

To: The Honorable Mayor and City Council  
From: Arthur H. Sorey III, Budget Director   
Date: June 23, 2015  
RE: FY15 Budget Amendment for Library and Police Grants

---

**Recommendation**

It is recommended Mayor and Council approve the attached resolution ratifying an amendment to the Fiscal Year 2014-15 Revenue and Expense budgets to include the receipt and appropriation of grant funding from the following:

**Police**

- Victims of Crime Act State of Florida Office of the Attorney General, \$52,851
- Occupant Protection Program Florida Department of Transportation, \$50,000
- Edward Byrne Memorial Justice Assistance Grant (JAG) 2014 Department of Justice- State of Florida, \$44,086
- Edward Byrne Memorial Justice Assistance Grant (JAG) 2013 Department of Justice- State of Florida, \$35,663
- FL DHSMV FMCSA 2014 SADIP Grant Florida Department of Highway Safety and Motor Vehicles, \$30,427
- Edward Byrne Memorial Justice Assistance Grant (JAG) 2012 Department of Justice- State of Florida, \$27,146
- Pedestrian and Bicycle Safety Enforcement Campaign Florida Department of Transportation & University of South Florida, \$26,460
- Denise Moon Memorial Fund Miami Foundation- State Attorney, \$20,191
- Edward Byrne Memorial Justice Assistance Grant Department of Justice- Florida Department of Law Enforcement, \$8,129
- Bullet Proof Vest Partnership Grant (BVP) Department of Justice, \$6,456

**Library**

- State Aid to Libraries Grant, \$11,607 (actual awarded amount of \$33,751 less estimated budget of \$22,144)
- Florida Humanities Council PrimeTime Grant, \$9,000
- Target Department Store Grant, \$3,000
- Library Storycorp Grant, \$2,500
- Miscellaneous Donation to the E-May Avil library fund, \$500

**Attachments**

Resolution  
Grant Awards/Agreements/Documentation

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, RATIFYING THE AMENDMENT TO THE FISCAL YEAR 2014-2015 REVENUE AND EXPENSE BUDGET, TO INCLUDE THE RECEIPT AND APPROPRIATION OF GRANT FUNDS FROM VARIOUS SOURCES, FOR THE NORTH MIAMI PUBLIC LIBRARY AND THE NORTH MIAMI POLICE DEPARTMENT; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.**

**WHEREAS**, the Mayor and City Council passed and adopted an annual budget in accordance with the Charter of the City of North Miami ("City") for the current Fiscal Year 2014-2015, commencing October 1, 2014; and

**WHEREAS**, the receipt and appropriation of funds from various grant and miscellaneous sources for the North Miami Public Library and the North Miami Police Department, are listed and detailed in the attached Council Report; and

**WHEREAS**, the Mayor and City Council find the ratification of the amendment to the Fiscal Year 2014-2015 Revenue and Expense Budget, recognizing the receipt and appropriation of funds from various sources for the conduct of public services, is in the best interest of the City.

**NOW THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA:**

**Section 1.** **Amendment of Fiscal Year 2014-2015 Budget.** The Mayor and City Council of the City of North Miami, Florida, hereby ratify the amendment to the Fiscal Year 2014-2015 Revenue and Expense Budget, to include the receipt and appropriation of grant funds from various sources, for the North Miami Public Library and the North Miami Police Department.

**Section 2.** **Effective Date.** This Resolution shall become effective immediately upon adoption.

**PASSED AND ADOPTED** by a \_\_\_\_\_ vote of the Mayor and City Council of the City of North Miami, Florida, this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
DR. SMITH JOSEPH  
MAYOR

ATTEST:

\_\_\_\_\_  
MICHAEL A. ETIENNE, ESQ.  
CITY CLERK

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

\_\_\_\_\_  
REGINE M. MONESTIME, ESQ.  
CITY ATTORNEY

SPONSORED BY: CITY ADMINISTRATION

Moved by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

**Vote:**

Mayor Smith Joseph, D.O., Pharm. D.  
Vice Mayor Carol Keys, Esq.  
Councilman Scott Galvin  
Councilman Philippe Bien-Aime  
Councilman Alix Desulme

_____	(Yes)	_____	(No)
_____	(Yes)	_____	(No)
_____	(Yes)	_____	(No)
_____	(Yes)	_____	(No)
_____	(Yes)	_____	(No)



PAM BONDI  
ATTORNEY GENERAL  
STATE OF FLORIDA

OFFICE OF THE ATTORNEY GENERAL  
Division of Victim Services and  
Criminal Justice Programs

Emery A. Gainey, Director

PL-01 The Capitol  
Tallahassee, FL 32399-1050  
Phone (850) 414-3300 Fax (850) 487-3013  
<http://www.myfloridalegal.com>

*C: NATASHA  
JORGE M.*

August 20, 2014



Mr. Aleem Ghany, City Manager  
City of North Miami  
776 Northeast 125th Street  
North Miami, Florida 33161-5654

Dear Mr. Ghany:

The Office of the Attorney General, Bureau of Advocacy and Grants Management, is pleased to inform you that the City of North Miami will be awarded a Victims of Crime Act (VOCA) grant for the 2014-2015 funding cycle in the amount of \$52,851.00.

Our staff has worked diligently to determine how best to distribute the available VOCA grant funding while maintaining mandatory federal grant distribution guidelines and mission critical services. These considerations and your agency's commitment to providing services to crime victims in your community were the key factors used in making our decision.

A member of the Bureau of Advocacy and Grants Management will contact your agency to provide information and instructions for this grant. Thank you for your continuing efforts in providing assistance to victims of crime.

Sincerely,

Emery A. Gainey  
Director



CHIEF ELIAS'S COPY

## Florida Department of Transportation

RICK SCOTT  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

ANANTH PRASAD, P.E.  
SECRETARY

October 22, 2013

City Manager Stephen E. Johnson  
City of North Miami  
776 NE 125 Street  
North Miami, FL 33161



RE: North Miami Police Department Occupant Protection Program  
Project Number: M2HVE-14-02-01  
DOT Contract Number: AR722

Dear City Manager Johnson:

Your application to the Florida Department of Transportation for highway safety funds has been approved. We are pleased to make this award in the amount of **\$50,000** for the purpose of continuing the **North Miami Police Department Occupant Protection Program**. A copy of the approved sub-grant agreement referenced above is enclosed for your file. All correspondence with the Department should always refer to the project number and the Department's contract number.

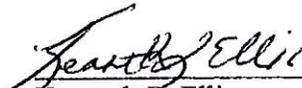
The effective date of the sub-grant agreement is **October 22, 2013**, and only those costs incurred on or after that date and before **October 1, 2014** are eligible for reimbursement. Part V of the sub-grant requires that reimbursement requests be submitted at least once each quarter as costs are incurred.

If your sub-grant includes equipment costing more than \$1000 per item, the Head of the Implementing Agency must send a letter certifying that none of the equipment replaces existing items. If you are purchasing a piece of equipment that costs more than \$5,000, you must submit a ***Non-Expendable Property Accountability Record*** for the item with your reimbursement request. If your sub-grant includes funding for public awareness materials, you must send samples of the materials for approval prior to purchase.

Please review Part V of the sub-grant agreement entitled "Acceptance and Agreement." This section contains the legal conditions of your sub-grant.

We look forward to working with you on this project. If you have any questions or need assistance, please contact Ralph Salvas at (850) 414-4048, who will be coordinating this activity.

