

MEMORANDUM

Agenda Item No. 8(B)(1)

TO: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

DATE: May 3, 2022

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving the Affiliation Agreement for Educational Services for school years 2021-22, 2022-23 and 2023-24 with Miami-Dade County Public Schools' Miami Lakes Technical College for the provision of academic and career-technical education for inmates; authorizing the County Mayor to execute same for and on behalf of Miami-Dade County, to execute any necessary amendments, and to exercise the extension, cancellation, and indemnification provisions contained therein

The accompanying resolution was prepared by the Corrections and Rehabilitation Department and placed on the agenda at the request of Prime Sponsor Commissioner Sally A. Heyman.



Geri Bonzon-Keenan
County Attorney

GBK/jp

Memorandum



Date: May 3, 2022

To: Honorable Chairman Jose "Pepe" Diaz
Members, Board of County Commissioners

From: Daniella Levine Cava
Mayor *Daniella Levine Cava*

Subject: Resolution Authorizing Execution of an Affiliation Agreement for Educational Services for School Years 2021/22, 2022/23 and 2023/2024 with the Miami-Dade County Public Schools' Miami Lakes Technical College for the Provision of Academic Education and Career/Technical Education for Inmates in the Miami-Dade Corrections and Rehabilitation Department

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the attached resolution authorizing the County Mayor or County Mayor's designee to execute the attached Affiliation Agreement for Educational Services (Agreement) with the Miami-Dade County Public Schools' (MDCPS) Miami Lakes Technical College and Miami-Dade County. The Agreement includes provisions for career-technical and academic education for inmates incarcerated in the detention facilities operated by the Miami-Dade Corrections and Rehabilitation Department (MDCR). The term of the Agreement shall be from January 1, 2022 to June 30, 2024. Finally, it is recommended that the Board authorize the County Mayor or the County Mayor's designee to execute any necessary amendments, and to exercise the extension, indemnification and termination provisions contained in the Agreement.

Scope

The impact of this item is countywide.

Fiscal Impact/Funding Source

Funding for the provision of educational services shall be provided under this contract by the South Florida Workforce Investment Board (SFWIB) d/b/a CareerSource South Florida as indicated in Attachment 1.

Delegation of Authority

Upon approval by the Board, the County Mayor or the County Mayor's designee will have the authority to execute the Agreement, for and on behalf of the County, to execute any necessary amendments, and to exercise the extension, indemnification and termination provisions contained in the Agreement.

Track Record/Monitor

The Agreement will be monitored by Joel Botner, Commander of the Reentry and Program Services Bureau in MDCR.

Background

MDCR and MDCPS, in collaboration with SFWIB, are committed to providing career-technical and academic education coursework to rehabilitate adult inmates, giving them the necessary skills to provide a smooth transition into society and consequently reduce recidivism. Miami Lakes Technical College will provide various courses including Commercial Driver's License (CDL); Automotive Service Technology; and Heating, Ventilation, Air Conditioning (HVAC) training courses to eligible inmates. These courses require significant in-class training hours which in the past has prevented MDCR's ability of offering these courses to inmates. SFWIB will continue funding of eligible participating inmates enrolled in these courses after their release. This will allow for a continuum of technical education that will promote their successful return to the community.

Since 1987, MDCR has benefited from a longstanding, cooperative relationship with MDCPS for programs in the area general, special, and technical education. Educational services for juvenile inmates in grades 6 through 12, under the age of 18, and special education to students between the ages of 18-22 are provided by MDCPS through an Affiliating Agreement which was authorized by R-723-19 and is reimbursed by the State of Florida. Other career-technical and academic education coursework such as General Education Diploma, Adult Basic Education, English as a Second Language, Environmental Services and Cosmetology are provided to adult inmates by MDCPS' Lindsey Hopkins Technical College through an Affiliating Agreement which was authorized by R-625-20 and funded by the Inmate Welfare Fund. Through the programs, inmates throughout MDCR facilities receive specific training in career-technical education courses, adult basic education, or general educational development, in accordance with the criteria set by the State of Florida and provided by the MDCPS.

