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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

MEMORANDUM

Agenda Item No. 8(I)(1)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: March 4, 2014

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

SUBJECT: Resolution authorizing execution of agreements between the State of Florida, Office of the Attorney General and Miami-Dade County, through the Miami-Dade Police Department, for the purpose of conducting crime prevention training
Resolution No. R-218-14

The accompanying resolution was prepared by the Miami-Dade Police Department and placed on the agenda at the request of Prime Sponsor Commissioner Sally A. Heyman.

R. A. Cuevas, Jr.
County Attorney

RAC/smm

Memorandum

MIAMI-DADE COUNTY

DATE: March 4, 2014

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

FROM: Carlos A. Gimenez
Mayor

SUBJECT: Resolution Authorizing Execution of Agreements between the State of Florida, Office of the Attorney General and Miami-Dade County

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Recommendation
It is recommended that the Board of County Commissioners approve the attached resolution authorizing the County Mayor or County Mayor's designee to execute agreements between the State of Florida, Office of the Attorney General and Miami-Dade County, through the Miami-Dade Police Department, for the purpose of conducting crime prevention training.

Scope
The agreements will provide crime prevention training to sworn personnel of the Miami-Dade Police Department and regional law enforcement partners.

Fiscal Impact/Funding Source
There is no fiscal impact to the County. The cost of each crime prevention course is $11,500. Under this specific agreement, three (3) courses will be conducted for a total of $34,500. Funds are allocated for training across the State via regions by the Florida Department of Law Enforcement. These funds are administered by Miami-Dade College for the local region, Region XIV. The involvement of the Miami-Dade Police Department is as the Region XIV sponsor of this training program via the Department's Miami-Dade Public Safety Training Institute. To secure regional funding, the enrollment for each course will include Miami-Dade Police Department sworn personnel and personnel from other Region XIV law enforcement agencies.

Track Record/Monitor
The entity involved is the Miami-Dade Public Safety Training Institute of the Miami-Dade Police Department. Raul Ubieta, Major of the Training Institute, will track and monitor the agreement.

Background
The crime prevention training is provided by the Office of the Attorney General via the Florida Crime Prevention Training Institute. The purpose of these courses is to provide crime prevention and other training to law enforcement in Florida. The training is specifically designed for crime prevention and community oriented policing officers to provide the skills necessary to deliver comprehensive and standardized crime prevention services and programs to Florida's residential population and commercial industry. Officers who successfully complete the program (three courses which include Basic, Residential and Commercial Crime Prevention) achieve the highly respected designation as a Florida Crime Prevention Practitioner. In addition to the training requirements for this designation, the Florida Crime Prevention Training Institute provides other kinds of crime prevention training. The resolution will provide for agreements to conduct the training in the current year, and in the future, so that sworn may continue to be trained, for both the Miami-Dade Police Department and law enforcement agencies across the Region. Through these agreements, the Miami-Dade Police Department will be able to

continue important and necessary law enforcement training which will enhance the public safety of this community.

Genaro "Chip" Iglesias
Deputy Mayor

MEMORANDUM
(Revised)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: March 4, 2014

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

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

Please note any items checked.

_____ **"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**

_____ **Ordinance creating a new board requires detailed County Mayor's report for public hearing**

_____ **No committee review**

_____ **Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous _____) to approve**

_____ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(I)(1)
3-4-14

RESOLUTION NO. R-218-14

RESOLUTION AUTHORIZING EXECUTION OF AGREEMENTS BETWEEN THE STATE OF FLORIDA, OFFICE OF THE ATTORNEY GENERAL AND MIAMI-DADE COUNTY, THROUGH THE MIAMI-DADE POLICE DEPARTMENT, FOR THE PURPOSE OF CONDUCTING CRIME PREVENTION TRAINING SPONSORED BY THE MIAMI-DADE PUBLIC SAFETY TRAINING INSTITUTE OF THE MIAMI-DADE POLICE DEPARTMENT AS THE REGION XIV TRAINING INSTITUTION; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE ACTION TO EXECUTE AMENDMENTS, MODIFICATIONS, RENEWALS, AND EXTENSIONS, TO EXERCISE THE CANCELLATION PROVISIONS AND TERMINATION CLAUSES CONTAINED THEREIN

WHEREAS, the Office of the Attorney General provides crime prevention training to Florida's law enforcement, providing officers who successfully complete the program with the highly respected designation as a Florida Crime Prevention Practitioner; and