Sincerely,

  
\_\_\_\_\_  
Kenneth L. Ellis  
Traffic Safety Administrator

KLE/rs

Enclosures

cc: FDOT Contract Payment Section

Brenda Roberts

Chief Marc Elias, Jr. North Miami PD

Major Trevor Shinn, Project Director

Vernon Paul, North Miami PD CFO

Ralph Salvas, TSO OP Program Area Grant Manager

Contract File

Financial File

## Letter of Agreement and Contract

In this contract between the City of North Miami ("Vendor") and the University of South Florida Board of Trustees, a public body corporate for the University of South Florida's Center for Urban Transportation Research ("University"), the Vendor shall perform the services outlined in the scope of services (Exhibit A).

Total not to exceed: \$26,460.00

This contract is being entered into under the terms and conditions of the Florida Department of Transportation ("FDOT") project TWO #945-001, Contract #BDV25. All services must be completed by May 31, 2015 and a final invoice must be received by June 20, 2015. The Vendor shall forfeit payment of costs if final invoice is not received by close of business on June 20, 2015. Invoices must be mailed via the U.S. Post Office or shipped. Faxed and emailed invoices are not accepted.

It is expressly understood that the Vendor is an independent contractor, and not an agent of the FDOT or the University. The FDOT and the University's liability in negligence or indemnity for acts of its employees or officers will only be provided under Section 768.28, Florida Statutes. Neither the FDOT nor the University shall be responsible for attorney fees except as provided by statute.

Vendor shall be required to defend, hold harmless and indemnify the University, the FDOT, NHTSA, FHWA, and USDOT, from all claims and liability, or both due to recklessness or intentional wrongful misconduct of the Vendor, consultant, or their employees.

In accordance with the contract, Vendor is authorized to perform the tasks detailed in the attached Exhibits and is fully responsible for satisfactory completion of all services. Vendor may not commence work prior to the issuance of a purchase order by the University. The delivery of services will begin upon execution of the contract and will end on or before May 31, 2015. Allowable expenses are limited to officer overtime at the hourly overtime rate including fringe benefits established under Exhibit A Section V.

Invoices must be submitted monthly, beginning within 30 days of execution of this contract. All invoices are required to include the inclusive dates (to/from) of service and the following certification statement "All costs are true and valid costs incurred in accordance with the agreement" and must be signed by an authorized Vendor representative.

CANCELLATION: This contract may be unilaterally cancelled by FDOT or the University for refusal by the Vendor to allow public access to all documents, papers, letters, or other material made or received by the Vendor in conjunction with this contract, unless the records are exempt from section 24(1) of Article 1 of the state constitution and section 119.07(1), Florida Statutes.

Digitally signed by Michael J. Abernethy  
DN: cn=Michael J. Abernethy, o=University of South Florida,  
ou=Purchasing Services, email=abernethy@usf.edu, c=US  
Date: 2014.12.22 11:19:30 -05'00'

\_\_\_\_\_  
Michael J. Abernethy, Director, Purchasing Services  
University of South Florida Board of Trustees

\_\_\_\_\_  
12/22/2014  
Date

\_\_\_\_\_  
Project Director, University of South Florida

\_\_\_\_\_  
12/22/2014  
Date

\_\_\_\_\_  
Vendor's Authorized Agent Signature

\_\_\_\_\_  
12/29/14  
Date

## EXHIBIT "A"

### SCOPE OF SERVICES PEDESTRIAN AND BICYCLE SAFETY ENFORCEMENT CAMPAIGN City of North Miami (Vendor)

#### I. OBJECTIVE:

The Florida Department of Transportation ("FDOT"), through a Task Work Order with the University of South Florida ("University"), will utilize law enforcement support to educate and enforce safe pedestrian, bicyclist, and driver behaviors in high priority counties throughout the state. The main objective of this effort is to reduce traffic crashes and fatalities involving pedestrians and bicyclists through the use of selected traffic education and enforcement operations.

#### II. PURPOSE:

In 2012, traffic crashes in Florida resulted in 473 pedestrian fatalities, 7,413 pedestrian injuries, 116 bicyclist fatalities, and 6,058 bicyclist injuries. Based on the National Highway Traffic Safety Administration (NHTSA) Traffic Safety Facts, these rates nearly double the national average for pedestrians and nearly triple the national average for bicyclists.

Pedestrian and Bicycle crashes are more likely to result in fatal or serious injuries than any other types of crashes. The number of hospitalizations and emergency room visits related to these crashes indicates that the magnitude of the problem may even be larger than identified by traffic crash reports. The financial impacts and suffering caused by these fatalities and injuries are significant.

This campaign is a component of Florida's Bicycle/Pedestrian Focused Initiative Communication & High Visibility Enforcement Implementation under the direction of FDOT and the University. This program supports the goals established in Florida's Pedestrian and Bicycle Strategic Safety Plan. These enforcement activities are being implemented to remind and educate pedestrians, bicyclists, and motorists of safe behaviors.

#### III. SERVICES TO BE PROVIDED:

- A. High Visibility Enforcement of all road users, including pedestrians, bicyclists, and motorists. Conduct on-street education and enforcement operations including the distribution of educational materials, and the issuance of warnings and/or citations to pedestrians, bicyclists, and motorists in accordance with Florida Statutes. It is strongly recommended that operations follow an education, warning, citation progression.
- B. Vendor shall distribute the provided safety educational materials, such as printed materials and bicycle lights, during on-street High Visibility Enforcement operations. (All vendors choosing to participate in distribution of bicycle lights will be required to complete a separate Bicycle Light Distribution Assurance form.)
- C. Vendor is required to engage the media to announce enforcement operations and distribute the provided safety messages. Vendor shall be required to do at least two (2) press releases, one (1) within 30 days of beginning operations and one (1) aligned with the transition from warnings to citations. Additional media engagement is encouraged throughout the contract period. Proof of media engagement must be provided as a backup documentation component for invoicing during the period in which it is conducted.

#### IV. FDOT RESPONSIBILITIES:

FDOT will provide to Vendor copies of the required training materials, a copy of Florida's Pedestrian and Bicycle Strategic Safety Plan, educational materials for distribution, and approved safety messages.

#### V. VENDOR RESPONSIBILITIES:

Funding is restricted to on-street overtime operations specific to pedestrian and bicycle safety in the identified high priority areas, conducted at the level of effort shown in this contract.

All officers assigned to operations completed under this contract must first review and complete the following required training materials created by the National Highway Traffic Safety Administration (NHTSA):

- “Pedestrian Safety Training for Law Enforcement.” A self-paced, interactive CD-ROM.
- “Enhancing Bicycle Safety: Law Enforcement’s Role”. A self-paced, interactive CD-ROM.
- “Enforcing Law for Bicyclists.” A 7-minute roll call video.

Prior to commencing the services outlined under this contract, Vendor must submit a signed and dated list of personnel authorized to perform overtime operations under this agreement, including a certification of completion of the required training, and fully-loaded hourly overtime rate to be used for each officer. Only hours from officers listed and at the rates shown on the authorized personnel list are eligible for reimbursement under this agreement. The authorized personnel list may be updated to add officers and update billing rates, but no hours may be charged for any individual officer until after the updated personnel list has been signed and dated showing their contract billing rate and verifying training has been completed. (Note – All rates must match the payroll documentation submitted with each monthly invoice.)

Invoices shall be submitted following calendar months. Vendor is required to use the invoice form templates provided in Exhibit “D”. These forms will provide documentation of the following information:

- **Invoice:** summary of hours charged and total due
- **Personnel Timesheet:** dates and hours for each individual officer
- **Operation reporting form:** one page for each operation completed showing officers assigned, date, times, location, safety issue addressed and corresponding enforcement approaches used, contacts overview, and the numbers of warnings and citations issued to motorist, pedestrians, and bicyclists under each Statute.

