or rendered will be approved by the Chief of Police, or designee. The Chief of Police, or designee, of the agency whose assistance is sought shall evaluate the situation and the agency's available resources, consult with his/her supervisors, if necessary, and will respond in a manner he/she deems appropriate.

2. The Chief of Police in whose jurisdiction assistance is being rendered may determine who is authorized to lend assistance in his/her jurisdiction, for how long such assistance is authorized, and for what purpose such authority is granted. This authority may be granted either verbally or in writing as the particular situation dictates.

3. Specific reporting instructions for personnel rendering mutual aid will be included in the request for mutual aid. In the absence of such reporting instructions, personnel will report to the ranking on-duty supervisor on the scene.

4. Communications instructions will be included in each request for mutual aid and each agency's communications centers will maintain radio contact with each other until the mutual aid situation has ended.

5. Incidents requiring mass processing of arrestees, transporting prisoners, and operating temporary detention facilities will be handled per established procedures of the requesting agency or Chief of Police involved.

SECTION IV: COMMAND AND SUPERVISORY RESPONSIBILITY

a. COMMAND:

The personnel and equipment that are assigned by the assisting Chief of Police shall be under the immediate command of a supervising officer designated by the assisting Chief of Police. Such supervising officer shall be under the direct supervision and command of the Chief of Police or his/her designee of the agency requesting assistance.

b. CONFLICTS:

Whenever an officer is rendering assistance pursuant to this agreement, the officer shall abide by and be subject to the rules and regulations, personnel policies, general orders, and standard operating procedures of his/her own employer. If any such rule, regulation, personnel policy, general order or standing operating procedure is contradicted, contravened or otherwise in conflict with a direct order of a superior officer of the requesting agency, then such rule, regulation, policy, general order or procedure shall control and shall supersede the direct order.

c. HANDLING COMPLAINTS:

Whenever there is cause to believe that a complaint has arisen as a result of a cooperative effort as it may pertain to this agreement, the Chief of Police or his/her designee of the agency employing the officer who is the subject of the complaint shall be responsible for the investigation of the complaint. The Chief of Police or designee of the requesting agency should ascertain at a minimum:

1. The identity of the complainant;
2. An address where the complaining party can be contacted;
3. The specific allegation; and
4. The identity of the employees accused without regard as to agency affiliation.

If it is determined during the investigation of a complaint that the accused is an employee of the assisting agency, the above information, with all pertinent documentation gathered during the receipt and processing of the complaint, shall be forwarded without delay to the agency for administrative review. The requesting agency may conduct a review of the complaint to determine if any factual basis for the complaint exists and/or whether any of the employees of the requesting agency violated any of their agency's policies or procedures.

SECTION V: LIABILITY

Each party engaging in any mutual cooperation and assistance, pursuant to this agreement, agrees to assume responsibility for the acts, omissions or conduct of such party's own employees while engaged in rendering such aid pursuant to this agreement, subject to the provisions of Section 768.28, Florida Statutes, where applicable.

SECTION VI: POWERS, PRIVILEGES, IMMUNITIES AND COSTS

a. Employees of the City of Miami and The Village of Biscayne Park when actually engaging in mutual cooperation and assistance outside of their normal jurisdictional limits but inside this State, under the terms of this agreement, shall, pursuant to the provisions of Section 23.127(1), Fla. Stat. (as amended), have the same powers, duties, rights, privileges and immunities as if the employee was performing duties inside the employee's political subdivision in which normally employed.

b. Each party agrees to furnish necessary personnel equipment, resources and facilities and to render services to each other party to this agreement as set forth above; provided, however, that no party shall be required to deplete unreasonably its own personnel, equipment, resources, facilities, and services in furnishing such mutual aid.

c. The political subdivision that furnishes equipment pursuant to this agreement must bear the cost of loss or damage to that equipment and must pay any expense incurred in the operation and maintenance of that equipment.

d. The political subdivision furnishing aid pursuant to this agreement shall compensate its employees during the time of the rendering of aid and shall defray (provide for the payment of) the actual travel and maintenance expenses of its employees while they are rendering aid, including any amounts paid or due for compensation for personal injury or death while its employees are rendering aid.

e. The privileges and immunities from liability, exemption from laws, ordinances and rules, and pension, insurance, relief, disability, workers' compensation, salary, death, and other benefits that apply to the activity of an employee of an agency when performing the employee's duties within the territorial limits of the employee's agency apply to the employee to the same degree, manner, and extent while engaged in the performance of

the employee's duties extraterritorially under the provisions of this mutual aid agreement. This section applies to paid, volunteer, reserve and auxiliary employees.

f. Nothing herein shall prevent the requesting agency from requesting supplemental appropriations from the governing authority having budgeting jurisdiction to reimburse the assisting agency for any actual costs or expenses incurred by the assisting agency performing hereunder.

