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

MEMORANDUM

Agenda Item No. 8(I)(1)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: March 8, 2016

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Resolution approving the terms and authorizing the County Mayor to execute the Consulting Services Agreement in an amount not to exceed $52,900.00 between the Florida International University and Miami-Dade County to conduct a crime prevention training program within Miami-Dade County known as the Police-Youth Community Dialogues; and authorizing the County Mayor to exercise the renewal and cancellation provisions and all other provisions contained therein

Resolution No. R-208-16

The accompanying resolution was prepared by the Miami-Dade Police Department and placed on the agenda at the request of Prime Sponsor Commissioner Barbara J. Jordan.

Abigail Price-Williams
County Attorney

APW/lmp

Memorandum

MIAMI-DADE COUNTY

DATE: March 8, 2016

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

FROM: Carlos A. Gimenez
Mayor

SUBJECT: Resolution Approving Terms and Authorizing Execution of a Consulting Service Agreement in the Amount of $52,900.00 between Miami-Dade County and Florida International University for Police-Youth Community

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Recommendation

It is recommended that the Board of County Commissioners (Board) approve the terms and authorize the County Mayor or County Mayor's to execute the Consulting Service Agreement (Agreement) between Florida International University (FIU) and Miami-Dade County to conduct the Police-Youth Community Dialogues training program. The Agreement for these training services is effective for a period of two (2) years from the date of the final signatory.

Scope

The Agreement is between FIU and Miami-Dade County through the Miami-Dade Police Department (MDPD). Training will be conducted with youth, to be selected by MDPD, from unincorporated Miami-Dade County neighborhoods and MDPD personnel from each of the seven (7) district stations.

Fiscal Impact/Funding Source

The cost of these services is budgeted in the amount of $52,900.00. The funding source for this Agreement is the MDPD Law Enforcement Trust Fund.

Track Record/Monitor

Raul Ubieta, Major of the MDPD Miami-Dade Public Safety Training Institute, will track and monitor this Agreement and related training program.

Delegation of Authority

The County Mayor or County Mayor's designee is authorized to execute the Agreement, renewals, and the termination provisions in accordance with the terms of the Agreement.

Background

MDPD has a long positive history of establishing strong relationships in the community through various crime prevention and community policing efforts, especially with our youth. This is evidenced by the Police Explorer Program, D.A.R.E. (Drug Abuse Resistance Education), Police Athletic League (PAL), and "Join a Team, Not A Gang Program," along with many other year-round crime prevention activities. An important benefit of these programs and services is that MDPD police officers continue to develop strong community relationships, especially with our youth, as often times these relationships may serve to enhance policing efforts.

The training services proposed in this Agreement are designed by FIU to strengthen relationships between community youth and our police officers, particularly, police officers who are currently enrolled in the police academy and who will be newly assigned to district communities. The primary

focus of this unique, first-time training program is to provide officers with a different perspective and skill set when interacting with our youth. It will also provide our youth with knowledge and different perspectives regarding our police officers. Having FIU staff moderate the discussions will encourage honest discussions. MDPD and FIU conducted a pilot version of this program and received strong positive feedback from both the MDPD officers and the youth.

The proposed training program is scheduled to commence with the MDPD Basic Law Enforcement (BLE) Class 112 and Certified Transitional Academy 1. MDPD will select youth from various local high schools, Miami-Dade County's Juvenile Service Department, Teen Court, and other appropriate organizations. The training program will consist of four (4) phases. Each phase has an identified curriculum objective with corresponding activities such as open discussion, role play, group problem solving, and other dialogue techniques to facilitate discussion. Each phase will include a pre and post survey and all sessions will be video recorded. The phases include:

- Phase 1 - Orientation
- Phase 2 - Who Are We?
- Phase 3 - Contemporary Issues, Issues on the Beat
- Phase 4 - Diagnosing the Problem and Finding Solutions

Phases 2, 3, and 4 will be conducted at each of the seven (7) police districts. Approximately 70 youth and 70 police officers will be participating in the proposed training, in groups of 10 officers and 10 youth.

Through the expert assistance of FIU, these Police-Youth Community Dialogues are intended to develop and improve communication between our community's youth and police officers, and to continue to strengthen our youth-police relationships.