In addition, the vendor must submit payroll documentation to accompany each monthly invoice. This documentation should clearly indicate overtime rates that match the invoice, when each officer performed overtime activities (must match the personnel timesheet), and must include either a pay stub or payroll ledger documenting payment to each officer for which you are requesting reimbursement.

The funding that is provided to the Vendor is not to be used to supplant the Vendor's ongoing enforcement and educational efforts. Duplicated efforts will not be eligible for reimbursement.

**VI. BEGINNING AND LENGTH OF SERVICES:**

- A. The performance period of this Agreement shall begin upon execution of the contract and shall end on May 31, 2015.
- B. This Agreement is non-renewable.

**VII. ATTACHMENTS:**

Exhibits, required forms and additional data may be attached to this agreement.

**VIII. TERMINATION ACTION:**

This contract may be unilaterally cancelled by the University or FDOT for refusal by the Vendor to allow public access to all documents, papers, letters, or other material made or received by the Vendor in conjunction with this contract, unless the records are exempt from section 24(1) of Article 1 of the state constitution and section 119.07(1), Florida Statutes.

**EXHIBIT "B"**  
**METHOD OF COMPENSATION**  
**PEDESTRIAN AND BICYCLE SAFETY ENFORCEMENT CAMPAIGN**  
**City of North Miami (Vendor)**

**I. PURPOSE:**

This Exhibit defines the limits and method of compensation to be made to the Vendor for the services set forth in Exhibit "A" and the method by which payments shall be made.

**II. COMPENSATION:**

For the satisfactory performance of services detailed in Exhibit "A" the Vendor shall be paid a Maximum Amount of \$26,460.00

The University, based on need and availability of budget, may increase or decrease the Maximum Amount by Amendment.

**III. PROGRESS PAYMENTS:**

The Vendor shall submit an invoice and supporting documentation covering each calendar month to the University (required forms included in Exhibit "D"). Invoice packets should be scanned and submitted electronically, with the originals sent to the following address:

University of South Florida  
Attn: Jeanette Rouse  
4202 East Fowler Avenue, CUT 100  
Tampa, Florida 33620

**IV. DETAILS OF COSTS AND FEES:**

Payment shall be made at the hourly billing rates shown on the approved personnel list, for services provided, as approved by FDOT and the University. The contract hourly billing rates shall include the costs of hourly overtime plus associated fringe benefits. The effort is cost reimbursable, so all properly documented overtime enforcement hours completed within the contract term will be reimbursed, not to exceed the total budget. Please refer to Exhibit A, Section V for additional details.

**V. TANGIBLE PERSONAL PROPERTY:**

This contract does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, F.S.

**EXHIBIT "C"**  
**EFFORT SUMMARY - PEDESTRIAN AND BICYCLE SAFETY ENFORCEMENT CAMPAIGN**  
**City of North Miami**

**SERVICE PROVIDED:** Enhanced Traffic Enforcement Detail/High Visibility Enforcement

Details to be completed	3 per month
Hours per detail	4
Officers per detail	7
Total number of hot spots/corridors	4
Frequency each hot spot will be enforced	Approximately once a month (teams of officers will rotate through the 4 corridors of concern)
Total number of times each hot spot will be enforced	At least 3

Total Project budget: \$26,460.00

**NOTE:** Total budget calculated from 21 weeks total duration at the level of effort indicated above. Reasonable effort must be made to maintain the weekly level of effort for the full contract period. If the level of effort outlined above is not obtained during a given month due to unexpected circumstances (i.e. weather, staffing issues, illness, etc.), these should be documented in each invoice. All properly documented overtime enforcement hours completed within the contract term will be reimbursed, not to exceed the total budget.

**ACKNOWLEDGEMENT:** I certify that I have read and agree to abide by the pricing and all terms and conditions of this Agreement and that I am authorized to sign for the **City of North Miami**.

Agency: CITY OF NORTH MIAMI FEID# 59-6000390

Address: 776 NE 125 STREET

City: NORTH MIAMI State: FL Zip: 33161-5654

Authorized Signature: *Aleen A. Ghany* Date: 12/29/14

Printed Name: Aleen A. Ghany

Title: City Manager

**EXHIBIT "D"**  
**INVOICE, TIMESHEET, AND DETAIL DOCUMENTATION FORMS**



Department of Justice  
Office of Justice Programs

Bureau of Justice Assistance

Office of Justice Programs

Washington, D.C. 20531

July 28, 2014

Mr. Aleem A. Ghany  
City of North Miami  
776 Northeast 125th Street  
North Miami, FL 33161

Dear Mr. Ghany:

On behalf of Attorney General Eric Holder, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 14 Edward Byrne Memorial Justice Assistance Grant (JAG) Program: Local in the amount of \$44,086 for City of North Miami.

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Stefanie Harris, Program Manager at (202) 305-8069; and
- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at [ask.ocfo@usdoj.gov](mailto:ask.ocfo@usdoj.gov).

Congratulations, and we look forward to working with you.

Sincerely,

*Denise O'Donnell*

Denise O'Donnell  
Director

Enclosures



# MEMORANDUM

To: Arthur Sorey, Budget Director

From: Jorge Manresa, Police Administrator *Manresa*

Date: June 16, 2015

RE: FY 15 Budget Amendment for Police Grants

---

Per your request, the following are the amendments to the FY 14-15 Revenue and Expense Budget as it relates to the Edward Byrne Memorial Justice Assistance Grants:

Edward Byrne Memorial Justice Assistance Grant (JAG) 2012 – Amount originally awarded was \$44,490. Anticipated FY 15 revenues and expenses not to exceed \$27,146.

Edward Byrne Memorial Justice Assistance Grant (JAG) 2013 – Amount originally awarded was \$42,270. Anticipated FY 15 revenues and expenses not to exceed \$35,663.

Should you have any questions or need additional information please do not hesitate to contact me at Extension 24114.



Terry L. Rhodes  
Executive Director

2900 Apalachee Parkway  
Tallahassee, Florida 32399-0500  
www.flhsmv.gov

Date: March 6, 2015

TO: **The City of North Miami Police Department**  
**C/O Carin Varela Cabral**  
**776 NE 125 Street**  
**North Miami, FL 33161**  
**[cvarela@northmiamipolice.com](mailto:cvarela@northmiamipolice.com)**

FROM: Maureen Johnson, Chief *M. Johnson*  
Division of Motorist Services  
Bureau of Records

SUBJECT: 2014 SaDIP Funding Award and Technical Assistance: Reimbursement Guidelines

In an effort to assist law enforcement agencies (LEA) increase electronic crash reporting to the Department of Highway Safety and Motor Vehicles (DHSMV), the DHSMV applied for, and was granted, a Federal Motor Carrier Safety Administration (FMCSA) Safety Data Improvement Project (SaDIP) grant.

The DHSMV received your application requesting funding for Portable Computing Device (PCD) and mounting hardware to enable your agency to increase e-crash reporting of Commercial Motor Vehicle (CMV) to DHSMV.

After reviewing all submitted applications, the Department has selected your agency to receive funding up to, but not exceeding; **\$30,427.00**.

After the successful execution of the Sub-Recipient Agreement (SRA) between your agency and the Department, and the successful submission of the associated invoice, your agency will be reimbursed for the purchase price of PCDs and mounting hardware purchased under this agreement up to the awarded amount. ***Please note that your agency will not be reimbursed for any costs exceeding \$30,427.00.***

It is important that the attached SRA is reviewed and signed by the appropriate authority within your organization to ensure that the policies of the SRA are maintained within your entire organization. Only one SRA is required per organization. Changes in Administration or of a contact person do not constitute the need to re-issue a SRA. Notification of such changes should be submitted to the DHSMV at [e-Crash@flhsmv.gov](mailto:e-Crash@flhsmv.gov).

