

Approved _____ Mayor

Agenda Item No. 8(J)(1)(J)

Veto _____

03-06-07

Override _____

**OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA**

RESOLUTION NO. R-233-07

RESOLUTION AUTHORIZING WAIVER OF FORMAL
BID PROCEDURES AND PROVISIONS OF
ADMINISTRATIVE ORDER 3-38 AND
RETROACTIVELY AUTHORIZING EXECUTION OF A
TRAINING AGREEMENT WITH THE MIAMI-DADE
COUNTY PUBLIC SCHOOLS; AND AUTHORIZING
THE COUNTY MANAGER TO EXERCISE
CANCELLATION PROVISIONS CONTAINED
THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board finds it to be in the best interest of the County to waive formal bid procedures and provisions of Administrative Order 3-38; retroactively authorizes the execution of a training agreement, between Miami-Dade County and the Miami-Dade County Public Schools, commencing on August 14, 2006, in substantially the form attached hereto and made a part hereof, in an amount not to exceed \$30,000; authorizes the County Mayor or his designee to execute same for and on behalf of Miami-Dade County, and exercises the cancellation provisions contained therein.

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

Bruno A. Barreiro, Chairman	aye		
Barbara J. Jordan, Vice-Chairwoman	aye		
Jose "Pepe" Diaz	absent	Audrey M. Edmonson	aye
Carlos A. Gimenez	aye	Sally A. Heyman	aye
Joe A. Martinez	aye	Dennis C. Moss	aye
Dorrian D. Rolle	aye	Natacha Seijas	aye
Katy Sorenson	aye	Rebeca Sosa	absent
Sen. Javier D. Souto	aye		

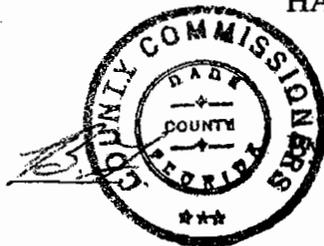
The Chairperson thereupon declared the resolution duly passed and adopted this 6th day of March, 2007. This resolution shall become effective as follows: (1) ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board, and (2) either i) the Citizens' Independent Transportation Trust (CITT) has approved same, or ii) in response to the CITT's disapproval, the County Commission re-affirms its award by two-thirds (2/3) vote of the Commission's membership and such reaffirmation becomes final.

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

HARVEY RUVIN, CLERK

Approved by County Attorney
as to form and legal sufficiency.

Bruce Libhaber



KAY SULLIVAN

Deputy Clerk

Memorandum



DATE: March 6, 2007

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

Agenda Item No. 8(J)(1)(J)

FROM: George X. Burgess
County Manager

A handwritten signature in black ink, appearing to read "George X. Burgess". The signature is written over the printed name and title of the County Manager.

SUBJECT: Resolution Authorizing Retroactive Execution of an Intergovernmental Training Agreement with the Miami-Dade County Public Schools in an Amount not to Exceed \$30,000

This item was amended at the February 14, 2007 Transit Committee to replace Exhibit C.

RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) waive formal bid procedures and the provisions of Administrative Order 3-38 and retroactively authorize execution of the attached intergovernmental training agreement between Miami-Dade Transit (MDT) and the Miami-Dade County Public Schools (MDCPS) for the provision of training services through MDCPS Adult Vocational Education Division. This agreement is in the best interest of the County and will provide the necessary training to the Transit Facilities Mechanic (TFM) classification, whose responsibility is to maintain and repair the bus, rail and mover facilities for the Department, inclusive of participation in the People's Transportation Plan (PTP) approved Station Refurbishment project.

BACKGROUND

This intergovernmental agreement provides training at the MDT Palmetto Yard facility in the four building specialties. Currently, depending on the continuing availability of the instructor, size of the class and holiday breaks, it takes between thirty-four (34) to forty (40) weeks to train employees in all four specialties. Nine (9) weeks is the average length of training time for each of the following specialties:

Building Maintenance: This course consists of the fundamentals of the general building trade. Also included is the use of carpentry and masonry tools, reading and interpreting building blueprints, plan specifications, general safety rules, basic electrical and mechanical preventive maintenance practices and troubleshooting techniques.

