

Approved _____ Mayor

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

Veto _____

07-10-07

Override _____

RESOLUTION NO. R-821-07

RESOLUTION AUTHORIZING WAIVER OF FORMAL BID PROCEDURES AND PROVISIONS OF ADMINISTRATIVE ORDER 3-38 FOR EXECUTION OF AN INTER-LOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY AND MIAMI DADE COLLEGE SCHOOL OF JUSTICE AND SAFETY ADMINISTRATION, TO PROVIDE CORRECTIONAL OFFICER TRAINING FOR THE MIAMI-DADE COUNTY CORRECTIONS AND REHABILITATION DEPARTMENT AND AUTHORIZING THE COUNTY MAYOR OR DESIGNEE TO EXERCISE THE CANCELLATION PROVISION 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 in the best interest of the County to waive formal bid procedures and provisions of Administrative Order 3-38 and approve an inter-local Agreement between Miami-Dade County and Miami Dade College School of Justice and Safety Administration, in an amount not to exceed \$663,417.50 for the provision of training for entry level Correctional Officers for the Miami-Dade Corrections and Rehabilitation Department, in substantially the form attached hereto and made a part hereof; and authorize the County Mayor or his designee to execute same for and on behalf of Miami-Dade County; and to exercise the cancellation provision contained therein.

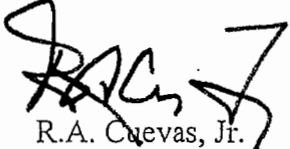


MEMORANDUM

(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)(9)(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

The foregoing resolution was offered by Commissioner Jose "Pepe" Diaz, 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	aye	Audrey M. Edmonson	aye
Carlos A. Gimenez	aye	Sally A. Heyman	absent
Joe A. Martinez	aye	Dennis C. Moss	aye
Dorrin D. Rolle	aye	Natacha Seijas	aye
Katy Sorenson	aye	Rebeca Sosa	aye
Sen. Javier D. Souto	aye		

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

KAY SULLIVAN

Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency. *Rad*

Robert A. Duvall

MIAMI DADE COLLEGE

SCHOOL OF JUSTICE

AND

MIAMI-DADE COUNTY

THIS AGREEMENT, entered into the 14th day of December 2006, at Miami-Dade COUNTY, Florida, by and between MIAMI-DADE COUNTY, (hereinafter referred to as the "COUNTY") and MIAMI DADE COLLEGE, SCHOOL OF JUSTICE AND SAFETY ADMINISTRATION (hereinafter referred to as the "COLLEGE") for the Correctional Officer Training (hereinafter referred to as "COT").

WHEREAS, the COLLEGE has undertaken to provide training for entry level correctional officers, and

WHEREAS, the COUNTY is desirous of having individuals trained at the COLLEGE, and

WHEREAS, the COUNTY is desirous of having the COLLEGE administer a tuition program for candidates for Miami-Dade County Correctional Officer positions.

NOW, THEREFORE, in consideration of the mutual premises and covenants herein contained, it is mutually agreed as follows:

The COLLEGE will:

- (1) Train up to 250 individuals during fiscal years 2006-2007 and 2007-2008 in a 597-hour program in accordance with state statutory regulatory training requirements for entry-level correctional officers at a total cost not to exceed \$663,417.50.
- (2) Send the COUNTY an invoice itemized by student for tuition costs per student for tuition costs at a rate of \$2,653.67 per student for fiscal year 2006-2007 and at the rate mandated by Florida Legislature for fiscal year 2007-2008 in a total amount not to exceed \$663,417.50 over the two (2) year period.

The COUNTY will:

- (1) Provide the COLLEGE a list of students eligible for tuition payments through the County on a class-by-class basis.
- (2) Assist with the professional development of students by serving as mentor and role model of the County, Department of Education and Miami Dade College.