SECTION VII: FORFEITURES

It is recognized that during the course of the operation of this agreement, property subject to forfeiture under Sections 932.701- 932.707, Florida Statutes, known as the "Florida Contraband Forfeiture Act," may be seized. The property shall be seized, forfeited, and equitably distributed among the participating agencies in proportion to the amount of investigation and participation performed by each agency pursuant of the provisions of the "Florida Contraband Forfeiture Act."

SECTION VIII: INSURANCE

Each political subdivision shall provide, upon request, satisfactory proof of liability insurance by one or more of the means specified in Section 768.28, Florida Statutes, in an amount which is, in the judgment of the governing body of that political subdivision, at least adequate to cover the risk to which that party may be exposed. Should the insurance coverage, however provided, of any party be canceled or undergo material change, that party shall notify all parties to this agreement of such change within ten (10) days of receipt of the notice or actual knowledge of such change.

SECTION IX: EFFECTIVE DATE

This agreement shall take effect upon execution and approval by the hereinafter named officials and shall continue in full force and effect until October 7, 2015. Under no circumstances may this agreement be renewed, amended or extended except in writing.

SECTION X: CANCELLATION

Either party may cancel its participation in this agreement upon sixty (60) days written notice to the other political subdivision. Cancellation will be at the discretion of any political subdivision to this mutual aid agreement.

IN WITNESS WHEREOF, the parties hereto cause to these presents to be signed on the date first written above.

AGREED AND ACKNOWLEDGED this _____ day of _____, 2010.

ANA GARCIA
Village Manager
The Village of Biscayne Park, Florida
Date: _____

CARLOS A. MIGOYA
City Manager
City of Miami, Florida
Date: _____

ATTEST:

ATTEST:

MARIA CAMARA
Village Clerk
The Village of Biscayne Park, Florida

PRISCILLA S. THOMPSON
City Clerk
City of Miami, Florida

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

JOHN HEARN
Village Attorney
The Village of Biscayne Park, Florida

JULIE O. BRU
City Attorney
City of Miami, Florida

MITCH GLANSBERG
Chief of Police
The Village of Biscayne Park, Florida

MIGUEL A. EXPOSITO
Chief of Police
City of Miami, Florida

APPROVED AS TO INSURANCE
REQUIREMENTS:

GARY RESHEFSKY
Risk Management Interim Director
City of Miami, Florida



**BISCAYNE PARK POLICE DEPARTMENT
MEMORANDUM**

TO: Ana M. Garcia, Village Manager

FROM: Mitchell Glansberg, Chief of Police

DATE: November 1, 2010

CC: Maria Camara, Village Clerk

REFERENCE: November Agenda Item (Renewal of Mutual Aid Agreement with
North Miami Beach Police Department)

The Village of Biscayne Park Police Department has received a request to renew the established Mutual Aid Agreement between the Village of Biscayne Park Police Department and The City of North Miami Beach Police Department as the agreement will expire this year. The agreement is in standard form and has been found to be legally sufficient by Village counsel.

**JOINT DECLARATION OF THE CHIEF OF
THE CITY OF NORTH MIAMI BEACH POLICE DEPARTMENT AND THE
CHIEF OF THE BISCAYNE PARK POLICE DEPARTMENT
PURSUANT TO MUTUAL AID ACT**

A police officer of either of the participating law enforcement agencies shall be considered to be operating under the provisions of the Mutual Aid Agreement when:

- ◆ participating in law enforcement activities that are preplanned and approved by each respective agency head; or
- ◆ appropriately dispatched in response to a request for assistance from the other law enforcement agency.

In compliance with and under the authority of the Mutual Aid Agreement heretofore entered into by the City of North Miami Beach and the Village of Biscayne Park, it is hereby declared that the following list comprises the circumstances and conditions under which mutual aid may be requested and rendered regarding police operations pursuant to the agreement. Said list may be amended or supplemented from time to time, as needs dictate by subsequent declarations.