Russell Benford
Deputy Mayor

MEMORANDUM

(Revised)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: March 8, 2016

FROM: Abigail Price-Williams
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

_____ Statement of social equity 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)
3-8-16

RESOLUTION NO. R-208-16

RESOLUTION APPROVING THE TERMS AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE CONSULTING SERVICES AGREEMENT IN AN AMOUNT NOT TO EXCEED $52,900.00 BETWEEN THE FLORIDA INTERNATIONAL UNIVERSITY AND MIAMI-DADE COUNTY TO CONDUCT A CRIME PREVENTION TRAINING PROGRAM WITHIN MIAMI-DADE COUNTY KNOWN AS THE POLICE-YOUTH COMMUNITY DIALOGUES; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE THE RENEWAL AND CANCELLATION PROVISIONS AND ALL OTHER 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 approves the terms and authorizes the execution by the County Mayor or County Mayor's designee of the Consulting Services Agreement in an amount not to exceed $52,900.00 between the Florida International University and Miami-Dade County to conduct a crime prevention training program known as the Police-Youth Community Dialogues within Miami-Dade County, in substantially the form attached hereto, and made a part hereof, and authorizes the County Mayor or County Mayor's designee to exercise the renewal and cancellation provisions and all other provisions contained in the Consulting Services Agreement as set forth therein, for and on behalf of Miami-Dade County.

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

Jean Monestime, Chairman **aye**
Esteban L. Bovo, Jr., Vice Chairman **absent**

Bruno A. Barreiro	**aye**	Daniella Levine Cava	**aye**
Jose "Pepe" Diaz	**aye**	Audrey M. Edmonson	**aye**
Sally A. Heyman	**aye**	Barbara J. Jordan	**aye**
Dennis C. Moss	**aye**	Rebeca Sosa	**absent**
Sen. Javier D. Souto	**aye**	Xavier L. Suarez	**aye**
Juan C. Zapata	**aye**		

The Chairperson thereupon declared the resolution duly passed and adopted this 8th day of March, 2016. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the 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. MP

Matthew Papkin

CONSULTING SERVICES AGREEMENT
BETWEEN
FLORIDA INTERNATIONAL UNIVERSITY AND
MIAMI-DADE COUNTY

This Consulting Services Agreement (CSA) is between **MIAMI-DADE COUNTY, by and through its department, the MIAMI-DADE POLICE DEPARTMENT (MDPD)**, located at 9105 N.W. 25th Street, Doral, Florida 33172, and **THE FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES, on behalf of its COLLEGE OF ARCHITECTURE COMMUNICATION ARTS DEPARTMENT ("FIU")**, 11200 SW 8th Street, Miami, Florida 33199, and collectively, ("the Parties"). The Parties agree to establish a partnership offering training programs through FIU's Police-Youth Community Dialogues in support of the MDPD.

I. PURPOSE OF THE POLICE-YOUTH COMMUNITY DIALOGUES

The Police-Youth Community Dialogues will be led by the Communication Arts Department as part of FIU *By Design*. This initiative arose from the need to promote a shared understanding between MDPD officers and community youth. The purpose of this kind of crime prevention training program is to: raise awareness of issues facing our community; and also, to build trust between the police and community members, particularly young people. Relationships between young people and police officers can sometimes be fraught with tension, with both sides questioning the others' intentions. Young people, who are in the process of finding their voice, often feel strongly about their right to assemble and to be heard, and these feelings can sometimes put them at odds with the police, who are tasked with maintaining order and protecting the public.

This training program recognizes that the MDPD has a long, positive history of establishing strong relationships in the community through various crime prevention and community policing

efforts. With this partnership between FIU and the MDPD for the Police-Youth Community Dialogues, the MDPD will continue its commitment and efforts to create new opportunities to strengthen relationships between the MDPD officers and community youth.

II. RESPONSIBLITIES OF MIAMI-DADE COUNTY AND THE MDPD:

A. Manage the registration process for MDPD employees participating in the Police-Youth Community Dialogues.

B. Provide FIU with suitable facilities for approximately twenty (20) people to participate in the training programs referenced in this CSA, to include complimentary use of the facility, complimentary audio and video support (e.g. projectors, screens, microphones) and flexible furniture enabling interactive exercises during the training programs.

C. Identify and recruit youth participants (10-12) from seven (7) MDPD districts who will participate in each community dialogue session with police officers.

III. RESPONSIBLITIES OF FIU Communication Arts Department:

A. Manage and coordinate all speakers, content, curriculum, training materials, flyers, and schedule related to the training program referenced in this CSA.

B. Conduct program evaluation and elicit feedback from participants for quality assurance and program improvement. Information collected will be provided, along with summary reports, within three weeks of the completion of each session's training to the MDPD.

C. Re-evaluate and redesign trainings to meet the MDPD's needs on an on-going, regular basis consistent with evaluation and feedback.

IV. Terms and Termination:

A. **Intellectual Property**. The MDPD agrees and understands that faculty has pre-existing obligations to assign, and has assigned to FIU, faculty's rights in intellectual property which arise or are derived from faculty's employment at FIU in accordance with FIU's regulations, policies and procedures on intellectual property, available at:

<http://policies.fiu.edu/browse.php?l=category&t=1&letter=I#IntellectualProperty>.