The attached SRA must be signed and returned to the DHSMV in order to receive reimbursement, for the purchase of PCD and mounting hardware, through funds allotted to the Department by the SaDIP 2014 grant. As a sub-recipient of federal funds, your agency is bound by the Code of Federal Regulations- Title 49: Transportation, subpart 49 CFR 18.26, 18.36 and 19.40. Please review and comply with these guidelines.

The Department will be reimbursing award recipients through My Florida Market Place (MFMP). In order to receive your award, your agency must be a MFMP registered vendor with a validated W-9. If your agency is not currently a registered vendor, you can register at:

[http://www.dms.myflorida.com/business\\_operations/state\\_purchasing/myfloridamarketplace/mfmp\\_vendors/vendor\\_toolkit/mfmp\\_vendor\\_registration](http://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace/mfmp_vendors/vendor_toolkit/mfmp_vendor_registration)

If vendor registration assistance is needed, please contact Laura Adams at [lauraadams@flhsmv.gov](mailto:lauraadams@flhsmv.gov) or 850-617-3203.

*(Please note that no funds will be distributed to agencies that are not MFMP registered vendors with a validated W-9.)*

Additionally, when submitting your original itemized invoices for reimbursement please ensure that the following information is included:

- Proof of payment
- Serial numbers of all PCDs and hardware purchased

Your Agency's SRA is attached. To complete a SRA, please follow the instructions below:

- Print and complete the attached SRA
- Return the signed SRA to [e-Crash@flhsmv.gov](mailto:e-Crash@flhsmv.gov) for expedited processing or,
- Mail the signed SRA to:

Department of Highway Safety & Motor Vehicles  
Attn: Phillip Fender  
2900 Apalachee Parkway  
Mail Stop 89 - Room A213  
Tallahassee, FL 32399

For questions regarding the completion of the Sub-Recipient Agreement, please contact Phillip Fender, [PhillipFender@flhsmv.gov](mailto:PhillipFender@flhsmv.gov) or (850) 617-2584.

Varela, Carin

---

**From:** Charisse Grant [CGrant@miamifoundation.org]  
**Sent:** Wednesday, June 03, 2015 9:47 AM  
**To:** Varela, Carin  
**Subject:** 2015 Denise Moon Memorial Fund Grant Award

Dear Carin Varela Cabral:

I am pleased to inform you that North Miami Police Department has been approved for a grant of \$20,191.00 through the Foundation's 2015 State Attorney's Denise Moon Memorial Fund grants program.

You will receive a grant agreement early next week that states the grant terms and conditions, payment and reporting schedule. You will need to review the agreement, sign and submit it along with any required attachments to [denisemoon@miamifoundation.org](mailto:denisemoon@miamifoundation.org).

We commend you for your work and wish you success in this project and all the other important work you do to improve the lives of people in Greater Miami.

**Charisse Grant**  
Senior Vice President for Programs

**The Miami Foundation**  
40 Northwest 3<sup>rd</sup> Street | Suite 305  
Miami, FL 33128

D: 305.357.2085 | O: 305.371.2711 | F: 305.371.5342  
[miamifoundation.org](http://miamifoundation.org) | [cgrant@miamifoundation.org](mailto:cgrant@miamifoundation.org)

Follow us  
[Twitter](#) | [Facebook](#) | [YouTube](#)



Florida Department of  
Law Enforcement

Richard L. Swearingen  
Commissioner

Business Support  
Office of Criminal Justice Grants  
Post Office Box 1489  
Tallahassee, FL 32302-1489  
(850) 617-1250  
www.fdle.state.fl.us

Rick Scott, Governor  
Pam Bondi, Attorney General  
Jeff Atwater, Chief Financial Officer  
Adam Putnam, Commissioner of Agriculture

FEB 11 2015

The Honorable Smith Joseph  
Mayor  
City of North Miami  
776 Northeast 123 Street  
North Miami, FL 33161-5624

Re: Contract No. 2015-JAGC-DADE-3-R3-215

Dear Mayor Joseph :

The Florida Department of Law Enforcement is pleased to award an Edward Byrne Memorial Justice Assistance Grant to your unit of government in the amount of \$ 8,129.00 for the project entitled, RI - E-TICKET WRITER ENHANCEMENT PROJECT-NORTH MIAMI. These funds shall be utilized for the purpose of reducing crime and improving public safety. A copy of the approved subgrant application with the referenced contract number is enclosed for your file. All correspondence with the Department should always refer to the project number and title.

As you may be aware, information from subgrants and performance reports are currently provided to the Department of Justice under the Performance Measurement Tool (PMT) and Federal Funding Accountability and Transparency Act (FFATA) to meet current federal transparency requirements. Contract and grant information is also provided to the State of Florida Department of Financial Services via the Florida Accountability Contract Tracking System (FACTS). This grant contract and all subsequent correlating information including general contract, performance, amendment/modification information and a copy of the grant document is provided to FACTS to meet requirements under Chapter 2013-54 and 2013-154 Laws of Florida for transparency in government spending. If this grant agreement contains confidential or exempt information not subject to disclosure under public records law, Chapter 119, F.S., (such as disclosure of equipment for certain undercover operations that may result in sensitive information on grant documents) please contact the Office of Criminal Justice Grants for information on requesting exemption from public records disclosure.

Please complete and return the enclosed Certification of Acceptance to the Office of Criminal Justice Grants within 30 calendar days from the date of award. This certificate constitutes official acceptance of the award and must be received by the Department prior to reimbursement of any project expenditures.

Some costs require prior written approval from OCJG and/or the Department of Justice before beginning project activities including: a sole source procurement in excess of \$150,000; compensation for consultant services for rates in excess of \$650/day (\$81.25 per hour); publication plans; and purchase of automated data processing (ADP) equipment and software. A written request for approval is required if they are applicable to your project. You may also see a correlating special condition on your grant award in the Subgrant Information Management ON-Line (SIMON) system.

We look forward to working with you on this project. Please contact Planning Manager Annamarie Whatley at (850) 617-1250 if you have any questions or we can be of further assistance.

Sincerely,

Petrina Tuttle Herring  
Bureau Chief

PTH/ar

Enclosures

SUBGRANT AWARD CERTIFICATE

Subgrantee: City of North Miami

Date of Award: 2/10/2015

Grant Period: From: 10/01/2014 TO: 09/30/2015

Project Title: RI - E-TICKET WRITER ENHANCEMENT PROJECT-NORTH MIAMI

Grant Number: 2015-JAGC-DADE-3-R3-215

Federal Funds: \$ 8,129.00

State Agency Match:

Local Agency Match: \$ 0.00

Total Project Cost: \$ 8,129.00

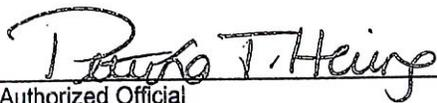
CFDA Number: 16.738

---

Award is hereby made in the amount and for the period shown above of a subgrant under Part E of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 as amended Subpart 1 of such part (42 U.S.C. 3751-3759); the Consolidated Appropriations Act, 2008, Public Law 110-161; and Public Law 109-162, Title XI, Department of Justice Reauthorization, Subtitle B, Improving the Department of Justice's Grant Programs, Chapter 1, Assisting Law Enforcement and Criminal Justice Agencies, Section 1111. Merger of Byrne Grant Program and Local Law Enforcement Block Grant Program, to the above mentioned subgrantee and subject to any attached or special conditions.

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 P.L. 90-351, as amended, and P.L. 100-690.

This grant shall become effective on the beginning date of the grant period provided that within 30 days from the date of award, a properly executed Certificate of Acceptance of Subgrant Award is returned to the Department.