WHEREAS, the training is designed for crime prevention and community oriented policing officers to provide the skills necessary to deliver comprehensive crime prevention programs to law enforcement in Florida; and

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 is in the best interest of Miami-Dade County to approve the execution of agreements between the State of Florida, Office of the Attorney General and Miami-Dade County, through the Miami-Dade Police Department, in substantially the form attached hereto and made a part hereof, and

authorizes the County Mayor or County Mayor's designee to execute agreements for and on behalf of Miami-Dade County, and to execute any amendments, modifications, renewals, and extensions of same, to exercise the cancellation provisions contained in the memoranda of understanding, and termination clauses of any contracts and agreements on behalf of Miami-Dade County, Florida.

The foregoing resolution was offered by Commissioner **Dennis C. Moss**, who moved its adoption. The motion was seconded by Commissioner **José "Pepe" Diaz** and upon being put to a vote, the vote was as follows:

Rebeca Sosa, Chairwoman			**aye**
Lynda Bell, Vice Chair			**absent**
Bruno A. Barreiro	**aye**	Esteban L. Bovo, Jr.	**aye**
Jose "Pepe" Diaz	**aye**	Audrey M. Edmonson	**absent**
Sally A. Heyman	**absent**	Barbara J. Jordan	**aye**
Jean Monestime	**aye**	Dennis C. Moss	**aye**
Sen. Javier D. Souto	**aye**	Xavier L. Suarez	**aye**
Juan C. Zapata	**absent**		

The Chairperson thereupon declared the resolution duly passed and adopted this 4th day of March, 2014. 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: ***Christopher Agrippa***
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Ben Simon

AGREEMENT BETWEEN
THE STATE OF FLORIDA
OFFICE OF THE ATTORNEY GENERAL

AND

MIAMI-DADE COUNTY

This AGREEMENT is entered into in the City of Tallahassee, Leon County, Florida, between the State of Florida, Office of the Attorney General (OAG), Florida Crime Prevention Training Institute (FCPTI), with headquarters located in PL-01, The Capitol, Tallahassee, Florida 32399-1050, and Miami-Dade County, by and through its department, the Miami-Dade Police Department, located at 9105 NW 25th Street, Doral, Florida 33172 (AGENCY).

1. ENGAGEMENT OF THE OAG: The AGENCY agrees to engage the OAG to provide the services described as follows.

2. SCOPE OF SERVICES: The OAG agrees to provide Basic Crime Prevention training as described in Attachment A to this AGREEMENT, which is hereby incorporated by reference.

3. TIME OF PERFORMANCE: This AGREEMENT shall become effective upon signature and terminate March 31, 2014.

4. PAYMENT: Upon execution of the agreement, the AGENCY, at the completion of the course, shall within a thirty (30) day period make payment to the OAG for that segment as outlined in attachment "A", Section II, course costs.

5. AVAILABILITY OF FUNDS: If the terms of this AGREEMENT, including payment, extend beyond the current fiscal year, it is agreed that the performance and obligation to pay under this AGREEMENT are contingent upon an annual appropriation by the Legislature, in accordance with Section 287.0582, Florida Statutes.

6. DOCUMENTATION: The OAG shall maintain a file, available for inspection by the AGENCY, containing documentation of all services provided in connection with this AGREEMENT. The file shall be maintained for a period of three years after completion of services rendered.

7. PUBLIC RECORDS: Unless specifically exempted by law, all documents, or other records made or received by the OAG in conjunction with this AGREEMENT are public records available for inspection by the public in accordance with Section 119.07, Florida Statutes.

8. ENTIRE AGREEMENT AND AMENDMENTS: This AGREEMENT represents the entire AGREEMENT of the parties and supersedes all previous communications on this subject, either oral or written, between the parties. Any changes to or waivers of this AGREEMENT shall only be valid when they are written and signed by the parties.

9. TERMINATION: Either party may unilaterally terminate this AGREEMENT without penalty by giving 30 days written notice, by registered mail, specifying the effective date of such termination; or with the agreement of the parties, it may be terminated upon written notice on an agreed date without penalty. If this AGREEMENT is terminated for any reason, all finished or unfinished documents and

other work products prepared by or for the AGENCY under this AGREEMENT shall be made available to and for the exclusive use of the OAG. Any services already performed shall be reimbursed at the agreed upon rate.