Electrical: This course consists of the fundamentals of electricity as applied to a/c and d/c motors. This includes the use of test equipment, electrical safety training, basic wiring, reading blueprints and schematic drawing wiring diagrams, preventative maintenance practices and troubleshooting.

Heating, Ventilation and Air-Conditioning: This course consists of the fundamentals of electricity as applied to refrigeration and air conditioning. This includes the use of test equipment, electrical safety training, basic wiring, reading blueprints and schematic drawing wiring diagrams, preventative maintenance practices and troubleshooting.

Plumbing: This course consists of the fundamentals of plumbing as applied to pipes, valves and fittings. Also included is cutting, soldering, and brazing water and waste pipes, basic safety training in the use of tools associated with the plumbing trade as well as reading and interpreting piping drawings and specifications.

The TFM classification does not require certification before or after training. The minimum qualifications for this classification require that potential trainees possess proof of passing the General Knowledge Test for the Commercial Driver License/Class B with airbrakes testing prior to the completion of the probationary period. Applicants applying for training in the TFM classification and meeting the minimum qualifications take a test and are placed in rank order of test results on the waiting list. When openings become available, the waiting list is activated; applicants are offered the position and for those accepting a position, a training class is established. Upon completion of the training, trainees are tested. Trainees passing the TFM test with a score of seventy or better are offered positions.

MDT currently has fifty-four (54) budget-approved TFM positions of which forty-five (45) are filled and nine (9) are vacant. We are currently training seven candidates for the vacant positions. The original number of trainees was nine but two candidates decided to return to their original positions within MDT.

In the past this intergovernmental agreement has been approved administratively. However, the County Attorney's Office, has determined that formal Board action is necessary for approval of this item. To this end, MDT contacted other providers of these services—Westaff USA Inc., MDCPS, and Broward County Public Schools (BCPS)—to ascertain information on which entities/agencies might be able to provide the needed training.

Westaff USA, Inc. declined to participate due to their inability to provide one instructor capable of teaching multiple disciplines. BCPS offered only a two (2) year course which would not meet MDT's immediate training need. MDCPS offered low-cost expertise, had a certified instructor and pre-packaged State-approved courses which required only a slight modification for MDT's use. Additionally, the instructor assigned to the training is certified in all four specialties.

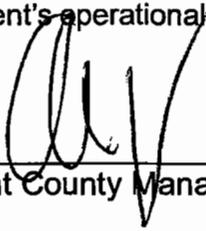
Additional market research produced other schools/colleges outside the State of Florida and not approved by the Florida Department of Education. Because MDCPS was able to provide all of the requirements needed for MDT's training purposes—an instructor certified in all four specialties (providing continuity from one discipline to the next) and required eight (8) to ten (10) months for completion—MDCPS was selected to provide the TFM training.

Since a well trained workforce is essential for MDT to be able to provide excellent customer service, the approval of this training agreement with MDCPS would ensure that MDT's assessments and training processes continue without interruption and that the current standard for entry and promotional positions is maintained.

The term of the intergovernmental agreement is for one (1) year, retroactively commencing on August 14, 2006, with a total cost not to exceed \$30,000 to be financed through a combination of the department's operational funds and proceeds from the Charter County Transit System Surtax (the Surtax). The Transit Facilities Mechanics trained under this program will participate in the PTP Station Refurbishments Project approved by the Board on October 9, 2003 as part of the Miscellaneous Capital Improvement Projects, in addition to fulfilling the general repair and maintenance needs for MDT's bus, rail and mover facilities.

FISCAL IMPACT

The total cost of this procurement shall not exceed \$30,000. A combination of funds from the department's operational budget and proceeds from the Surtax will be used.