  
\_\_\_\_\_  
Authorized Official  
Petrina Tuttle Herring  
Bureau Chief

2/10/2015  
\_\_\_\_\_  
Date

( ) This award is subject to special conditions (attached).

## Bulletproof Vest Partnership (BVP)

<https://vests.ojp.gov> or [oip.gov/bvpbasi](https://oip.gov/bvpbasi)

1-877-758-3787

No contact person

Account # 134-08-435006-521-308-003

Two grants for BVP

**BVP 12 – Grant Period: 10/01/2012 - 08/31/2014 – Award #BUBX12063346**

**Award: \$21,866 – Match: 21,866**

**BVP 13 – Grant Period: 09/01/2013 – 08/31/2015 – Award #BUBX13069809**

**Award: \$6,994.07 – Match: \$6,994.07**

**BVP 14 – Grant Period: 09/01/14 – 08/31/2016**

**Award: \$6,455.92 – March \$6,455.92**

- All vests purchased must be DOJ approved and NMPD requires Level IIIA for vests
- For our agency to be eligible, our SOPs must indicate that any vest purchased under BVP be worn all the time.
- Only the officer's primary vest will be covered under BVP, so a SWAT Officer will not be able to purchase a SWAT vest under BVP if that is the vest he wears only during SWAT details. If he wears that vest daily, then it would be allowable.

Obtain Invoice from Steve Melvin (Quartermaster). Make sure the invoice has the officer's name, vest model, serial number and **pickup date**.

Login to BVP (<https://oip.gov/bvpbasi>)

- **Click "login"**
- **Once on the site, click "login" again**
- **Enter username: probably your email address**
- **Click "Continue"**
- **Answer security question**
- **Enter password**
- **Now you should be on BVP...on the left side of the website go to #3 Payment column**
- **Click #3.3 "Manage Receipts"**
- **In the center of the page click "Create New Receipt"**

- Fill in information from invoice (no tax, shipping, no csv file)(on the order date, use the date of invoice, pickup date is when officer signed for it)
- Click "Create a Receipt"
- Click "Add receipt line item"
- Click "Save"
- Click "Edit Vest Assignment"
- Click "Add"
- Enter officer and vest information
- Save
  
- Click 3.4 "Payment Request"
  
- Click "Create"
- Check the box and click "Continue"
- Click "Save/Confirm"
  
- Confirm Banking Information by clicking "Yes" - Save
  
- Check CEO box
- Enter your name in the designee box
- Submit
  
- The payment request should be in the 3.5 "Payment History" Section.
- Print out page – Highlight Transaction (scan and place in Finance Folder – Payment History File)
- ○ Update the "Purchases" list for Finance.
  - Go to current status/print page – shows current grant balance
  - Place in BVP grant book
  - Fill out spreadsheet for Finance labeled "BVP2014" located in the BVP 12-13 desktop file.
  - Add requested names to "BVP2012-2014.serialnumbers.name" located in the BVP ~~12-13~~ desktop file. 14 15
  - Update our "Purchases" list file.

**CITY OF NORTH MIAMI  
GRANT PRE-APPLICATION FORM  
(Exhibit A)**

**Granting agency:** U.S. Department of Justice (Office of Justice Programs)

**Project/program title:** Bulletproof Vest Partnership Program

**Brief project summary:** This program allows for 50% reimbursement of the cost of bulletproof vests for law enforcement officers.

**Grant period:** FY15 – August 31, 2016

**Grantor contact:** BVP Help Desk

**Address:** Bureau of Justice Assistance  
Office of Justice Programs  
US DOJ 810 Seventh Street NW  
Washington, D.C. 2053

**Phone:** 1-877-758-3787

**Has the City received this grant in the past?** Yes      **Year:** 2013      **Amount** \$6,994

**Total project budget:** \$13,572      **Amount requested:** \$6,786

Proposed budget by line item:	Income	Expenses
18 vests @ \$754	_____	<u>\$13,572</u>
BVP Funds	<u>\$6,786</u>	_____
General Fund	<u>\$6,786</u>	_____
Total	<u>\$13,572</u>	<u>\$13,572</u>

**Matching funds and source (including budget code):** General Revenue Fund – 001-08-435002-521-308-003

**Major conditions and deliverables:** The City of North Miami Police Department will purchase required National Institute of Justice approved bulletproof vests for the law enforcement officers during the two year funding period.

**Prepared by:** Carmen S. Alfonso

**Initials:** 

**Date:** 04/07/2014

CITY OF NORTH MIAMI  
PRE-APPLICATION FORM

Page 2

PROJECT/PROGRAM TITLE: Bulletproof Vest Partnership Program

ORIGINATING DEPARTMENT COMMENTS:

Signature:  Date: 4/7/14

CITY ATTORNEY COMMENTS:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

GRANTS ADMINISTRATOR COMMENTS:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

---



## FLORIDA DEPARTMENT *of* STATE

**RICK SCOTT**  
Governor

**KEN DETZNER**  
Secretary of State

April 8, 2015

Lucia Gonzalez, Library Director  
North Miami Public Library  
835 Northeast 132nd Street  
North Miami, Florida 33161

Subject: Grant Payment – State Aid to Libraries  
Project: 15-ST-36  
Payment Number: 1 of 2  
Payment Amount: \$25,313.25

Dear Ms. Gonzalez:

In accordance with the grant agreement between the Florida Department of State, Division of Library and Information Services and your organization, enclosed is the payment for the project noted above.

Please include the project identification number in any future correspondence with our office regarding this project. If you have questions or need assistance, please contact me at [Marian.Deeney@DOS.MyFlorida.com](mailto:Marian.Deeney@DOS.MyFlorida.com) or 850.245.6620.

Sincerely,

Marian Deeney  
Library Program Administrator

Enclosure



RECEIVED MAY 09 2015



**FLORIDA DEPARTMENT of STATE**

**RICK SCOTT**  
Governor

**KEN DETZNER**  
Secretary of State

May 1, 2015

Lucia Gonzalez, Library Director  
North Miami Public Library  
835 Northeast 132nd Street  
North Miami, Florida 33161

Subject: Grant Payment – State Aid to Libraries  
Project: 15-ST-36  
Payment Number: 2 of 2  
Payment Amount: \$8,437.75

Dear Ms. Gonzalez: *Lucia*

In accordance with the grant agreement between the Florida Department of State, Division of Library and Information Services and your organization, enclosed is the payment for the project noted above.

Please include the project identification number in any future correspondence with our office regarding this project. If you have questions or need assistance, please contact me at [Marian.Deeney@DOS.MyFlorida.com](mailto:Marian.Deeney@DOS.MyFlorida.com) or 850.245.6620.

Sincerely,

A handwritten signature in cursive script that reads "Marian Deeney".

Marian Deeney  
Library Program Administrator

Enclosure



Division of Library and Information Services  
R.A. Gray Building • 500 South Bronough Street • Tallahassee, Florida 32399  
850.245.6600 • 850.245.6735 (Fax) [info.florida.gov](http://info.florida.gov)  
Promoting Florida's History and Culture [VivaFlorida.org](http://VivaFlorida.org)



# North Miami Public Library

## Memo

**To:** Terry Henley, Budget Administrator  
**From:** Lucia M. Gonzalez, Library Director  
**Date:** June 17, 2015  
**Re:** Documents in Support of Grants to Amend the FY15 Budget

---

I am requesting a FY15 Budget Amendment addressing the PrimeTime Grant and an additional donation from the Northeast Miami Woman's Club as follows:

- **FY2014-15 PrimeTime** Grant amount of \$9,000  
PrimeTime is a grant awarded by the Florida Humanities Council to conduct 3 family literacy series at the library from January 2015 to April 2016. The full amount of the grant is \$10,000 to be distributed in installments according to the schedule included in the contract.