Memorandum



Date: July 10, 2007

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

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

From: George M. Burgess
County Manager

Subject: Resolution to Execute an Agreement between Miami-Dade County and
Miami Dade College School of Justice and Safety Administration

Recommendation

It is recommended that the Board approves the attached resolution waiving formal bid procedures and the provisions of Administrative Order 3-38; and authorizing the County Mayor or designee to execute an inter-local agreement between Miami-Dade County and Miami Dade College (MDC) School of Justice and Safety Administration for provision of the Correctional Officer Training Program for a 2-year period, at a cost not to exceed \$663,417.50. The Board approval is requested retroactively for fiscal year 2006-2007 and prospectively for fiscal year 2007-2008.

Scope

The School of Justice is one of 15 regional training centers licensed by the State of Florida to provide Basic Recruiting Training for Correctional Officers and is currently the only regional training center in Miami-Dade County.

Fiscal Impact/Funding Source

During the 16 weeks required to complete the training program, trainees are paid a bi-weekly salary by MDCR at the trainee pay rate. Funding is provided from the general fund.

Track Record/Monitor

Consistent with current and projected vacancies, MDCR anticipates hiring and training up to 250 new Correctional Officers in fiscal years 2006-2007 and 2007-2008. MDC School of Justice and Safety Administration is the preferred institution for achieving this objective. Since 1974, MDC has successfully trained 103 Correctional Officer Training (COT) classes for MDCR. MDC is ranked among the top five programs in Florida with a state examination pass rate of 93.03 percent. This ranking exemplifies the effectiveness of the School of Justice in preparing trainees for certification as Correctional Officers. The contract monitor for this agreement will be Commander Myriam Kovacs, Training Bureau.

Background

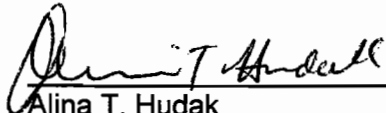
The COT program provides training required to obtain Correctional Officer certification. Trainees must complete a 597-hour training program as a prerequisite to certification. MDC is within close proximity to the MDCR and it is located in our assigned region (Region XIV). In addition, it is equipped to support MDCR staff functions effectively by providing furnished office space for MDCR training advisors.

Similar training centers are available in Broward and Monroe County but using their services would result in a cost increase based upon travel time; specifically, Miami-Dade Corrections and Rehabilitation Department (MDCR) staff would be required to travel to Monroe County to provide administrative support at Florida Keys Community College (FKCC). FKCC is located within Region XIV and has two training centers capable of offering Basic Recruit Training for Correctional Officers. The necessity to provide class training advisors as indicated above, combined with the commuting distance to Monroe County would significantly reduce the feasibility of using FKCC.

Broward Community College (BCC) Institute of Public Safety is licensed and well capable of providing Basic Recruit Training for Correctional Officers, and is closer in proximity to Miami-Dade County than Monroe County. Due to BCC being located outside of Region XIV (it is part of Region XIII), and to adhere to the training center support configurations outlined in Florida Statute 943 and Chapter 11B-18.004 of the Florida Administrative Code would preclude the use of BCC.

The item is retroactive due to the need to increase the number of trainees from 100 to 250 and adjusting the agreement to accommodate the additional 150 trainees with MDC. Initially we started with 100 trainees to fill the department's vacancies, however as more officers planed to retire, the need to increase to 250 trainees became essential. The total cost for all 250 trainees is included in this year's budget.

In view of the advantages and cost effectiveness of the program as administered by MDC, it is in the best interest of both MDC and MDCR that the inter-local agreement be approved.



Alina T. Hudak
Assistant County Manager

- (3) Serve as primary instructor for the training in Correctional Operations and Emergency Preparedness blocks of instruction, as well as assist in the instruction of other classes related to the COT curriculum as specified by the Florida Department of Law Enforcement Standards and Training requirements, prepare handouts, provide equipment and classroom logistics, monitor classroom activities, write and update lesson plans, administer quizzes, assist in the administration of practicum, and provide proctors for class exams as necessary.
- (4) Organize a payment schedule with Miami Dade College for the COT classes. Tuition costs will be paid upon receipt of an itemized invoice provided by the COLLEGE of those completing the course. The COUNTY is obligated to pay any increases resulting from changes in the curriculum mandated by the Florida Department of Law Enforcement, but in no event to exceed \$663,417.50 over the two-year period of this Agreement.
- (5) Pay an application fee of \$20.00 for all first time students.