1. Joint multijurisdictional criminal investigations.
2. Civil affray or disobedience, disturbances, riots, large protest demonstrations, controversial trails, political conventions, labor disputes and strikes.
3. Any natural disaster.
4. Incidents which require rescue operations and crowd and traffic control measures including, but not limited to, large-scale evacuations, aircraft and shipping disasters, fires, explosions, gas line leaks, radiological incidents, train wrecks and derailments, chemical or hazardous waste spills and electrical failures.
5. Terrorist activity including, but not limited to, acts of sabotage.
6. Escapes from or disturbances within detention facilities.
7. Hostage and barricaded subject situations, and aircraft piracy.
8. Control of major crime scenes, area searches, perimeter control, back-ups to emergency and in-progress calls, pursuits and missing person calls.
9. Enemy attack.
10. Transportation of evidence requiring security.
11. Major events; e.g., sporting events, concerts, parades, fairs, festivals and

conventions.

12. Security and escort duties for dignitaries.
13. Emergency situations in which one agency cannot perform its functional objective.
14. Incidents requiring utilization of specialized units e.g., underwater recovery, aircraft, canine, motorcycle, bomb, crime scene, marine patrol and police information.
15. Joint training in areas of mutual need.
16. Joint multijurisdictional marine interdiction operations.

ATTEST:

CITY OF NORTH MIAMI
BEACH POLICE EPARTMENT

City Clerk

Rafael P. Hernandez, Jr, Chief

Date: _____

ATTEST

VILLAGE OF BISCAYNE
PARK POLICE DEPARTMENT

Village Clerk

Mitchell S. Glansberg, Chief

Date: _____

OPERATIONAL ASSISTANCE MUTUAL AID AGREEMENT

WITNESSETH

WHEREAS, THE SUBSCRIBING LAW ENFORCEMENT AGENCIES ARE SO LOCATED IN RELATION TO EACH OTHER THAT IT IS TO THE ADVANTAGE OF EACH TO RECEIVE AND EXTEND MUTUAL AID IN THE FORM OF LAW ENFORCEMENT SERVICES AND RESOURCES TO ADEQUATELY RESPOND TO INTENSIVE SITUATION, INCLUDING BUT NOT LIMITED TO NATURAL OR MAN MADE DISASTERS OR EMERGENCIES AS DEFINED UNDER SECTION 252.34, FLORIDA STATUTES; AND,

WHEREAS, THE BISCAYNE PARK POLICE DEPARTMENT AND THE NORTH MIAMI BEACH POLICE DEPARTMENT HAVE THE AUTHORITY UNDER SECTION 23.12, FLORIDA STATUTES, *et seq.*, THE FLORIDA MUTUAL AID ACT, TO ENTER INTO A MUTUAL AID AGREEMENT FOR LAW ENFORCEMENT SERVICE WHICH PROVIDES FOR RENDERING OF ASSISTANCE IN A LAW ENFORCEMENT EMERGENCY.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

SECTION I: PROVISIONS FOR OPERATIONAL ASSISTANCE

EACH OF THE AFORESAID LAW ENFORCEMENT AGENCIES HEREBY APPROVE AND ENTER INTO THIS AGREEMENT WHEREBY EACH OF THE AGENCIES MAY REQUEST AND RENDER LAW ENFORCEMENT ASSISTANCE TO THE OTHER TO INCLUDE, BUT NOT NECESSARILY BE LIMITED TO, DEALING WITH CIVIL DISTURBANCES, LAW ENFORCEMENT EMERGENCIES, LARGE PROTEST DEMONSTRATIONS, AIRCRAFT DISASTERS, FIRES, HURRICANES, TORNADOES OR OTHER WEATHER- RELATED CRISES, SPORTING EVENTS, CONCERTS, PARADES, ESCAPES FROM DETENTION FACILITIES, OFF DUTY ASSIGNMENTS, INCIDENTS REQUIRING UTILIZATION OF SPECIALIZED UNITS AND ANY OTHER SITUATION DEEMED APPROPRIATE BY EACH OF THE AFORESAID AGENCY HEADS.

SECTION II: PROCEDURE FOR REQUESTING ASSISTANCE

IN THE EVENT THAT A PARTY TO THIS AGREEMENT IS IN NEED OF ASSISTANCE AS SET FORTH ABOVE, AN AUTHORIZED REPRESENTATIVE OF THE AGENCY REQUESTING ASSISTANCE SHALL NOTIFY THE AGENCY HEAD OR HIS/HER DESIGNEE FROM WHOM SUCH ASSISTANCE IS REQUESTED. THE AGENCY HEAD OR AUTHORIZED AGENCY REPRESENTATIVE WHOSE ASSISTANCE IS SOUGHT SHALL EVALUATE THE SITUATION AND THE AGENCY'S AVAILABLE RESOURCES, CONSULT WITH HIS/HER SUPERVISORS IF NECESSARY AND WILL RESPOND IN A MANNER HE/SHE DEEMS APPROPRIATE.