In order to comply with COVID-19 guidelines the enrollment of students will be limited. Students will be spaced 6 feet apart; the students and teachers will be required to wear mask and undergo temperature screening.




J.D. Patterson
Chief Public Safety Officer



MEMORANDUM
(Revised)

TO: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

DATE: May 3, 2022

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(B)(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 present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____) 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(B)(1)
5-3-22

RESOLUTION NO. _____

RESOLUTION APPROVING THE AFFILIATION AGREEMENT FOR EDUCATIONAL SERVICES FOR SCHOOL YEARS 2021-22, 2022-23 AND 2023-24 WITH MIAMI-DADE COUNTY PUBLIC SCHOOLS' MIAMI LAKES TECHNICAL COLLEGE FOR THE PROVISION OF ACADEMIC AND CAREER-TECHNICAL EDUCATION FOR INMATES; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SAME FOR AND ON BEHALF OF MIAMI-DADE COUNTY, TO EXECUTE ANY NECESSARY AMENDMENTS, AND TO EXERCISE THE EXTENSION, CANCELLATION, AND INDEMNIFICATION 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 an Affiliation Agreement for Educational Services (Agreement) between Miami-Dade County Public Schools' Miami Lakes Technical College and Miami-Dade County, through the Miami-Dade Corrections and Rehabilitation Department in substantially the form attached hereto and made a part hereof, for each school year for 2021-22, 2022-23 and 2023-24, and to be funded by South Florida Workforce Investment Board (SFWIB) d/b/a CareerSource South Florida, for the provision of career-technical education courses at various facilities of the Miami-Dade Corrections and Rehabilitation Department. The Board further authorizes the County Mayor or County Mayor's designee to execute the Agreement for and on behalf of Miami-Dade County, to execute any necessary amendments, and to exercise the extension, cancellation, and indemnification provisions contained therein.

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:

- | | |
|---------------------------------------|------------------------|
| Jose "Pepe" Diaz, Chairman | |
| Oliver G. Gilbert, III, Vice-Chairman | |
| Sen. René García | Keon Hardemon |
| Sally A. Heyman | Danielle Cohen Higgins |
| Eileen Higgins | Joe A. Martinez |
| Kionne L. McGhee | Jean Monestime |
| Raquel A. Regalado | Rebeca Sosa |
| Sen. Javier D. Souto | |

The Chairperson thereupon declared this resolution duly passed and adopted this 3rd day of May, 2022. 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: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.



Anita Viciano Zapata

DESCRIPTION OF WHAT THE CENTER WILL PROVIDE

(See Section 1 of Attachment which is attached hereto and incorporated herein by reference.)

DESCRIPTION OF WHAT THE ORGANIZATION WILL PROVIDE

(See Section 2 of Attachment which is attached hereto and incorporated herein by reference.)

As applicable, Organization shall obtain a signed Obligations of Activity Participants Waiver, Release & Hold Harmless COVID-19 and Voluntary Third-Party Extracurricular Activities Summer and School Year, attached hereto and incorporated herein, from all participants.

If Organization provides services on Campus, Organization shall complete a Facilities Usage Agreement, available at <http://financialaffairs.dadeschools.net/#!/fullWidth/1667> and provide a copy of the executed Facilities Usage Agreement to the school site principal prior to beginning performance.

If Organization provides childcare services, including but not limited to before and after-school childcare, Organization shall complete the Department of Children and Families (DCF) licensing questionnaire, available at <https://www.myflfamilies.com/service-programs/child-care/child-care-licensure.shtml>, and provide the school site principal with a copy of DCF's response notifying the Organization of its need (or exemption) for a DCF childcare license prior to beginning performance.