With reference to lawsuits that may be commenced by any person against either the COLLEGE, the COUNTY, or both, arising from any act or occurrence at the COLLEGE, it is further agreed as follows:

- (1) The parties will cooperate in good faith in the defense of any action commenced by any person against the COLLEGE or the COUNTY or any agent or employee thereof arising from any act or occurrence as a result of this Agreement.
- (2) The COLLEGE shall provide legal representation for its District Board of Trustees, employees, agents, and all persons who are employed by the COLLEGE. Nothing contained herein shall prevent the COLLEGE or the COUNTY from appearing as co-counsel in situations where either party is at risk, whether or not said party is specifically named as a defendant in the subject litigation. All legal costs incurred by the parties, including attorney's fees, shall be borne by the respective parties and shall not be subject to indemnification.
- (3) The COUNTY shall provide legal representation for its Board of County Commissioners, employees, agents, and all persons who are employed by the COUNTY. Nothing contained herein shall prevent the COUNTY or the COLLEGE from appearing as co-counsel in situations where either party is at risk, whether or not said party is specifically named as a defendant in the subject litigation. All legal costs incurred by the parties, including attorney's fee, shall be borne by the respective parties and shall not be subject to indemnification.

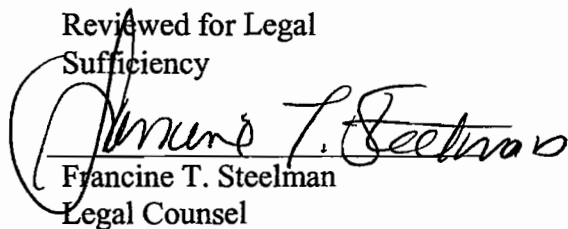
- (4) The COLLEGE shall be solely liable for all acts, omissions, or rules, and causes of action arising from regulations, policies, procedures, customs and practices of the COLLEGE'S employees and agents.
- (5) The COUNTY shall be solely liable for all acts, omissions, or rules, and causes of action arising from regulations, policies, procedures, customs and practices of the COUNTY'S employees and agents.

With respect to this Agreement between the COLLEGE and the COUNTY, it is understood and agreed to as follows:

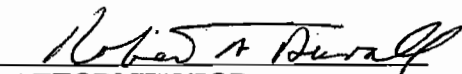
- (1) This Agreement shall become effective upon execution and shall remain in effect unless modified in writing by mutual consent of both parties. Classes in progress when the agreement expires will continue until graduation and receive all of the benefits available under the Agreement. This contract will expire on September 30, 2008.
- (2) Any party hereto may cancel this Agreement, with or without cause, at any time by giving 60 days prior written notice by certified mail, return receipt requested, to the other party hereto indicating that the Agreement shall be terminated. After the effective date of the termination, neither party shall be responsible to the other for any payments of bills incurred after the termination date, with the exception of financial encumbrances and/or payments for services which had already been started or rendered prior to the date of termination.

IN WITNESS WHERE OF, the parties have caused this Agreement to be executed by their respective and duly authorized officers this day and year first above written.

Reviewed for Legal
Sufficiency

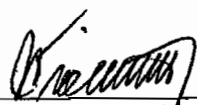

Francine T. Steelman
Legal Counsel

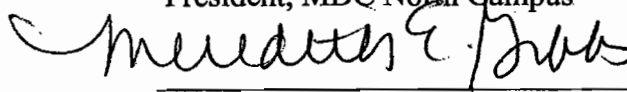
DATE


ATTORNEY FOR
MIAMI-DADE COUNTY

By: _____
DEPUTY CLERK

MIAMI DADE COLLEGE

By: 
Dr. Jose A. Vicente
President, MDC North Campus


Dr. Meredith Gibbs
Provost of Operations

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

By: _____
George M. Burgess
COUNTY MANAGER