



MEMORANDUM

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

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

DATE: **October 7, 2003**

FROM: George W. Burgess
County Manager

SUBJECT: Resolution for an Interlocal
Agreement with Miami-
Dade County Public Schools

RECOMMENDATION

It is recommended that the Board approve the attached resolution authorizing the County Manager to execute an interlocal agreement with the Miami-Dade County Public Schools (MDCPS) to provide educational classes and vocational training to inmates incarcerated in the facilities operated by the Miami-Dade Corrections and Rehabilitation Department (MDCR) at a cost not to exceed \$400,000.00 for FY 2003-2004.

BACKGROUND

MDCR and the Lindsey Hopkins Technical Educational Center of Miami-Dade County Public Schools (MDCPS) are committed to providing educational and vocational course work that will effectively habilitate inmates, giving them the necessary skills to provide a smooth transition into society and consequently reduce recidivism. Since 1987-88, the Corrections and Rehabilitation Department has benefited from the longstanding, cooperative relationship with the Miami-Dade Public Schools and would like to continue this partnership.

MDCPS offers a comprehensive educational/vocational service at a competitive rate. Its basic education courses are provided at no charge to the County and the cost for the vocational courses is competitively at a lower rate than offered by the private sector. For example, a 1200 hour cosmetology course offered by the Beauty Schools of America would cost \$8975.00 or \$7.47 per hour compared to the MDCPS fee of \$1956.00 or \$1.63 per hour. Furthermore, having MDCPS provide both the education and vocational courses offers benefits of continuity of service, cooperation, coordinating program activities and resources, and also alleviates the need to negotiate the terms and conditions of service delivery by multiple vendors.

Lindsey Hopkins Technical Educational Center provides the following courses to inmates in six county facilities: Adult Basic Education (ABE), English for Speakers of Other Languages (ESOL), General Education Development (GED) Preparation, Automotive Mechanics, Automotive Body Repair and Refinishing, Business Systems, Cabinet Making, Welding, Printing and Graphic Arts, Small Engine Repair, Carpentry, Cosmetology, and other educational programs requested by the County. The educational course work is provided at no cost and the cost associated with the vocational training is \$1.63 per student contact hour for 375 hours per trimester. The cost for this rehabilitative service will not exceed the budgeted amount of \$400,000.00 and will be paid from the Inmate Welfare Fund.

Assistant County Manager



MEMORANDUM

(Revised)

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

DATE: October 7, 2003

FROM: Robert A. Ginsburg
County Attorney

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

Please note any items checked.

- "4-Day Rule" ("3-Day Rule" for committees) applicable if raised**
- 6 weeks required between first reading and public hearing**
- 4 weeks notification to municipal officials required prior to public hearing**
- Decreases revenues or increases expenditures without balancing budget**
- Budget required**
- Statement of fiscal impact required**
- Bid waiver requiring County Manager's written recommendation**
- Ordinance creating a new board requires detailed County Manager's report for public hearing**
- Housekeeping item (no policy decision required)**
- No committee review**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(G)(1)(A)
10-7-03

RESOLUTION NO. _____

RESOLUTION AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT FOR FISCAL YEAR 2003-2004, WITH THE MIAMI-DADE COUNTY PUBLIC SCHOOLS/LINDSEY HOPKINS TECHNICAL EDUCATIONAL CENTER FOR THE PROVISION OF EDUCATIONAL CLASSES AND VOCATIONAL TRAINING FOR INMATES IN THE MIAMI-DADE CORRECTIONS AND REHABILITATION DEPARTMENT; AUTHORIZING THE COUNTY MANAGER TO EXERCISE THE RENEWAL AND CANCELLATION PROVISIONS CONTAINED THEREIN

WHEREAS, this Board desires to accomplish the purpose outlined in the accompanying agreement, a copy of which is incorporated herein by reference ; and

WHEREAS, the Miami-Dade County Public Schools charges \$1.63 per student contact hour up to a maximum of 375 contact hours per trimester; and

WHEREAS, the Miami-Dade County Public Schools agrees to provide educational and vocational courses to inmates incarcerated in the Miami-Dade Corrections and Rehabilitation Department facilities for the 2003-2004 academic year ,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board finds that it is in the best interest of Miami-Dade County to approve an Interlocal Agreement between Miami-Dade County and Miami-Dade County Public Schools/Lindsey Hopkins Technical Educational Center, in an amount not to exceed \$400,000.00, and to be paid from the Inmate Welfare Fund, for the provision of educational and vocational courses at various facilities of the Miami-Dade Corrections and Rehabilitation Department, in substantially the form attached hereto and made a part hereof, and au-

thorizing the County Manager to execute same for and on behalf of Miami-Dade County; and to exercise the renewal and cancellation provision contained therein.