THE AGENCY HEAD OR AUTHORIZED REPRESENTATIVE IN WHOSE JURISDICTION ASSISTANCE IS BEING RENDERED MAY DETERMINE WHO IS AUTHORIZED TO LEND ASSISTANCE IN HIS/HER JURISDICTION, FOR HOW LONG SUCH ASSISTANCE IS AUTHORIZED AND FOR WHAT PURPOSE SUCH AUTHORITY IS GRANTED. THIS AUTHORITY MAY BE GRANTED EITHER VERBALLY OR IN WRITING AS THE PARTICULAR SITUATION DICTATES.

THE AGENCY HEAD'S DECISION IN THESE MATTERS SHALL BE FINAL. COMMUNICATIONS INSTRUCTIONS WILL BE INCLUDED IN EACH REQUEST FOR MUTUAL AID. IN THE ABSENCE OF SUCH INSTRUCTIONS, COMMUNICATIONS WILL BE CONDUCTED ON A MUTUALLY AGREED UPON RADIO FREQUENCY, IF NOT THROUGH MIAMI-DADE COMMUNICATIONS BUREAU.

SECTION III: COMMAND AND SUPERVISORY RESPONSIBILITY

THE PERSONNEL AND EQUIPMENT THAT ARE ASSIGNED BY THE ASSISTING AGENCY HEAD SHALL BE UNDER THE IMMEDIATE COMMAND OF A SUPERVISING OFFICER DESIGNATED BY THE ASSISTING AGENCY HEAD. SUCH SUPERVISING OFFICER SHALL BE UNDER THE DIRECT SUPERVISION AND COMMAND OF THE AGENCY HEAD OR HIS/HER DESIGNEE OF THE AGENCY REQUESTING ASSISTANCE.

CONFLICTS: WHENEVER AN OFFICER IS RENDERING ASSISTANCE PURSUANT TO THIS AGREEMENT, THE OFFICER SHALL ABIDE BY AND BE SUBJECT TO THE RULES AND REGULATIONS, PERSONNEL POLICIES, GENERAL ORDERS AND STANDARD OPERATING PROCEDURES OF HIS/HER OWN EMPLOYING AGENCY. IF ANY SUCH RULE, REGULATION, PERSONNEL POLICY, GENERAL ORDER OR STANDARD OPERATING PROCEDURE IS CONTRADICTED, CONTRAVENED OR OTHERWISE IN CONFLICT WITH A DIRECT ORDER OF A SUPERIOR OFFICER OF THE REQUESTING AGENCY, THEN SUPERVISING OFFICERS FROM EACH AGENCY WILL TOGETHER DETERMINE THE APPROPRIATE COURSE OF ACTION AS DETERMINED BY THE SITUATION.

HANDLING COMPLAINTS: WHENEVER THERE IS CAUSE TO BELIEVE THAT A COMPLAINT HAS ARISEN AS A RESULT OF A COOPERATIVE EFFORT AS IT MAY PERTAIN TO THIS AGREEMENT, THE AGENCY HEAD OR HIS/HER DESIGNEE OF THE REQUESTING AGENCY. SHALL BE RESPONSIBLE FOR THE DOCUMENTATION OF SAID COMPLAINT TO ASCERTAIN AT A MINIMUM:

1. THE IDENTITY OF THE COMPLAINANT
2. AN ADDRESS WHERE THE COMPLAINING PARTY CAN BE CONTACTED
3. THE SPECIFIC ALLEGATION
4. THE IDENTITY OF THE EMPLOYEES ACCUSED WITHOUT REGARD AS TO AGENCY AFFILIATION.

IF IT IS DETERMINED THAT THE ACCUSED IS AN EMPLOYEE OF THE ASSISTING AGENCY, THE ABOVE INFORMATION, WITH ALL PERTINENT DOCUMENTATION GATHERED DURING THE RECEIPT AND PROCESSING OF THE COMPLAINT, SHALL BE FORWARDED WITHOUT DELAY TO THE AGENCY HEAD OR HIS/HER DESIGNEE OF THE ASSISTING AGENCY FOR ADMINISTRATIVE REVIEW. THE REQUESTING AGENCY MAY CONDUCT A REVIEW OF THE COMPLAINT TO DETERMINE IF ANY FACTUAL BASIS FOR THE COMPLAINT EXISTS AND/OR WHETHER ANY OF THE EMPLOYEES OF THE

REQUESTING AGENCY VIOLATED ANY OF THEIR AGENCY'S POLICIES OR PROCEDURES.