Assistant County Manager

2/22/07

Date

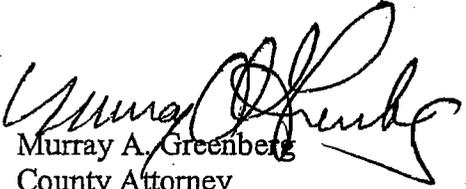


MEMORANDUM

(Revised)

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

DATE: March 6, 2007

FROM: 
Murray A. Greenberg
County Attorney

SUBJECT: Agenda Item No. 8(J)(1)(J)

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



**DIVISION OF COMMUNITY EDUCATION
AFFILIATING AGREEMENT FOR
EDUCATIONAL SERVICES OFF-CAMPUS**

Instructions: This form is to be completed if the agreement is between Miami-Dade County Public Schools and a non-school Allied Organization when Adult programs may be offered at off-campus locations that are non-school Board property (Examples are: Adult Congregate Living Facilities (ACLF), Business and Industry, Churches, and Condominiums.)

This Affiliating Agreement is entered into on this 10th day of July, 2006 by and between Miami- Dade Transit, 6601 N.W. 72 Avenue
Name of Organization Address
Miami, Florida 33166, hereinafter referred to as the Organization and The School
City/State/Zip Code
 Board of Miami-Dade County, Florida. for Wm. H. Turner Tech Adult Ed. Center
Center Name

TERMS OF AGREEMENT

The terms of the agreement shall commence on August 14, 2006 and shall terminate on August 14, 2007

NATURE OF ORGANIZATION'S SERVICE

Miami-Dade County Public Schools/Turner Tech Adult Ed. Center will provide a certified Building Construction instructor to teach Transit Facilities Mechanics at the Miami-Dade Transit/ Lehman Center at 6601 N.W. 72 Avenue. Miami-Dade Transit will provide materials, equipment and supplies as needed.

ORGANIZATION

MIAMI-DADE COUNTY PUBLIC SCHOOLS

Andrea Cambridge-Rasul, Manager of Training
Contact Person

Dr. Clyde Croskey Jr.
Contact Person

(305) 889 - 6716
Phone Number

(305) 691 - 8324
Phone Number

(305) 889 - 6719
Fax Number

(305) 693 - 9463
Fax Number

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DESCRIPTION OF WHAT THE CENTER WILL PROVIDE

(See Exhibit A attached hereto and incorporated herein by reference.)

DESCRIPTION OF WHAT THE ORGANIZATION WILL PROVIDE

(See Exhibit B attached hereto and incorporated herein by reference.)

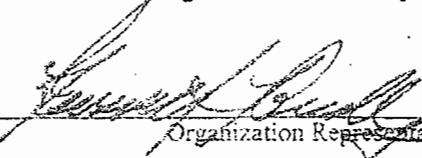
CANCELLATION

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 8-16-06
approved as to form and legal sufficiency

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA

Superintendent of Schools or Designee

Date

Administrative Director/Region Director

Date

Center Principal

Date

Risk Management

Date

APPROVED AS TO FORM:

School Board Attorney

Date

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EXHIBIT A

Miami Dade County Public Schools through its Adult Vocational Education Division Agrees:

- o To provide a state certified instructor to teach students at the Miami Dade Transit/ Lehman Center at 6601 NW 72 Avenue.
- o To administer the "test for adult education" (TABE) to all students enrolled in class if needed.
- o To invoice Miami Dade Transit for tuition payment once all students are enrolled in the program.
- o To provide a Miami Dade County Public School certificate to all students who complete the program and pass the "TABE" test.

EXHIBIT B

Miami Dade Transit Agrees:

- o To provide the facility to train students in Transit Facilities Mechanics.
- o To provide materials, supplies, and equipment as needed.
- o To provide tuition payment currently at \$ 1.84 per contact hour for all students enrolled in the program, plus a 2.25% user access fee. (Fees may vary each trimester).
- o To provide a one time application fee of \$ 15.00 per student who has never enrolled in a Miami Dade County Public School Vocational Program.

EXHIBIT C

Miami Dade Transit will reimburse Miami-Dade Public Schools as follows:

$\$1.84 \times 8 \text{ hours per day} \times 7 \text{ trainees} \times 5 \text{ days} \times 34 \text{ weeks} = \$17,516.80$
 $+ 2.25\% \text{ added to cover County cost} = \$17,910.93 + (\$15.00 \times 7) \text{ (one time student fee)} = \mathbf{\$18,015.93}$. Not to exceed \$30,000.