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

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

The Chairperson thereupon declared the resolution duly passed and adopted this 7th day of October, 2003. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Robert A. Duvall

MEMORANDUM

July 30, 2003

03 AUG -1 PM 2:51

TO: Dr. George M. Koonce, Jr., Associate Superintendent
Instructional Operations

FROM: Carol Renick, Assistant Superintendent *Carol Renick*
Office of Adult/Vocational, Alternative and Community Education

SUBJECT: REQUEST FOR SIGNATURE

The attached has been reviewed and is ready for the Superintendent's signature.

**MEMORANDUM OF AGREEMENT NO. 2003-895
(FIVE ORIGINALS)**

Ms. Toural:

The attached has been reviewed and is ready for the Superintendent's signature.

George Koonce Jr.

Dr. George M. Koonce, Jr.

Mr. Merrett R. Stierheim:

The attached has been reviewed and is ready for your signature.

Mercedes Toural

Ms. Mercedes Toural

CR:rb
Attachments



OFFICE OF ADULT/VOCATIONAL AND ALTERNATIVE EDUCATION
AFFILIATING AGREEMENT FOR
EDUCATIONAL SERVICES AT OFF-CAMPUS LOCATIONS

Instructions: Complete this form for agreements between Miami-Dade County Public Schools, public agencies and private businesses to offer educational programs, as outlined in School Board Rule 6Gx13-6C-1.08, Section V. These adult education programs are offered at off-campus locations that are non-school board property.

This Affiliating Agreement is entered into on this 1st day of October, 2003 by and between Miami-Dade County Corrections & Rehabilitation, 6501 NW 36 Street, #456,
Name of Organization Address
Miami, FL 33166, hereinafter referred to as the Organization and The School
City/State/Zip Code
 Board of Miami-Dade County, Florida, for Lindsey Hopkins Technical Educational Center.
Center Name

TERMS OF AGREEMENT

The terms of the agreement shall commence on October 1, 2003 and shall terminate on September 30, 2004.

NATURE OF ORGANIZATION'S SERVICE

SEE ATTACHED

ORGANIZATION	MIAMI-DADE COUNTY PUBLIC SCHOOLS
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Donald E. Coffey, Chief Inmate Services
 Contact Person

 (305) 874-1080
 Phone Number

 (305) 871-8809
 Fax Number

James V. Parker, Principal
 Contact Person

 (305) 324-6070
 Phone Number

 (305) 545-6397
 Fax Number

DESCRIPTION OF WHAT THE CENTER WILL PROVIDE

See Attachments

DESCRIPTION OF WHAT THE ORGANIZATION WILL PROVIDE

See Attachments

CANCELLATION

This agreement may be terminated by either party by giving thirty (30) days written notice.

INDEMNIFICATION

Subject to the limitations of Florida Statute 768.28, the School Board of Miami-Dade County, Florida, hereinafter referred to as the School Board, agrees to indemnify and hold harmless the Organization from and against any and all claims, suits, actions, damages, or causes of action arising out of the negligent acts of the School Board arising out of or in connection with the provisions of this agreement.

The Organization agrees to indemnify, hold harmless and defend the School Board from and against any and all claims, suits, actions, damages, or causes of action arising out of the negligent acts of the Organization arising out of or in connection with the provisions of this agreement. If the Organization is a state agency or subdivision as defined in section 768.28, Florida Statutes, nothing herein shall be construed to extend the Organization's liability beyond that provided in section 768.28, Florida Statutes.