SECTION IV: LIABILITY

EACH PARTY ENGAGING IN ANY MUTUAL COOPERATION AND ASSISTANCE, PURSUANT TO THIS AGREEMENT, AGREES TO ASSUME RESPONSIBILITY FOR THE ACTS, OMISSIONS, OR CONDUCT OF SUCH PARTY'S OWN EMPLOYEES WHILE ENGAGED IN RENDERING SUCH AID PURSUANT TO THIS AGREEMENT, SUBJECT TO THE PROVISIONS OF SECTION 768.28, FLORIDA STATUTES, WHERE APPLICABLE.

SECTION V: POWERS, PRIVILEGES, IMMUNITIES AND COSTS.

- a. EMPLOYEES OF THE BISCAYNE PARK POLICE DEPARTMENT AND THE NORTH MIAMI BEACH POLICE DEPARTMENT WHEN ACTUALLY ENGAGING IN MUTUAL COOPERATION AND ASSISTANCE OUTSIDE THEIR JURISDICTIONAL LIMITS BUT INSIDE THIS STATE, UNDER THE TERMS OF THIS AGREEMENT, SHALL, PURSUANT TO THE PROVISIONS OF SECTION 23.127(1), FLORIDA STATUTES, HAVE THE SAME POWERS, DUTIES, RIGHTS, PRIVILEGES AND IMMUNITIES AS IF THE EMPLOYEE WAS PERFORMING DUTIES INSIDE THE EMPLOYEE'S POLITICAL SUBDIVISION IN WHICH NORMALLY EMPLOYED.
- b. EACH PARTY AGREES TO FURNISH NECESSARY PERSONNEL, EQUIPMENT, RESOURCES AND FACILITIES AND TO RENDER SERVICES TO EACH OTHER PARTY TO THE AGREEMENT AS SET FORTH ABOVE; PROVIDED, HOWEVER, THAT NO PARTY SHALL BE REQUIRED TO DEplete UNREASONABLY ITS OWN PERSONNEL, EQUIPMENT, RESOURCES, FACILITIES AND SERVICES IN FURNISHING SUCH MUTUAL AID.
- c. A POLITICAL SUBDIVISION THAT FURNISHES EQUIPMENT PURSUANT TO THIS AGREEMENT MUST BEAR THE COST OF LOSS OR DAMAGE TO THAT EQUIPMENT AND MUST PAY ANY EXPENSE INCURRED IN THE OPERATION AND MAINTAINANCE OF THAT EQUIPMENT.
- d. THE AGENCY FURNISHING AID PURSUANT TO THIS AGREEMENT SHALL COMPENSATE ITS APPOINTEES/EMPLOYEES DURING THE TIME SUCH AID IS RENDERED AND SHALL DEFRAY THE ACTUAL TRAVEL AND MAINTENANCE EXPENSES OF ITS EMPLOYEES WHILE THEY ARE RENDERING SUCH AID, INCLUDING ANY AMOUNTS PAID OR DUE FOR COMPENSATION DUE TO PERSONAL INJURY OR DEATH WHILE SUCH EMPLOYEES ARE RENDERING AID PURSUANT TO THIS AGREEMENT.
- e. THE PRIVILEGES AND IMMUNITIES FROM LIABILITY, EXEMPTION FROM LAWS, ORDINANCES AND RULES AND ALL PENSION, INSURANCE, RELIEF, DISABILITY, WORKERS' COMPENSATION, SALARY, DEATH AND OTHER BENEFITS THAT APPLY TO THE ACTIVITY OF AN EMPLOYEE OF AN AGENCY WHEN PERFORMING THE EMPLOYEES' DUTIES WITHIN THE TERRITORIAL LIMITS OF THE EMPLOYEE'S AGENCY APPLY TO THE EMPLOYEE TO THE SAME DEGREE, MANNER AND EXTENT WHILE ENGAGED IN THE PERFORMANCE OF THE EMPLOYEE'S DUTIES EXTRATERRITORIALLY UNDER THE PROVISIONS OF THIS MUTUAL AID AGREEMENT. THE PROVISIONS OF THIS SECTION SHALL APPLY

WITH EQUAL EFFECT TO PAID, VOLUNTEER AND PART TIME EMPLOYEES.

- f. NOTHING HEREIN SHALL PREVENT THE REQUESTING AGENCY FROM REQUESTING SUPPLEMENTAL APPROPRIATIONS FROM THE GOVERNING AUTHORITY HAVING BUDGETED JURISDICTION TO REIMBURSE THE ASSISTING AGENCY FOR ANY ACTUAL COSTS OR EXPENSES INCURRED BY THE ASSISTING AGENCY PERFORMING HEREUNDER.
- g. NOTHING IN THIS AGREEMENT IS INTENDED OR IS TO BE CONSTRUED AS ANY TRANSFER OR CONTRACTING AWAY OF THE POWERS OR FUNCTIONS OF ONE PARTY HERETO TO THE OTHER.

