Memorandum

MIAMI-DADE COUNTY

Agenda Item No. 9(A)(17)(A)

Date: July 10, 2007

To: Honorable Chairman Bruno A. Barrero and Members, Board of County Commissioners

From: George M. Burgess
County Manager

Subject: Agreement with Miami-Dade College for use of Fire College Training Facilities

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Recommendation

It is recommended that the Board approve the attached resolution authorizing the County Mayor or his designee to execute an agreement with Miami-Dade College (MDC) to allow the Miami-Dade-Fire Rescue Department (MDFR) to utilize the College as a state certified fire training facility. The term of this agreement is for one year beginning July 1, 2007 through June 30, 2008, at a cost of approximately $212,000.

Scope

MDFR out-sources the Firefighter I & II minimum standards certification training required under Chapter 633, Florida Statute and Florida Administrative Code 69A.37. Following state certification, the MDFR Training Division provides an additional ten weeks of focused training to orient and drill newly certified recruits in MDFR policy, procedures, EMS, hazmat, water rescue, and safety practices, as well as evaluate various competencies, attitude, and motivation. Successful completion of this training is a prerequisite for release to the field and monitoring by the Probationary Development Office.

Fiscal Impact/Funding Source

MDC currently charges $1,030.89 for Firefighter Minimum Standards Training and $136.44 for first responder Training, totaling $1,167.33 per student. The cost associated with the training and certification of new recruits is included in the MDFR Training and Safety Division budget.

Track Record/Monitor

Miami-Dade College maintains one of three state certified training facilities in Miami-Dade County. MDC has been providing these services to MDFR since 1992. This contract will be monitored by Chief David Downey of the Training and Safety Division throughout the year.

Background

Miami Dade College is one of six training facilities in South Florida (Miami-Dade, Broward, and Palm Beach) that provides the Firefighter Minimum Standards and first responding training that we stress at MDFR. This agreement is a typical renewal by both MDC and MDFR since 1992. MDC is the only training facility currently available to handle the ongoing demands and needs of the firefighter recruits. MDFR agrees to the attached terms, providing compensation and continued use of the fire college facilities. MDC agrees to process all state required documentation for MDFR recruits to become eligible to test as State certified firefighters.

Alina T. Hudak
Assistant County Manager

MEMORANDUM

(Revised)

TO: Honorable Chairman Bruno A. Barreiro and Members, Board of County Commissioners

DATE: July 10, 2007

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

SUBJECT: Agenda Item No. 9(A)(17)(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

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Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 9(A)(17)(A)

07-10-07

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE COUNTY MAYOR OR HIS DESIGNEE TO EXECUTE AN AGREEMENT WITH MIAMI-DADE COLLEGE FOR USE OF FIRE COLLEGE TRAINING FACILITIES

WHEREAS, Miami-Dade Fire Rescue Department has an ongoing requirement to provide professional firefighter training programs; and

WHEREAS, Miami-Dade College is a State certified training center that can facilitate the Firefighter I/II Course, Emergency Vehicle Operators Course, and other fire related training; and

WHEREAS, Miami-Dade College has been providing these services to the Miami-Dade Fire Rescue Department since 1992; and

WHEREAS, the previous agreement between Miami-Dade Fire Rescue Department and Miami-Dade College has expired; and

WHEREAS, the Miami-Dade Fire Rescue Department wishes to enter into a new agreement with Miami-Dade College for the provision of these firefighter services,

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA that this Board hereby approves the agreement with Miami-Dade College and authorizes the County Mayor or his designee to execute the agreement in substantially the form attached hereto and made a part hereof, to Miami-Dade College.

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:

Bruno A. Barreiro, Chairman
Barbara J. Jordan, Vice-Chairwoman

Jose "Pepe" Diaz	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Joe A. Martinez	Dennis C. Moss
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 10th day of July, 2007. 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.

Hugo Benitez

AGREEMENT

This Agreement is entered into this _____ day of _____ 2007 by and between Miami-Dade County Board of County Commissioners for Miami-Dade County Fire Rescue (Agency), whose business address is 9300 NW 41 Street, Miami, Florida 33178 and The District Board of Trustees of Miami-Dade College, a body corporate, by and on behalf of Miami-Dade College (College), a political subdivision of the State of Florida whose business address is North Campus President's Office, 11380 N.W. 27th Avenue, Miami, Florida 33167-3418.