10. ADMINISTRATION OF AGREEMENT: The provisions of this AGREEMENT shall be administered by the OAG and shall be under the immediate supervision of Edward Upthegrove, Bureau of Criminal Justice Programs, who shall be responsible for keeping the OAG and the AGENCY informed of the status of its performance. The AGENCY's Administrator is Yolanda Fields, Miami-Dade Police Department.

11. NONDISCRIMINATION: No person, on the grounds of race, creed, color, national origin, age, sex, or handicap, shall be excluded from participation in; be denied proceeds or benefits of; or be otherwise subjected to discrimination in performance of this AGREEMENT as proscribed by all applicable state and federal laws and regulations. In addition, the AGENCY agrees to comply with all provisions of the Americans with Disabilities Act.

IN WITNESS WHEREOF, the Office of the Attorney General and the Miami-Dade County have executed this AGREEMENT.

John L. Hamilton
Director of Administration
Office of the Attorney General

1-13-14
Date

MIAMI DADE COUNTY

Carlos A. Gimenez, Mayor
Miami-Dade County

MIAMI-DADE POLICE DEPARTMENT

J. D. Patterson, Director
Miami-Dade Police Department

1/17/14
Date

41-50-2-302001-41100400-00
AG SAMAS Number

ATTACHMENT A

Office of the Attorney General
Florida Crime Prevention Training Institute

BASIC CRIME PREVENTION
COURSE
TRAINING PROPOSAL
October 4, 2013

This proposal is submitted pursuant to a request for training submitted by the Miami-Dade Police Department. The purpose is to coordinate the Basic Crime Prevention course. The proposal is offered through the Florida Crime Prevention Training Institute (FCPTI) under the following provisions:

SECTION I.
FCPTI RESPONSIBILITIES

FCPTI agrees to provide the following crime prevention course:

Basic Crime Prevention
January 6-10, 2014

Description
Basic Crime Prevention provides students with practical information on how to develop, implement and maintain a crime prevention program. This course is designed for crime prevention officers, community oriented policing officers and security professionals. During the five-day (40-hour) course, participants receive instruction and information on the history of crime prevention, liability in crime prevention, homeland security programs, public speaking, media relations, crimes against the elderly, sexual assault programs, youth crime prevention. telemarketing fraud and scams, grant writing and marketing programs.

*This course is one of three courses necessary for the Florida Crime Prevention Practitioner designation.

Staff
FCPTI will provide one staff member to develop course curriculum and materials; provide subject matter experts; coordinate class sessions on-site; monitor instructors for adherence to course objectives; ensure student attendance and participation in practical exercises; administer a course examination; compile test scores; and provide certificates of completion for the course.

Reference Materials
FCPTI will develop a reference manual which reflects the material content of each of the courses. The manuals will be developed, printed, and distributed to each participant to be used as a guide during each course and as a reference after the training program is complete.

SECTION II.

MIAMI-DADE POLICE DEPARTMENT RESPONSIBILITIES

The Miami-Dade Police Department will provide the following support:

Location, Classroom Space, and Equipment
In consultation with the FCPTI, the Miami-Dade Police Department will provide classroom space to accommodate fifty (50) course participants. In addition, the Miami-Dade Police Department will provide all necessary audio-visual equipment such as LCD Projector, VCR/Monitor Units, screen, flip charts and stands. A list of equipment needed each day will be provided to the Miami-Dade Police Department in advance by FCPTI.

Local Support
The Miami-Dade Police Department will coordinate with FCPTI staff to locate, contact and schedule volunteer local businesses and residences for off-site practical exercises that will be conducted during the course.

Participant Selection
The Miami-Dade Police Department will identify course participants. Priority in selection will be given to sworn law enforcement officers actively in crime prevention or community policing programs. Once these priorities have been met, remaining slots may be made available to non-sworn law enforcement personnel and to lay citizens. A maximum number of fifty (50) participants will be selected by the Miami-Dade Police Department to participate in each course.

At least two weeks prior to the beginning date for the course, the Miami-Dade Police Department will provide a list of registered participants to the FCPTI. The list will include each participant's name as it is to appear on the certificate, participant's last four digits of their social security number, agency name, agency address, agency telephone number, e-mail address and whether the participant is a sworn law enforcement officer.

Course Costs
The Miami-Dade Police Department agrees to pay FCPTI the total amount for the course within thirty (30) days after the completion of the course as outlined below. Course costs include expenses for instructors, reference materials, supplies, and FCPTI staff and administration for the course as follows:

Basic Crime Prevention Course	$11,500.00
Total Cost:	**$11,500.00**