SECTION VI: LIABILITY INSURANCE

THE CITY OF NORTH MIAMI BEACH IS SELF-INSURED PURSUANT TO CHAPTER 768, FLORIDA STATUTES. BISCAYNE PARK SHALL PROVIDE SATISFACTORY PROOF OF LIABILITY INSURANCE BY ONE OR MORE OF THE MEANS SPECIFIED IN SECTION 768.28(16)(a), FLORIDA STATUTES, IN AN AMOUNT WHICH IS, IN THE JUDGEMENT OF THE GOVERNING BODY OF THAT PARTY, AT LEAST ADEQUATE TO COVER THE RISK TO WHICH THAT PARTY MAY BE EXPOSED. SHOULD THE INSURANCE COVERAGE, HOWEVER PROVIDED, OF ANY PARTY BE CANCELLED OR UNDERGO MATERIAL CHANGE, THAT PARTY SHALL NOTIFY ALL PARTIES TO THIS AGREEMENT OF SUCH CHANGE WITHIN TEN (10) DAYS OF RECEIPT OF NOTICE OR ACTUAL KNOWLEDGE OF SUCH CHANGE.

SECTION VII: FOREFEITURE PROVISIONS

a. IN THE EVENT AN AGENCY SEIZES ANY REAL PROPERTY, VESSEL, MOTOR VEHICLE, AIRCRAFT, CURRENCY OR OTHER PROPERTY PURSUANT TO THE FLORIDA CONTRABAND FOREFEITURE ACT DURING THE PERFORMANCE OF THIS AGREEMENT, THE AGENCY REQUESTING ASSISTANCE IN THE CASE OF REQUESTED OPERATIONAL ASSISTANCE AND THE SEIZING AGENCY IN THE CASE OF VOLUNTARY COOPERATION SHALL BE RESPONSIBLE FOR MAINTAINING ANY FOREFEITURE ACTION PURSUANT TO CHAPTER 932, FLORIDA STATUTES. THE AGENCY PURSUING THE FOREFEITURE ACTION SHALL HAVE THE EXCLUSIVE RIGHT TO CONTROL AND THE RESPONSIBILITY TO MAINTAIN THE PROPERTY IN ACCORDANCE WITH CHAPTER 932, FLORIDA STATUTES, TO INCLUDE, BUT NOT BE LIMITED TO, THE COMPLETE DISCRETION TO BRING THE ACTION OR DISMISS THE ACTION.

b. ALL PROCEEDS FROM FORFEITED PROPERTY SEIZED AS A RESULT OF OR IN ACCORDANCE WITH THIS AGREEMENT SHALL BE DIVIDED EQUALLY BETWEEN THE PARTIES, LESS THE COSTS ASSOCIATED

WITH THE

FOREFEITURE ACTION.

SECTION VIII: EFFECTIVE DATE

THIS AGREEMENT SHALL TAKE EFFECT UPON EXECUTION AND APPROVAL BY THE HEREINAFTER NAMED OFFICIALS AND SHALL CONTINUE IN FULL FORCE UNTIL MARCH 09, 2013. UNDER NO CIRCUMSTANCES MAY THIS AGREEMENT BE RENEWED, AMENDED, OR EXTENDED EXCEPT IN WRITING.

CANCELLATION:

ANY PARTY MAY CANCEL ITS PARTICIPATION IN THIS AGREEMENT UPON DELIVERY OF WRITTEN NOTICE TO THE OTHER PARTY OR PARTIES. CANCELLATION WILL BE AT THE DIRECTION OF ANY SUBSCRIBING PARTY.

IN WITNESS WHEREOF, THE PARTIES HERETO CAUSE THESE PRESENTS TO BE SIGNED ON THE DATE SPECIFIED

City Manager,
North Miami Beach, FL

Village Mayor,
Biscayne Park, FL

Date Executed: _____

Date Executed: _____

ATTEST:

ATTEST:

City Clerk,
North Miami Beach, FL

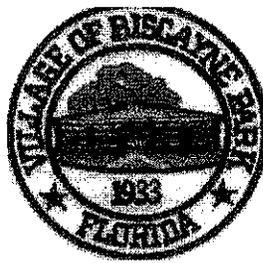
Village Clerk,
Biscayne Park, FL

APPROVED AS TO FORM
AND CORRECTNESS ONLY/
TERMS AND CONDITIONS
PROVIDED BY OTHERS

APPROVED AS TO FORM
AND CORRECTNESS

City Attorney,
North Miami Beach, FL

Village Attorney,
Biscayne Park, FL



Moved to the 11/4/10
meeting per Comm.
Bernard

Date: 9/3/10
To: Village Clerk
From: Steve Bernard, Commissioner
Re: Written Policies and Procedures