FY 2015 a total of **\$9,000** as follows:

\$4,500 in November 2015 upon execution of the Contract

\$4,500 in June/July 2015 upon completion of 1<sup>st</sup> programming series.

*\*\$1,000 final payment to be disbursed in April 2016 (FY15-16) after completion of all 3 series*

- **\$500 donation** from the **Northeast Miami Woman's Club (NEMWC)** to be used as a kickoff fundraiser for the Library's landscape in honor of the memory of Library Board Member Ms. Eileen Cubillas.

Supporting documentation is attached.

Thank you,

Lucia Gonzalez

**PRIMETIME AFFILIATE AGREEMENT**  
**between the Florida Humanities Council and the**  
**North Miami Public Library (Affiliate)**



This signed document serves as a PrimeTime Affiliate Agreement between the Florida Humanities Council (FHC) and the North Miami Public Library to collaborate on the implementation of three, six-week PrimeTime Family Reading Time programs.

**Contract Number:** CC\_PT15\_MIAM\_I\_1502  
**Contract Period:** November 1, 2014 – May 31, 2016  
**Contract Amount:** \$10,000  
**Minimum Library Cost Share:** \$10,000

The Affiliate agrees to administer the contract in compliance with the **PrimeTime General Provisions and Implementation Guidelines** which follow.

**GENERAL PROVISIONS**

**Payments:** All funds will be made payable to the Affiliate identified above. Any changes to payee must be pre-approved by FHC. Affiliate and assigned Project Director are responsible for the fiscal and programmatic management of all project activities.

Upon receipt by FHC of ONE signed Affiliate Agreement, funds may be requested in accordance with the following schedule:

- 45% upon receipt of signed Agreement and initial Cash Request.
- 45% at conclusion of first six-week series
- 10% to be paid on a reimbursement basis at conclusion of third six-week series and submittal of all required final reports

**Budget:** Funds may only be expended on allowable program expenses included in the approved budget and/or budget addendum. These include training expenses (airfare, hotel, meals, taxi and training fees), scholar and storyteller stipends and mileage reimbursement, general program supplies and books. Funds may not be used to pay costs of food or drinks. Any funds provided in advance and not expended according to approved budget must be returned to FHC.

**Reporting:** FHC requires the submittal of the following reports at the conclusion of EACH program series:

- Program Coordinator, Scholar and Storyteller final reports
- Two copies of any publicity and marketing materials
- Copies of all Entry and Exit surveys collected

All items must be submitted within four weeks of the program's conclusion. Links and/or downloadable forms for each report, including surveys and Cash Request, can be found at [www.flahum.org/primetimeforms](http://www.flahum.org/primetimeforms). No other forms or reports should be used.



1000 Nicollet Mall  
Minneapolis, MN 55403

January 14, 2015

Ms. Lucia M Gonzalez  
Director  
North Miami Public Library  
835 NE 132nd Street  
North Miami, FL 33161

Hello Ms. Gonzalez:

As a valued Target partner, we wanted to inform you of a decision regarding Target's support of North Miami Public Library.

At Target, community giving has always been, and continues to be, a cornerstone of our company. It's why since 1946 Target has given five percent of our profits back to the communities in which our guests and team members live and work. To ensure that our giving initiatives are flexible, relevant and make a meaningful difference in the communities where we do business, Target regularly measures and evaluates the impact of our programs.

We value our partnership and wanted to inform you immediately of a recent decision affecting Target's support of North Miami Public Library. In 2015, we will no longer fund Arts in Schools and Early Childhood Reading grants through the open application process. While these grant programs are no longer available, we would like to thank you for your partnership and recognize the great work your organization does within the community. In addition, please reference [Target.com/Corporate Responsibility](http://Target.com/CorporateResponsibility) to learn if your program may be eligible for a K-12 Field Trip grant.

To ease this transition for your organization, we have enclosed payment for a final unrestricted \$1,000 grant for 2015.

We hope that with Target's support you have been able to successfully develop the Prime Time Family Nights @ the Library, allowing you to build on the work we achieved together. Target is proud to have assisted in extending the reach of your vital work in the community.

To comply with Internal Revenue Service guidelines, we ask that you acknowledge receipt of your final grant. Watch for an email from [Community.Relations](mailto:Community.Relations) to complete the charitable contribution receipt that has been posted to your account for this grant.

Kind Regards,

Target Community Relations

Enclosures: Final grant check

234587

**Target Grant Award Letter (8/27/2014)**

---

-----Original Message-----

From: [application.notification@target.com](mailto:application.notification@target.com) [mailto:[application.notification@target.com](mailto:application.notification@target.com)]

Sent: Wednesday, August 27, 2014 11:25 AM

To: Gonzalez, Lucia M.

Subject: Your Target grant request

North Miami Public Library

Ms. Lucia M Gonzalez

Director

North Miami Public Library

835 NE 132nd Street

North Miami, FL 33161

Program: Prime Time Family Nights @ the Library

Amount: \$2,000.00

Dear Ms. Gonzalez:

Target is pleased to inform your organization that a grant has been approved specifically for the program and amount referenced above. Your grant check should arrive in the next few weeks. Please note that your grant check is void if it's not cashed within five months.

If you choose to produce any announcements or articles in recognition of this grant, we ask that you identify us as "Target". Resources to help you promote your partnership with Target are available at [target.com/marketingresources](http://target.com/marketingresources).

As always, Target grants are one-time gifts. By making annual commitments, we ensure we can remain flexible and respond to changing community and business needs.

Since 1946, Target has given 5 percent of its profit - which today equals more than \$4 million a week - to local communities. Our more than 1,700 Target stores carry on this tradition by making local grants and providing volunteer hours. We are proud to partner with organizations like yours to meet the needs of our communities. Whether it's inspiring young minds, offering unique cultural experiences or meeting your community's most basic needs; we thank you for your continued commitment to making a difference.

You will receive a second email directing you to your account and requesting you fill out and submit a "Charitable Contribution Receipt" as required by Internal Revenue Services guidelines. After you receive your grant check, please follow the directions from that email, and submit your "Charitable Contribution Receipt" electronically. If you have any questions, please email [Community.Relations@Target.com](mailto:Community.Relations@Target.com).  
Sincerely,

Your Target Store

## STORYCORPS @ YOUR LIBRARY ARCHIVE AGREEMENT

THIS AGREEMENT (this "Agreement"), entered as of the 17th day of March, is made by and between STORYCORPS, INC., a New York not-for-profit corporation with offices at 80 Hanson Place, 2nd floor, Brooklyn, New York 11217 ("StoryCorps"), and The CITY OF NORTH MIAMI PUBLIC LIBRARY (the "Institution") (individually, each is a "party" and collectively, the "parties") on this 3<sup>rd</sup> day of April, 2015 ("Effective Date").

WHEREAS, the American Library Association ("ALA") and StoryCorps received a grant from the Institute of Museum and Library Sciences ("IMLS") to implement the "StoryCorps @ your library" program (the "Program") in ten (10) libraries in the United States of America;

WHEREAS, the Institution wishes to participate in the Program, and submitted an application (the "Application") to the ALA to participate in the Program;

WHEREAS, the Application provided certain requirements of the Program, including, among other things, that the Institution will expend grant funds received from StoryCorps and/or the IMLS for Program-related expenses, the Institution will guarantee a substantive volunteer or staff corps who will be able to record and process interviews recorded through the Program, and the Institution will record and archive a minimum of forty (40) interviews according to StoryCorps training guidelines and methodology;

WHEREAS, the Institution was selected by StoryCorps as a participant in the Program;

WHEREAS, as a participant in the Program, the Institution will work with StoryCorps to record and archive oral histories that will be accessible to the public;

NOW, THEREFORE, in consideration of the mutual benefits to be received by the parties and the mutual covenants and agreements contained herein, and in reliance upon the recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### I. DEFINITIONS

"Collection" means all of the Released Interview Files recorded and produced by the Institution and StoryCorps pursuant to this Agreement.