Miami-Dade Transit will monitor attendance and make assignments during teacher breaks and holidays.

Miami-Dade County Public Schools will invoice Miami-Dade Transit Quarterly.



Miami-Dade County Public Schools

SWORN STATEMENT - NEW CONTRACTS

ATTACHMENT _____

**SWORN STATEMENT PURSUANT TO SECTION 1012.4655
 FLORIDA STATUTES AS AMENDED BY
 HB 1877, THE JESSICA LUNSFORD ACT**

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

1. This sworn statement is submitted to The School Board of Miami-Dade County, FL
 (Hereinafter "Board" or "School Board") by _____

William Foster, Chief, Human Resources

(Print individual's name and title)

for Miami-Dade Transit

(Print Name of entity submitting sworn statement)

whose business address is

3300 N.W. 32nd Avenue

Miami, FL 33142

and its Federal Employer Identification Number (FEIN) is _____

If the entity has no FEIN, include the Social Security Number (SSN) of the individual signing this sworn statement and so indicate.

William Foster, Chief

2. I, Human Resources, am duly authorized to make this
 (Print individual's name and title)

sworn statement on behalf of Miami-Dade Transit

(Print Name of entity submitting sworn statement)

3. I understand that during the 2005 Legislative Session, House Bill 1877, The Jessica Lunsford Act (hereinafter "The Act" or "Act") was passed and approved by Governor Bush on May 2, 2005, with an effective date of September 1, 2005.

Initials

- 4. I understand that the Act amends the background screening requirements of section 1012.465, Florida Statutes (2004) for all non-instructional school district employees or contractual personnel" by requiring all non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present to undergo and pass "level 2 background screening," and further I understand the Act defines "contractual personnel" to include any vendor, individual, or entity under contract with the Board.
- 5. I understand that pursuant to section 101 2.465, Florida Statutes as amended by the Act, non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds must meet level 2 screening requirements as described in sections 1012.32 and 435.04, Florida Statutes.
- 6. I understand that as a Government Transit Agency (eg. a private bus service contractor) all contractual personnel, as defined in section 1012.465, Florida Statutes, must meet level 2 screening requirements as outlined in sections 1012.32 and 435.04, Florida Statutes in order to do business with The School Board of Miami-Dade County, Florida.
- 7. I understand that "level 2 screening requirements," as defined in sections 1012.32 and 435.04, Florida Statutes means that fingerprints of all contractual personnel must be obtained and submitted to the Florida Department of Law Enforcement for state processing and to the Federal Bureau of Investigation for federal processing.
- 8. I understand that the School Board will implement local procedures to comply with level 2 screening requirements, as defined in sections 1012.32 and 435.04. I understand that my company must comply with these local procedures as they are developed.
- 9. I understand that any costs and fees associated with the required background screening will be borne by my company.
- 10. I understand that any personnel of the contractor found through fingerprint processing and subsequent level 2 background screening to have been found guilty of, regardless of adjudication, or entered a plea of nolo, contendere or guilty to any offense outlined in Section 435.04, Florida Statutes (or any similar statute of another jurisdiction), shall not be permitted to come onto school grounds or any leased premises where school-sponsored activities are taking place when students are present, shall not be permitted direct contact with students,

Initials

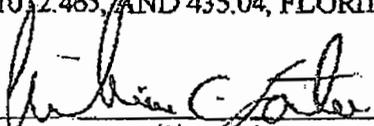
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and shall not be permitted to have access to school district funds.

- 11. I understand that the failure of any of the company's or my affected personnel to meet level 2 screening standards as required by section 1012.465, Florida Statutes, may disqualify my company from doing business with The School Board of Miami-Dade County, Florida.
- 12. I hereby certify that the foregoing statement is true and correct in relation to the company for which I am submitting this sworn statement. I further certify that this statement is being given knowingly and voluntarily by me on behalf of my company.

The company submitting this sworn statement agrees to be bound by the provisions of SECTIONS 1012.32, 1012.465, AND 435.04 OF THE FLORIDA STATUTES AS AMENDED BY HB 1877, THE JESSICA LUNSFORD ACT 2005.