REQUEST:

A discussion to create written certain specific policies and procedures

BACKGROUND AND ANALYSIS:

After reviewing our most current Audit, CAFR, meeting notes, and emails, it is apparent that there are several Procedures that have never been formalized. In an effort to promote professionalism in Government, I believe it is necessary that certain specific procedures be created and adhered to. It would be preferable that a full Policy and Procedures manual be created, but in the interest of resolving immediate issues, I recommend that the following items be directed by the Commission to be formalized, if they are not already. Many of these have been recommended by the most current Audit/CAFR:

1. Hiring of employees – standards for advertisement, background and reference checks
2. Procedures following termination or resignation of employees
3. Accounting and Financial Reporting for Post-Employment Benefits
4. Job Descriptions – see Frank Spence's email of 4/6/09 for several proposed job descriptions
5. Capital assets monitoring
6. Cash Management at Recreation Center
7. Cash Management at Village Hall (especially since credit cards are no longer accepted)
8. Quarterly Financial Report submittals (content and deadlines) to Commission (in fiscal year 2009-2010, only the 1st Q was submitted for approval)
9. Budget Amendments as required or recommended by Auditors
10. Public Records requests. While there is a form online, it is not clear to whom the request is to be made to, as emails suggest that all requests go through the Manager, but in most other cities, requests go through the Clerk
11. Tree removal by Village employees or contractors, whether live or dead

FISCAL/BUDGETARY IMPACT:

Unknown, to be discussed

RECOMMENDATION:

Recommended by Commissioner Steve Bernard



Village of Biscayne Park

640 NE 114th Street
Biscayne Park, FL 33161

Tel: 305 899 8000
Fax: 305 891 7241

Mayor and Commission

Roxanna Ross
Mayor

Bryan Cooper
Vice Mayor

Robert "Bob" Anderson
Commissioner

Steve Bernard
Commissioner

Albert Childress
Commissioner

Ana Garcia
Village Manager

John J. Hearn
Village Attorney

Maria Camara
Village Clerk

September 28, 2010

To: Mayor Roxana Ross
Vice Mayor Bryan Cooper
Commission Bob Anderson
Commissioner Steve Bernard
Commissioner Al Childress

From: Ana M. Garcia, Village Manager

Re: Commissioner Bernard's Agenda Item 11.c – A discussion to create written certain specific policies and procedures.

The questions listed by Commissioner Bernard have been addressed and Village administration continues to improve, amend and create with the goal of incorporating best practices. The following answers were provided on September 14, 2010:

1. Hiring of employees:

According to the Personnel Rules and Regulations adopted April 2009, in regards to standards for advertisement, page 12 states:

5.3 – Announcement of Vacancies: After it has been determined that a vacancy exists and can be filled, the Village Manager shall give notice of the vacancy.

No specifics are given as to what the standards are, but this administration has utilized all sources. For example, the Village Clerk position was advertised on our website and through the Florida League of Cities website. The Finance Director position was advertised on our website, through GFOA, and through Career Builder.

In regards to background and reference checks, page 13 states:

5.7 Medical Examination – All applicants for employment or promotion should be required to take a medical examination, including a drug and/or alcohol test and/or a suitability profile, by a health care provider selected by the Village.

5.8 Applicants will be fingerprinted and photographed prior to hire. Applicants who will work with or around children will be processed and background checked by FDLE.

In the case of the last three hires (Village Clerk, Finance Director and the Administrative Operations Analyst), all three had a pre-employment drug test and fingerprinting. Even though not required per policy, all three fingerprints were submitted to FDLE for a background check.

2. Procedures following termination:

Sections 9 and 10 of the Personnel Rules and Regulations adopted April 2009 cover separation of service and procedures.

3. Accounting and Financial Reporting:

GASB 45 goes into effect for the fiscal year ended 9/30/10 and we are currently reviewing the GASB 45 requirements.

4. Job Descriptions:

We have only been able to locate parts of these proposed job descriptions from April 2009. We are currently working on updating all job descriptions.

5. Capital assets monitoring:

Please refer to Management's response in the 2009 CAFR on page 70. We have not been able to locate what is discussed in this comment.