"Derivative Works" means any report, presentation, invention, discovery, innovation, enhancement, new use, process, product, computer software, computer program, machine, manufacture or composition of matter, including any improvements thereon or new applications of the foregoing, whether patentable, protectable under Title 17 of the United States Code or otherwise, that are conceived or reduced to practice by the Institution using the Released Interview Files, but explicitly exclude the textual transcript, or excerpts thereof, of any Released Interview that the Institution provides to StoryCorps under the terms of this Agreement.

"Person" means any natural person or entity.

“Personally Identifiable Information” means any information contained within any Released Interview File that could potentially be used, directly or indirectly, to uniquely identify, contact, or locate the interviewee or be combined with other sources to uniquely identify the interviewee, including proper name, telephone number, mailing address, or e-mail address.

“Producer” refers to the authorized employee or agent of the Institution that compiles, edits and/or posts any portion of a Released Interview on a public forum, including the Institution’s website.

“Release” means the contractual release signed by an interview participant in connection with an interview conducted by StoryCorps.

“Released Interview” means the audio file of the particular interview for which a participant signs a related Release.

“Released Interview File” means, with respect to each interview participant, a copy of the Release, Released Interview, corresponding participant photograph, if taken, participant data sheet and facilitator log sheet.

“Third Party” means any Person other than the parties.

## **II. LICENSE GRANT AND OWNERSHIP**

- A. StoryCorps grants to the Institution a non-exclusive, royalty-free revocable license to reproduce, display, publicly perform, make derivative works from and distribute the Collection for non-commercial, programmatic purposes only, which programmatic purposes are described on Exhibit A, and in accordance with the other terms and conditions of this Agreement. This non-exclusive license does not include the right to sublicense.
- B. StoryCorps grants to the Institution a non-exclusive, royalty-free revocable license to use, for the sole purpose of producing the Collection, certain guides, materials, and equipment that StoryCorps may from time to time provide to the Institution. For the removal of doubt, this non-exclusive license does not include the right to sublicense.
- C. StoryCorps grants to the Institution access to StoryCorps’ proprietary interview database, the “Interview Information System” (“IIS”), for the limited purposes of: (1) uploading the Collection to the IIS; (2) exporting the following data, and no other data, from the Collection as uploaded to the IIS to the Institution’s catalogue of publicly available materials: Interview ID, Interview Date, Interview Description, Storyteller Name 1, Storyteller Name 2, Interviewer Name 1, Interviewer Name 2, Language(s), Keyword – General, Keyword – People, Keyword – Places. The Institution may not access the IIS for any purpose other than the purposes described in this paragraph without the advance written consent of StoryCorps. The Institution’s access to the IIS may be further limited by StoryCorps upon expiration or termination of this Agreement, or as otherwise provided in this Agreement.

- D. Excerpts of Released Interviews, regardless of where distributed, (each, an "Edited Segment") must be:
1. if posted on the Internet, in a format that users are unable to download but that permits Internet streaming of the Edited Segment;
  2. three (3) to eight (8) minutes in duration;
  3. cohesive, telling a particular story or sticking to a defined theme;
  4. representative of the substance, structure and feel of the Released Interview;
  5. presented in a manner that shows care and an intent to honor the source material; and
  6. subject of a commercially reasonable degree of fact checking by the Producer or Institution.
- E. StoryCorps may request that the Institution cease using an Edited Segment if StoryCorps finds that the Edited Segment is substantially factually inaccurate. Upon such request, the Institution must promptly cease all use of the Edited Segment, including by removing such Edited Segment from any website and archive within five (5) business days of such request.
- F. If either the Institution or StoryCorps receives an objection from an interview participant that, irrespective of such participant's execution of a Release, the participant objects to the use of his/her interview or Edited Segment by the Institution, the Institution will, upon written request from StoryCorps, cease use of such interview or portion thereof.

### III. GENERAL RESTRICTIONS ON USE OF THE COLLECTION

- A. The Institution acknowledges that the Collection includes contact information for interview participants, including full name, age, mailing addresses, telephone numbers and e-mail addresses) ("Personally Identifiable Information"). The Institution (i) shall not share any Personally Identifiable Information with anyone other than employees of the Institution and StoryCorps staff on a need-to-know basis; (ii) shall not use any Personally Identifiable Information in derivative works created by the Institution; and (iii) shall take all steps necessary to maintain the confidentiality of Personally Identifiable Information contained in the Collection. For the avoidance of doubt, a researcher must obtain the prior written consent of StoryCorps to obtain or use Personally Identifiable Information.
- B. The Institution acknowledges that it will be provided with a password and username to StoryCorps' IIS system (the "IIS Login Information") to access the IIS for the purposes described in Section II of this Agreement. The Institution

shall take all steps necessary to maintain as confidential the IIS Login Information.

- C. Full-length Released Interviews may not be posted or broadcasted on the Institution's website, any website maintained by the Institution or any third party website without the prior written consent of StoryCorps, in StoryCorps' sole discretion. Full-length Released Interviews may only be posted or broadcast by the Institution in such a manner that the Released Interviews can only be listened to by persons physically present at the Institution's facility located at 835 NE 132<sup>nd</sup> Street, North Miami, FL 33161.

#### **IV. OWNERSHIP**

- A. The Institution hereby acknowledges and agrees that: (a) the Collection and any derivative works shall be "works made for hire" as defined in the Copyright Act of 1976 (U.S.C. §101) and shall be, at the instant of creation or expression, the sole property of StoryCorps; (b) nothing in this Agreement shall give the Institution any right, title or interest in the Collection or any portion thereof, other than the right to use the Collection in accordance with this Agreement; and (c) its license to use the Collection is entirely contingent upon the permission of StoryCorps and may be revoked at any time for any action not in accordance with this Agreement.
- B. Notwithstanding the foregoing subsection A., to the extent that the Institution nevertheless holds or is deemed to hold any right, title or interest in the Collection and any derivative works, including all rights, title and interest in any copyright pursuant to United States copyright laws, the Institution hereby fully transfers and assigns any such right, title or interest to StoryCorps, and acknowledges and agrees that all such rights shall remain in their entirety in StoryCorps, and waives any and all rights or interest of any kind therein including any moral rights.
- C. The Institution hereby acknowledges that: (i) as between StoryCorps and the Institution, StoryCorps' trademarks, StoryCorps' trade secrets and StoryCorps' trade dress are owned solely and exclusively by StoryCorps; (ii) nothing contained in this Agreement shall give to the Institution any right, title or interest in the StoryCorps' trademarks, StoryCorps' trade secrets and/or StoryCorps' trade dress; and (iii) the goodwill associated with any party's use of the StoryCorps' trademarks shall inure solely to the benefit of StoryCorps.

- D. StoryCorps hereby acknowledges that: (i) as between StoryCorps and the Institution, the Institution's trademarks, the Institution's trade secrets and the Institution's trade dress are owned solely and exclusively by the Institution; (ii) nothing contained in this Agreement shall give to StoryCorps any right, title or interest in the Institution's trademarks, the Institution's trade secrets and/or the Institution's trade dress; and (iii) the goodwill associated with any party's use of the Institution's trademarks shall inure solely to the benefit of the Institution.
- E. Except as otherwise permitted in this Agreement, any use by a party of another party's trademarks for the promotion of the Collection must be approved in writing by such party prior to such use. Acceptance or denial of the request shall be provided within ten (10) business days.
- F. The Institution may utilize the services of a third party for the purpose of producing derivative works from the Collection, provided that the credit described in Section V is displayed prominently in or on the work and provided further that any such third party shall have no further rights to use, reproduce, display or publicly perform the derivative work or any portion of the Released Interview File.