RECITAL

The College and the Agency have agreed that the Firefighter I&II Program, as defined in Florida Statutes Chapter 633 ("Fire Prevention and Control"), the Florida Administrative Code Chapter 69A.37 ("Firefighters Standards and Training") and the Florida Department of Education for the Agency's designated sponsored students shall be conducted at the College's facilities on the terms outlined below.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

A. Recital: The above recital is true and correct.

B. Term: This Agreement shall be for a term of one (1) year commencing on July 1, 2007 and ending on June 30, 2008. The parties may also renew this Agreement for consecutive one-year terms with the same terms provided herein by providing the other party with written notice of intent to renew no later than 60 days prior to the end of each existing term.

C. Agency Responsibilities: The Agency shall have the following responsibilities in connection with this Agreement:

1. Agency Personnel: No later than forty-five (45) days prior to the beginning of each training class, the Agency shall provide the College with the number of sponsored students designated to be enrolled in a specific class, unless otherwise approved by the Director of the School of Fire and Environmental Sciences. The Agency shall not assign sponsored students in excess of the number approved by the Director of the School of Fire and Environmental Sciences to each class. The Agency, its sponsored students and staff assigned to MDC, agree to fully comply with College Policies and Procedures, Florida Statute 633, Florida Administrative Code 69A.37 and the Florida Department of Education.

2. Payment of Tuition & Fees: The Agency shall timely pay the College for all tuition and fees required for all sponsored students sent to the College by the Agency. These fees shall be paid by the Agency within the time frame(s) set forth in the College's registration requirements (within 30 days after invoice is issued). The Agency will be notified in writing by the College at such time as there is a change in the rate for tuition and fees.

D. College Responsibilities: The College shall have the following responsibilities in

connection with this Agreement:

1. Administration of Firefighter I&II Program:

(a) Facilities and Equipment: After the Agreement Commencement Date, the College and the Agency shall mutually agree upon the facilities and equipment, which must be provided by the College for each Minimum Standards Training class.

(b) Personnel for Fire Fighter I and II Training: The College shall administer the Minimum Standards Training in accordance with Florida Statute 633, Florida Administrative Code 69A.37 and policies, regulations and procedures approved by the College.

(c) Orientation and Registration: The College shall provide a detailed orientation and registration session for each training class.

(d) Testing: The College shall provide the necessary personnel to administer and monitor the MDC tests/examinations.

(e) Test Scores and Reporting: The College shall be responsible for grading each examinees test and reporting each examinees test scores to the examinee and the Agency, subject to the College's receipt of the required Release of Information and Acknowledgment form from each examinee submitted by the Agency.

(f) Dismissal of Examinees: The College's personnel designated to monitor any Firefighter I&II Program testing process shall have the sole and absolute right to dismiss an examinee from the test process if the College designee(s) determine(s) in his/her/their sole discretion, that an examinee has failed to comply with the requirements imposed by the College per the Student's Rights and Responsibilities Handbook, Procedure 4074 - Academic Dishonesty during the testing process.

(g) Tuition and Fees: The College shall advise the Agency of the exact amount of tuition and fees due for each class in a Memorandum of Understanding at least thirty (30) days prior to the start of each class.

E. General Terms:

1. Compliance With Applicable Laws: The College and the Agency agree to comply with all applicable federal, state, and local laws, rules and regulations in performing the terms of this Agreement, including but not limited to the State of Florida Public Records Law, F.S. 119.07; the Americans with Disabilities Act and the Civil Rights Act of 1964 and 1991. In performing the terms of this Agreement, the parties agree not to discriminate against any persons on the grounds of race, creed, gender, age, national origin, or disability.

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2. Insurance: The College is self-insured for its torts to the extent provided in Section 768.28, Florida Statutes, to cover bodily injury, death, and property damage arising as a consequence of the acts and omissions to act of its officers and employees. The College is without authority to insure the Agency in any way. The Agency agrees to maintain a self-insurance program that is in compliance with Florida Statute 768.28.

3. Contact Personnel: Set forth below are the contact persons who have been assigned to administer this Agreement on behalf of the College and the Agency respectively:

(a) The College:
Miami-Dade College
North Campus
11380 N.W. 27th Avenue
Miami, Florida 33167-3418
Attention: Director, School of Fire and Environmental Science

(b) The Agency:
Miami-Dade Fire Rescue
9300 NW 41st St
Miami, FL 33178
Attention: Chief, Training and Safety Division

4. Memorandum of Understanding (MOU): A mutually agreed upon MOU will be developed between the College and the Agency not less than forty-five (45) days prior to the beginning of each class. Said MOU will include all applicable dates, numbers of sponsored students, facilities use, tuition, fees, instructional fees or salaries, agency liaisons and instructional support requirements for each class.