Organization Representative

Date

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA



Superintendent of Schools (or Designee)

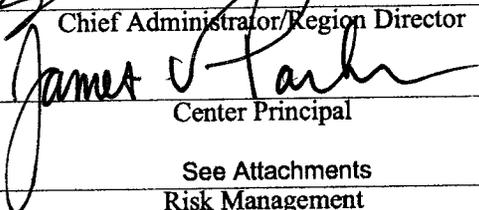
7/31/23

Date



Chief Administrator/Region Director

Date



Center Principal

Date

See Attachments
Risk Management

Date

APPROVED AS TO FORM:

See Attachments
School Board Attorney

Date

AGREEMENT

BETWEEN

**THE SCHOOL BOARD OF MIAMI-DADE COUNTY FLORIDA
LINDSEY HOPKINS TECHNICAL EDUCATIONAL CENTER**

AND

MIAMI-DADE COUNTY

The Miami-Dade County Public Schools/Lindsey Hopkins Technical Educational Center has entered into a contractual agreement with Miami-Dade County.

This Agreement, entered into the 1st day of October, 2003, in Miami-Dade County, Florida, by and between Miami-Dade County Public Schools/Lindsey Hopkins Technical Educational Center (hereinafter referred to as the MDCPS/LHTEC) and Miami-Dade County Corrections and Rehabilitation Department (hereinafter referred to as the COUNTY) for educational and vocational training.

WHEREAS, the Miami-Dade County Public Schools/Lindsey Hopkins Technical Educational Center has undertaken to provide training for inmates of the Corrections and Rehabilitation Department; and

WHEREAS, the COUNTY is desirous of having inmates trained by MDCPS/LHTEC,

NOW, therefore, in consideration of the mutual promises and covenants herein contained, it is mutually agreed as follows.

The Miami-Dade County School Board/Lindsey Hopkins Technical Educational Center will:

1. Train inmates in the following vocational and educational courses: Adult Basic Education (ABE), English for Speakers of Other Languages (ESOL), GED Preparation, Automotive Mechanics, Automotive Body Repair and Refinishing, Business Systems, Cabinet Making, Welding, Printing and Graphic Arts, Small Engine Repair, Carpentry, Cosmetology, and other educational programs requested by the County.
2. Provide vocational instruction not to exceed 375 contact hours per course per trimester at the rate one dollar and sixty three cents (\$1.63), per contact hour per student (rates are subject to change when mandated by the school district). There will be no charge for educational instructions.
3. Provide quarterly itemized statements of students' contact hours to the COUNTY which shows an accounting of the fees charged per student. This statement will be complete upon presentation and add on charges will not be made.
4. Provide data on student progress in Vocational and Educational Programs. This will include certificates of competency, grade progression and completion.
5. Supervise instruction and curriculum content.

The COUNTY will:

1. Insure that MDCPS/LHTEC is provided appropriate space and security.
2. Provide the number of students necessary to insure full classes with a minimum of twenty (20) students enrolled in educational programs. Enrollment in vocational classes will vary depending on eligible students.
3. Provide paper, pencil, labels, folders, and books required to properly conduct the classes.
4. Provide payment for the General Education Development Test (GED) when presented with the invoice.
5. Provide payment on a trimester basis to the MDCPS/LHTEC when presented with an itemized listing of students who attended classes.

- 6. Organize a payment schedule on a trimester basis for MDCPS/LHTEC for all educational and vocational classes. The amount of payment will not exceed \$400,000.00

INDEMNIFICATION

- 1. To the extent allowable by law, Miami-Dade County will hold harmless, indemnify and defend the School Board against any and all claims, liabilities, losses, and causes of action which may arise solely of the negligence of the County in the performance of this Agreement.
- 2. To the extent allowable by law, Miami-Dade School Board will hold harmless, indemnify and defend Miami-Dade County against any and all claims, liabilities, losses, and causes of action which may arise solely of the negligence of the School Board in the performance of this Agreement.

With respect to this agreement between the MDCPS/LHTEC and the COUNTY it is understood and agreed to as follows:

- 1. This agreement shall become effective upon execution and shall remain in effect unless modified in writing by mutual consent of both parties this contract will expire on September 30, 2004.
- 2. Any party hereto may cancel this agreement, with or without cause, at any time giving 30 days prior written notice by certified mail, return receipt requested, to the other party hereto indicating that the agreement will be terminated. After the effective date of the termination, neither party shall be responsible to the other for any payment of bills incurred after the termination date, with the exception of financial encumbrances and/or payments for services rendered prior to the date of termination.