I CERTIFY THAT THE SUBMISSION OF THIS FORM TO THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA ON BEHALF OF THE COMPANY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE BINDS THE COMPANY TO FULLY COMPLY WITH THE BACKGROUND SCREENING REQUIREMENTS OF SECTIONS 1012.32, 1012.465, AND 435.04, FLORIDA STATUTES.


 (Signature)

Sworn to and subscribed before me this 9th day of JUNE, 2006

Personally known

OR Produced Identification _____

Notary Public State of FLORIDA

(Type of Identification)

My commission expires 8/14/09

(Printed typed or stamped commissioned name of notary public)



Initials

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Miami-Dade County Public Schools

ADDENDUM TO VENDOR AGREEMENT**ADDENDUM 1 to Division of Community Education
Affiliating Agreement For Educational Services Off-Campus****("Agreement")****BACKGROUND SCREENING REQUIREMENTS**

In accordance with the requirements of sections 1012.32, 1012.465, and 435.04, Florida Statutes (2004) as well as with the requirements of HB 1877, The Jessica Lunsford Act (2005), effective September 1, 2005, Contractor agrees to certify under oath and penalty of perjury, see ATTACHMENT (Sworn Statement Pursuant to Sections 1012.32, 1012.465, and 435.04, Florida Statutes (2004) and HB 1877, The Jessica Lunsford Act (2005)) which is incorporated fully herein by reference, that Contractor and all of its employees who provide or may provide services under this Agreement have completed all background screening requirements as outlined in the above-referenced statutes.

Additionally, Contractor agrees that each of its employees, representatives, agents, subcontractors or suppliers who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds must meet level 2 screening requirements as described in sections 1012.32 and 435.04, Florida Statutes, and further upon obtaining level 2 clearance, must obtain a required Board issued photo identification badge which shall be worn by the individual at all times while on Board property when students are present.

Contractor agrees to bear any and all costs associated with acquiring the required background screening – including any costs associated with fingerprinting and obtaining the required photo identification badge. Contractor agrees to require all its affected employees to sign a statement, as a condition of employment with Contractor in relation to performance under this Agreement, agreeing that the employee will abide by the heretofore described background screening requirements, and also agreeing that the employee will notify the Contractor/Employer of any arrest(s) or conviction(s) of any offense enumerated in s. 435.04, Florida Statutes within 48 hours of its occurrence. Contractor agrees to provide the Board with a list of all of its employees who have completed background screening as required by the above-referenced statutes and who meet the statutory requirements contained therein. Contractor agrees that it has an ongoing duty to maintain and update these lists as new employees are hired and in the event that any previously screened employee fails to meet the statutory standards. Contractor further agrees to notify the Board immediately upon becoming aware that one of its employees who was previously certified as completing the background check and meeting the statutory standards is subsequently arrested or convicted of any disqualifying offense. Failure by Contractor to notify the Board of such arrest or conviction within 48 hours of being put on notice and within 5 business days of the occurrence of a qualifying arrest or conviction, shall constitute grounds for immediate termination of this Agreement by the Board.

The parties further agree that failure by Contractor to perform any of the duties described in this section shall constitute a material breach of the Agreement entitling the Board to terminate this Agreement immediately with no further responsibility to make payment or perform any other duties under this Agreement.

COMPLIANCE WITH SCHOOL CODE

Contractor agrees to comply with all sections of the Florida K-20 Education Code, Title XLVIII, Florida Statutes as it presently exists, and further as it may be amended from time to time. Further Contractor agrees that failure to comply with the Florida K-20 Education Code shall constitute a material breach of this Agreement and may result in the termination of this Agreement by the Board.

Miami-Dade Transit
(Name of Individual or Entity)

By: [Signature]
(Name of Individual signing on behalf of self or entity)

Title: Chief, Human Resources

Date: June 6, 2006

The School Board of Miami-Dade County, Florida
By: _____

Rudolph F. Crew, Ed. D
Superintendent of Schools, or designee

Printed Name of Designee

Date: _____

Approved as to form:

School Board Attorney

Originating Office Administrator

Initials

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