F. Miscellaneous Terms:

1. Laws Applicable to College: Miami-Dade College, organized under the laws of the State of Florida and the rules of the Florida Board of Education, is a political subdivision of the State of Florida, and as such, must operate in accordance with the statutes of the State of Florida and the rules of the Florida Board of Education. This Agreement must be modified in accordance with any statutory requirement of the State of Florida.

2. Attorney's Fees/Costs: In the event of litigation between the parties hereto, arising out of this Agreement, the prevailing party shall be entitled to attorney's fees and costs incurred at all tribunal levels.

3. Governing Laws/Venue: This Agreement shall be governed and construed in accordance with the Laws of the State of Florida. The venue of any action on this Agreement shall be in Miami-Dade County, Florida, and any action to determine the rights or obligations of the parties hereto shall be brought in the courts of the State of Florida.

4. Entire Agreement: This Agreement contains the entire agreement between the parties. Any agreement hereafter made shall be ineffective to change, modify or discharge

the Agreement in whole or in part unless such agreement is in writing and signed by the parties hereto. This Agreement cannot be changed orally or terminated orally.

5. Severability: The inapplicability or unenforceability of any provision of this Agreement under applicable laws shall not limit or impair the operation or continued validity of any other provision of this Agreement.

6. Relationship of Parties: The parties express the intent as to this Agreement is that the parties shall be independent contractors, have no relationship other than the one created by this Agreement, and shall not receive any benefits other than those expressly provided herein. Further, the parties expressly intend that no agent, servant, contractor, employee, or other representative of one party shall be deemed an agent, servant, contractor, employee, or other representative of the other party.

7. Assignment: The College and the Agency shall not assign, sublet, pledge, hypothecate, surrender, transfer or otherwise encumber or dispose of this Agreement, or any interest that they may have hereunder, without prior written consent of the other party, which consent may be withheld in that party's sole discretion.

8. No Waiver: No delay or omission to exercise any rights, powers, or remedies accruing to either party upon breach or default by either party under this contract, shall impair any such right, power or remedy of either party, nor shall such delay be construed as a waiver of any such breach or default. There shall be no waiver of the right of either party to demand performance of any of the provisions, terms and covenants of this Agreement nor shall there be a waiver of any breach, default or nonperformance hereof by either party, unless such waiver is explicitly made in writing by the other party. Any previous waiver or course of dealing shall not affect the right of either party to demand strict performance of any of the provisions of this Agreement with respect to any subsequent event or occurrence of any subsequent breach, default or nonperformance hereof by the other party.

9. Binding Effect: The terms, conditions and covenants of this Agreement shall insure to the benefit of and be binding upon the parties hereto and their successors and assigns.

10. Notices: All notices, requests and demands to be made or given to the parties hereto shall be in writing and shall be delivered by hand or sent by courier (including, without limitation, Federal Express or another overnight express delivery service) with evidence of delivery thereof or sent by registered or certified mail, postage prepaid, return receipt requested, through the United States Postal Service, to the addresses set forth on page one (1) of this Agreement or to such other addresses which the parties may provide to one another in accordance herewith.

Such notices, requests and demands, if sent by mail, shall be deemed given three (3) days after deposit in the United States mail, and if delivered by hand or courier, shall be deemed given when delivered.

11. Recording: This Agreement shall not be recorded by either of the parties.

12. Default: If either party defaults under the terms and conditions of this Agreement, and such default is not cured by such party within fifteen (15) days after receipt of written notice thereof, then the other party shall be entitled to pursue any and all remedies available at law or in equity.

13. Survival: All covenants and agreements which by their respective terms are intended to survive consummation of the transaction contemplated by this Agreement shall survive the expiration or earlier termination.

14. Force Majeure – Neither party shall be in breach of this Agreement as a result of any delay in performing its obligations if such delay is due to strikes, lockouts or other labor disputes, riots, civil disturbances, epidemics, war, severe weather, fire, acts of God, or any other similar causes which are beyond the reasonable control of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written above.

WITNESSES:

AGENCY: MIAMI-DADE COUNTY
BOARD OF COUNTY COMMISSIONERS
BY AND ON BEHALF OF MIAMI-DADE FIRE RESCUE

By:

Title:

Date:

COLLEGE: THE DISTRICT BOARD OF TRUSTEES OF MIAMI-DADE COLLEGE, BY AND ON BEHALF OF MIAMI-DADE COLLEGE

By: Eduardo J. Padron

Title: College President

Date:

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