The MDPD has no rights by reason of this CSA in any publication, invention, discovery, improvement or other intellectual property, whether or not publishable, patentable, or copyrightable except as expressly provided herein. The MDPD further acknowledges that any inventions or copyrights developed by the faculty in connection with the services will be owned by FIU.

B. **Use of Name for Publicity**. Neither Party shall use the name of the other Party or of any faculty in any advertising or promotional material without the prior written approval of the other.

C. **Compliance with Law**. The Parties shall comply with all applicable federal, State, local laws and regulations and nothing in this CSA shall be construed to require either Party to violate such provisions of law or subject either Party to liability for adhering to such provisions of law.

D. **Independent Contractor**. FIU shall be deemed to be and shall be an independent contractor and, as such, FIU shall not be entitled to any benefits applicable to employees of Miami-Dade County. Neither Party is authorized or empowered to act as agent for the other for any purpose and shall not on behalf of the other enter

into any contract, warranty, or representation as to any matter. Neither shall be bound by the acts or conduct of the other.

E. **Indemnification.** Each party to this CSA agrees to assume responsibility for the acts, omissions, or conduct of such party's own employees while participating herein and pursuant to this CSA, subject to the provisions of Section 768.28, Florida Statutes, where applicable. "Assume Responsibility" shall mean incurring any and all costs associated with any suit, action, or claim for damages arising from the performance of this CSA.

F. **Non-Assignability.** Neither party shall assign any of the obligations or benefits of this CSA.

G. **Term.** This CSA shall become effective on the date of execution by all parties, and unless terminated or cancelled on an earlier date, will expire on September 30, 2017. This CSA may be formally renewed for a maximum of two (2) additional successive two (2) year terms.

H. **Termination.** This CSA may be terminated by either party with or without cause upon providing thirty (30) days written notice to the other party. Any outstanding payments due to FIU prior to the termination date, based on services already provided, shall be paid by the County. Termination will be at the discretion of the parties; in the case of Miami-Dade County, the Police Director and County Mayor or the Mayor's designee are authorized to terminate this CSA.

I. **Amendments.** As a first time training project, amendments may be necessary as a result of the evaluation and feedback from program participants, experience of the FIU, the County and other considerations directly related to the purpose of this

training program.

J. **Notices.** All notices required or permitted under this CSA shall be in writing and delivered by confirmed e-mail or certified mail, and in each instance shall be deemed given upon receipt. All communications shall be sent to the signatories below.

IN WITNESS WHEREOF, the Parties have signed this CSA, or caused it to be signed by their duly authorized representatives, as of the date written below:

THE FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES

_____

Elizabeth Bejar Date
Vice President Academic Affairs

_____

Brian Schriner, Dean Date
College of Architecture and the Arts

MIAMI-DADE COUNTY

_____

Carlos A. Gimenez, Mayor Date

_____

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

ATTACHMENT

SCOPE OF WORK

1. Training Program

The Sessions for this training listed below have been coordinated with the FY 2015-2016 Projected Basic Law Enforcement (BLE) Class Schedule starting with BLE 112 and Certified Transitional Academy 1 (CLA 1).

Phase-1: Orientation session and cultural awareness/sensitivity training will consist of one (1) session (approximately 50 officers) that is two hours (2) in duration and will consist of two components.

Orientation video:

- Introduction of Professor Antoine Hardy;
- Explain the spring 2016 dialogues & the Northside pilot study;
- Preview the phases of the dialogue, format, goals of the dialogue, and preview the survey;
- Officers involved in previous Police-Youth Community Dialogues will speak on their experience.

Cultural awareness/sensitivity training:

- Promote awareness, sensitivity, and respect through training in empathy;
- Emotional intelligence;
- How to read non-verbal messages and building good-will in everyday conversations among individuals of various cultural backgrounds.

Phase-2: Who are we? (Finding common ground/establishing rapport and identifying key issues)

This phase is necessary to build rapport, open up the lines of communication and identify and discuss the key issues of each district (topics based on survey results).

The focus of this phase is to build rapport, establish ground rules; and identify common ground and differences. Officers and youth will discuss their neighborhood experiences growing up, the impact or effect of stereotypes on both youth and police, identifying areas of empathy, locating areas of common ground and identifying key issues that impact police and youth in their neighborhood.

Format: Open-ended questions, role play, small group empathy exercises, topic deliberation and local case studies are employed to facilitate and inspire discussion.

Data gathering and assessment: Student facilitators and lead facilitator (Antoine Hardy) will distribute pre-test survey. Record (video and audio) and transcribe session comments for the summary report to be provided to the Miami-Dade Police

Department (MDPD) at the end of the sessions.