6. Cash Management at Recreation Center:

There are currently no procedures in place, but are being worked on so that they will be ready upon re-opening of the recreation center. We are proposing that cash only be handled at the concession stands. Any other monetary transaction (example rental fees) will be handled at Village Hall.

7. Cash Management at Village Hall:

We are in the process of enhancing our current procedures of checks and balances which is that the building clerk receives all checks and enters them in the system, and then the Finance Clerk makes the deposit. In regards to credit card processing that we cancelled due to the fact we were losing money on transaction costs, it is being re-reviewed with the bank to look at charging a convenience fee which would offset our costs.

8. Quarterly Financial Reports:

After all accounting is up to date, financial reports will be provided on a monthly basis. We are committed to providing our first monthly report for the month of October at the November regular commission meeting.

9. Budget Amendments:

Agree and will do so going forward.

10. Public Records Request:

Public Records requests are and have always been submitted to the Clerk and processed by the Clerk. What you reference in "as e-mail suggests" was not a public records request, but rather a request for staff time that required Manager review and direction.

11. Tree Removal:

This administration follows all tree removal regulations set forth by DERM.

PLANNING & ZONING

Meets the 1st and 3rd Monday at 6:30PM

	Member	Appointed By	Comment
1	Gage Hartung	Childress	
2	Barbara Watts	Cooper	
3	Andrew Olis	Bernard	
4	Doug Tannehill	Ross	
5	Elizabeth Hornbuckle	Anderson	
6	Mario Rumiano		< Alternate >
7	Carl Bickel		< Alternate >
	<i>Fred Jonas</i>	<i>Ross</i>	<i>Resigned.</i>

Code Enforcement

Meets the 3rd Tuesday at 7:00PM

	Member	Appointed By	Comment
1	Harvey Bilt	Anderson	
2	Dale Blanton	Bernard	
3	David Coviello	Childress	
4	Carmen DiBernardi	Ross	
5		Cooper	Pending new appointment or selection of alternate.
6	Kelli Rumiano	Anderson	< Alternate >
7	Milt Hunter	Anderson	< Alternate >
	Victor Cannon	Cooper	<i>Resigned.</i>
	Ray Irizzary	Ross	<i>Resigned.</i>

Code Review

Meets the 2nd & 4th Tuesday at 7:00PM

	Member	Appointed By	Comment
1	Gage Hartung	Auto from P&Z	
2	Andrew Olis	Auto from P&Z	
3	Gary Kuhl	Anderson	
4	Dale Blanton	Auto from Code Enf	
5	David Coviello	Auto from Code Enf	
6	Carmen DiBernardi	Auto from Code Enf	
7	Kelli Romano	Auto from Code Enf	
8	Ray Irizzary	Auto from Code Enf	
9	Judi Hamelburg	Bernard	
	<i>Fred Jonas</i>	<i>Auto from P&Z</i>	<i>Resigned</i>
	<i>Harvey Bilt</i>	<i>Auto from Code Enf</i>	<i>Resigned, but remains on Code Enf.</i>
	<i>Milt Hunter</i>	<i>Auto from Code Enf</i>	<i>Resigned, but remains on Code Enf.</i>
	<i>Victor Cannon</i>	<i>Auto from Code Enf</i>	<i>Resigned</i>

Recreation Advisory Board

Meets the 2nd Wednesday at 6:30PM

	Member	Appointed By	Comment
1	Ron Gwynn	Anderson	
2	James Murphy	Bernard	
3	John Holland	Cooper	
4	Helga Silva	Ross	
5	Rachel O'Conner		Previous alternate that replaced Vicki O'Brien.

Vicki Mallette O'Brien	Childress	Resigned.
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Parks & Parkway Advisory Board

Meets the 3rd Wednesday at 6:00PM

	Member	Appointed By	Comment
1	Dan Keys	Anderson	
2	Barbara Kuhl	Childress	
3	Randy Wagoner	Ross	
4		Bernard	Pending new appointment or selection of alternate.
5		Cooper	Pending new appointment or selection of alternate.
6	Lynn Fisher		< Alternate >
7	Mary Ann Jones		< Alternate >
	David Tunnel	Cooper	Resigned.
	Anne Marie Jonckheer	Bernard	Resigned.
	Barbara Kiers	Cooper	Resigned.
	Jane Ansley		Resigned. (Alternate)

Ecology Board

Meets the 4th Wednesday at 7:00PM

	Member	Appointed By	Comment
1	Victor Romano	Anderson	
2	Matt Davis	Bernard	
3	Art Pyle	Childress	
4	Tom Pliske	Cooper	
5	Tracy Truppman	Ross	
6	Linda Carrington		< Alternate >
	Linda Domin		Will participate on special projects only.