## V. CREDITS

The Institution acknowledges and agrees that each time it displays any Released Interview File or produces any work (including a Derivative Work) that incorporates any portion of the Collection, the Institution shall include and prominently display on any such work the following credit to StoryCorps:

"Produced by [NAME OF PRODUCER] with interviews collected as part of StoryCorps @ your library, a project of the American Library Association and StoryCorps. Funding for StoryCorps @ your library is provided by the Institute of Museum and Library Services."

## VI. WEBSITE LINK

If the Institution uses any portion of the Collection on the Institution's website or advertises its relationship with StoryCorps on its website, the Institution must include and prominently display the following link: [www.storycorps.org](http://www.storycorps.org). StoryCorps reserves the right to preview and approve any reference to the Collection (including any portion thereof) or StoryCorps used on the Institution's website.

## VII. RELEASE

Without further approval on StoryCorps' or the Institution's part, the Institution hereby releases StoryCorps and its employees, directors, officers, agents, successors and assigns (including the Library of Congress) (collectively, the "Released Parties") from all manner of claims, demands, disputes, suits and causes of action, damages, obligations and liabilities, including defamation, invasion of privacy, misappropriation of publicity rights, obscenity and copyright infringement, which the Institution now has, has ever had or may hereafter have against the Released Parties relating in any way to the use and/or content of the Collection.

## **VIII. INDEMNIFICATION**

The Institution agrees to indemnify, hold harmless, and to defend at Institution's expense, StoryCorps and its employees, directors, officers, agents, successors and assigns (including the Library of Congress) from and against all third party claims (including claims for defamation, invasion of privacy, or right of publicity), liabilities, damages and expenses (including attorneys' fees and court costs) and other such losses arising out of, resulting from, or related to this Agreement, and/or the Institution's use of the Collection.

## **IX. TERM**

This Agreement shall be effective as of the Effective Date first written above and shall continue in full force and effect until the earlier of: (i) December 31, 2015; or (ii) the effective date of a termination pursuant to Section X hereof. This Agreement may be extended for any duration at any time by a written statement executed by both parties. Any reference herein to the term of this Agreement shall include all extensions and renewals. The expiration or termination of this Agreement shall not limit the Institution's right to develop its own program similar to the Program, except as provided in this Agreement.

## **X. TERMINATION**

- A. Either party may terminate this Agreement and the license granted herein (reserving all other remedies and rights under this Agreement in law and in equity) in the event of material breach of this Agreement by the other party, by giving the breaching party at least thirty (30) days from receipt of written notice to cure its breach in all material respects. If the breaching party fails to cure the breach within the period provided, the non-breaching party may terminate this Agreement in its entirety. If the breaching party has reasonably and diligently begun to cure its default within the time period provided by the non-breaching party but such default is incapable of being cured within such time period, the non-breaching party shall afford the breaching party such additional time as may be necessary to diligently and with best efforts cure such default.
- B. StoryCorps shall have the right, without prejudice to any other rights that it may have, to terminate this Agreement in its entirety or with respect to certain uses of the Institution, effective immediately, upon written notice to the Institution in the event of (a) the Institution's voluntary bankruptcy under the United States Bankruptcy Code or any successor statute, (b) proceedings for bankruptcy or insolvency are instituted against the Institution by anyone in any legal forum which proceedings are not dismissed within sixty (60) days after institution, (c) the assignment of all or substantially all of the Institution's assets for the benefit of creditors, or (d) all or substantially all of the Institution's assets become subject to levy, seizure, assignment or sale for, or by, any creditor or governmental agency, unless released, satisfied or otherwise resolved within sixty (60) days.
- C. Upon termination or expiration of this Agreement, other than due to a breach by the Institution of any provision of this Agreement, the provisions of Section II

(License Grant and Ownership), Section III (General Restrictions on the Use of the Collection), Section IV (Ownership), Section VII (Release), Section VIII (Indemnification), Section X (Termination), Section XII (Governing Law) and Section XIII (Severability), shall survive; provided, however, that StoryCorps shall have the right to terminate the license granted to the Institution in Section II at any time after the expiration or termination of this Agreement if the Institution breaches any of its obligations under Section II and/or Section III. Upon the occurrence of any such breach, StoryCorps shall deliver written notice to the Institution and the Institution shall immediately cease any use of the Collection and promptly return the Collection to StoryCorps.

- D. Upon termination or expiration due to a breach of any provisions of this Agreement by the Institution, all rights and obligations of the parties hereunder shall terminate, except the provisions of Section VII (Release), Section VIII (Indemnification), Section XII (Governing Law) and Section XIII (Severability) shall survive.

## **XI. MISCELLANEOUS**

This Agreement may only be modified by another written agreement of both parties. All notices and communications concerning this Agreement should be sent in writing and sent by U.S. mail, electronic facsimile device, e-mail, courier service, overnight delivery service, or personally delivered to the addresses provided on the signature page. As used in this Agreement, the phrase "including" means "including, but not limited to."

## **XII. GOVERNING LAW**

This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York applicable to agreements made and to be performed entirely within the State of New York, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of New York.

## **XIII. SEVERABILITY**

If any provision of this release is determined to be illegal or unenforceable, that provision shall be severed from this Agreement, and such severance shall have no effect upon the enforceability of the remainder of this Agreement.

The Institution has read the above Agreement, including the release, prior to its execution, and is fully familiar with its contents. THE INSTITUTION IS AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN THE INSTITUTION AND STORYCORPS AND AN AUTHORIZED REPRESENTATIVE OF THE INSTITUTION SIGNS IT OF HIS OR HER OWN FREE WILL.

*(Signature Page Follows)*

If you are in agreement with the foregoing, please indicate your acceptance of this Agreement by signing in the space set forth below. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. This Agreement shall become effective upon execution by both parties.

AGREED AND ACCEPTED:

StoryCorps

80 Hanson Place, 2nd Floor

Brooklyn, NY 11217

Phone: (646) 723-7020

Fax: (646) 723-7026

By: Virginia Millington

Name: Virginia Millington

Title: Director, Recording and Archive

City of North Miami, Public Library

ADDRESS: 835 NE 132<sup>nd</sup> Street, North Miami, FL 33161

PHONE: (305) 891-5535

By: [Signature]

Name: Aleem A. Ghany

Title: acting City Manager

By: [Signature]

Name: Regine Monestime, Esq.

Title: City Attorney

By: [Signature]

Name: Michael A. Etienne, Esq.

Title: City Clerk

CASH ONLY IF ALL CheckLock™ SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OR COPYING

34810

STORYCORPS, INC.  
80 Hanson Place  
Brooklyn, NY 11217

HSBC BANK USA, NA  
1-108/210

4/10/2015

PAY TO THE ORDER OF North Miami Public Library

\$ \*\*2,500.00

Two Thousand Five Hundred and 00/100\*\*\*\*\* DOLLARS

TWO SIGNATURES REQUIRED IF OVER \$10,000

North Miami Public Library  
c/o Lucia Gonzalez  
835 NE 132nd Street  
North Miami, FL 33161-4116

*Edmund A. Permitt* M

MEMO

⑈034810⑈ ⑈021001088⑈ 71777806⑈

STORYCORPS, INC

34810

North Miami Public Library

Date Type Reference  
4/2/2015 Bill 4215

Original Amt.  
2,500.00

Balance Due  
2,500.00

4/10/2015  
Discount

Check Amount

Payment  
2,500.00  
2,500.00

HSBC Checking-8061

2,500.00