Phase-3: Contemporary issues/Issues on the beat

In this phase, the dialogues focus more on contemporary issues of police community involvement and more direct discussion of issues highlighted in the phase II meetings. The focus is to openly engage the national conversation about police and community and transition to a frank discussion about MDPD community relations. The dialogue will feature student's reactions and commentary on current events involving police nationwide, as well as asking officers questions about national and local incidents. Officers share firsthand knowledge about policing protests or community issues. Both sides will engage in open discussion about police tactics and practices in their neighborhoods. This session is a means of both community members and police educating each other on how they can better interact and solve community crime together.

Format: Open-ended questions, role play, topic deliberation and local case studies are employed to facilitate and inspire discussion. Former participants in the spring 2015 dialogues will also contribute to this particular session.

Data gathering and assessment: Lead facilitator and student facilitators will record (video and audio) and transcribe session comments for the summary report to be provided to the MDPD at the end of the sessions.

Phase-4: Diagnosing the problem and finding solutions

The final phase is focused on the group creating and offering concrete solutions police and neighborhoods can use moving forward. Key issues highlighted in earlier sessions will be addressed in this session. By Phase 4, with the group members more familiar with each other, the final discussion is focused solely on solutions and ideas to help the MDPD prevent a breakdown in community relations.

In the spring 2015 discussions, students and officers offered suggestions such as: ways to increase police visibility, communication approaches of police and youth, body cameras and need to improve neighborhood assistance to police.

Format: Open-ended questions, role play, topic deliberation, small group problem solving exercises, group collaboration, open deliberation, and dialogue techniques are employed to facilitate and inspire discussion.

Video interviews of participants.

Data gathering and assessment: Lead facilitator and student facilitators will administer post survey at end of session. Record (video and audio) and transcribe session comments for the summary report to be provided to the MDPD at the end of the sessions.

2. Survey Overview

Creation of an MDPD Community Policing and Relations Survey, a joint research project involving Florida International University, MDPD, and Miami-Dade County citizens.

The dual goals of this project are:

(1) To successfully implement a large scale comprehensive web-based community survey and assess the impact and efficacy of recent community policing initiatives; and

(2) To determine whether a web-based survey system can enhance the problem solving process, increase community engagement, and strengthen police-community relations.

Survey Areas:

1. Resident safety and areas that need police attention;
2. Community feelings of efficacy concerning neighborhood crime and community engagement with police programs;
3. Willingness to report crime and attitudes towards MDPD officers;
4. Residents beliefs and/or stereotypes about police, police protocol and officer behavior;
5. Areas for improving community and police relations.

3. Proposed Timeline

September

1. Identify goals and objectives of survey;
2. Develop research design;
3. Develop survey and questionnaire design;
4. Approve methods of contact for participants.

October

1. Pre-test pilot survey, approved by the MDPD for Northside District;
2. Identify population(s) & sample size.

Late October-Early November

1. Finalize sample size;
2. Promote survey;
3. Distribute pilot community survey pre-test & cover/welcome letter (web online and possible face to face distribution*).

December

1. Promote post survey;
2. Distribute post survey & cover/welcome letter.

January

1. Analyze and interpret results.

February

1. Finish Northside survey report;
2. Conduct power analysis to determine sample size and population for district wide survey.

March

1. Make any adjustments to survey before sent out to all districts;
2. Distribute Community Survey & cover/welcome Letter (web online and possible face to face distribution*).

March-May

1. Survey is available online.

May-June

1. Analyze results and develop final report (separate from sessions report).

4. **Budget**

Services	**Costs Per Training**	**Minimum Frequency**	**Total**
Phase-1: Orientation session and cultural awareness/sensitivity training One session (1 per district) that is two (2) hours in duration.	$2,100 X 2 For approximately 50 police officers	Twice a year	$4,200
Phase-2: Who are we (Finding common ground/establishing rapport and identifying key issues) Seven sessions (1 per district) that are two hours in duration.	$1,100 x 7 X 2 Sessions of approx. 10 students and 10 police officers	Twice a year	$15,400
Phase-3: Contemporary issues/Issues on the beat Seven sessions (1 per district) that are two hours in duration.	$1,100 x 7 X 2 Sessions of approximately 10 students and 10 police officers	Twice a year	$15,400
Phase-4: Diagnosing the problem and finding solutions Seven sessions (1 per district) that are two hours in duration.	$1,100 x 7 X 2 Sessions of approximately 10 students and 10 police officers	Twice a year	$15,400
Survey (Pre and post test questions; including design, administration, analysis, and final report.)		Once a year	$2,500
Total Budget:			**$52,900**

Note:

Each of the trainings include the following:

FIU Content Experts and Facilitators

1. A minimum of two (2) facilitators per training;
2. A minimum of one (1) facilitator per dialogue session;
3. Instructor expenses and travel;
4. Event logistics.

Curriculum designed specifically for the MDPD

1. Pre and post assessments;
2. Re-evaluation and redesign of trainings.