CANCELLATION

This agreement may be terminated by either party by giving thirty (30) days written notice to the other party. In the event that a danger to student health, safety or welfare exists, at the sole discretion of the School Board, this contractual agreement will be terminated immediately.

INDEMNIFICATION

To the fullest extent permitted by law, the Organization shall indemnify, hold harmless, and defend the School Board, and its employees ("Indemnitees") from and against all claims, liabilities, damages, and losses, arising out of, resulting from or incidental to Organization's performance under this Agreement or to the extent caused by negligence, recklessness, or intentional wrongful conduct of the Organization or other persons employed or utilized by the Organization in the performance of this Agreement. The remedy provided to the Indemnitees by this indemnification shall be in addition to and not in lieu of any other remedy available under the Agreement or otherwise. This indemnification obligation shall not be diminished or limited in any way by any insurance maintained pursuant to the Agreement otherwise available to the Organization. The provisions of this Section are intended to require the Organization to furnish the greatest amount of indemnification allowed under Florida law. To the extent any indemnification requirement contained in this Agreement is deemed to be in violation of any law, that provision shall be deemed modified so that the Organization shall be required to furnish the greatest level of indemnification to the Indemnitees as was intended by the parties hereto. Failure to honor a request by the School Board for complete indemnification constitutes a material breach of this Agreement and may result in immediate termination of not only this Agreement, but any and all other Agreements that the parties may have together, at the sole option of the School Board. 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.

GOVERNING LAW & VENUE

This agreement shall be construed in accordance with the laws of the State of Florida. Any dispute with respect to this agreement is subject to the laws of Florida, venue in Miami-Dade County. Each party shall be responsible for its own attorney's fees and costs incurred as a result of any action or proceeding under this agreement.

REGULATIONS & ORDINANCES

The Organization shall comply with all applicable laws, ordinances, codes, policies, rules and regulations of the United States Center for Disease Control and Prevention, School Board, Federal, State, and Local governments for performance of any services under this Agreement. The Organization shall be fully and completely responsible for ensuring full and complete compliance with all Center for Disease Control, Federal, State, and Local regulations regarding the novel coronavirus known as COVID-19 and related conditions as may be amended from time to time.

FORCE MAJEURE

If, as a result of an act of force majeure, including without limitation, an act of God, war, internal unrest and upheaval, hurricane or natural disaster, hurricane warning or hurricane watch issued by the US National Weather Service, tropical storm watch or tropical storm warning issued by the US National Weather Service, riot, labor dispute, strike, threat thereof, intervention of a government agency or instrumentality, pandemic, epidemic, public health emergency, local, state or national emergency declarations, or other occurrence beyond the reasonable control of either Party, either School Board or Organization is hindered in performing its obligations hereunder or is thereby rendered unable to perform its obligation hereunder, then, in such event, that Party shall have the right, upon notifying the other of the occurrence of force majeure as herein defined, to suspend or postpone performance of the activity until the event of the force majeure has passed. In the event that either Party is unable to perform for a period in excess of six (6) months at any time after the commencement date of this Agreement, the other Party may, at its option terminate the Agreement. In the case that conditions improve and warrant the resumption of activities and deployment of services, School Board and Organization would have at least one (1) month to coordinate the resumption of activities per this Agreement and/or will collaborate together to prepare a contingency plan to ensure continuity of services.

CONFIDENTIALITY OF STUDENT RECORDS

Organization understands and agrees that it is subject to all School Board policies relating to the confidentiality of student information. Organization acknowledges and agrees to comply with the Family Educational Rights and Privacy Act ("FERPA") and all state and federal laws relating to the confidentiality of student records.

ACCESS TO RECORDS/FLORIDA'S PUBLIC RECORDS LAWS

Organization understands the broad nature of these laws and agrees to comply with Florida's Public Records Laws and laws relating to records retention. The Organization shall keep and maintain public records required by the School Board to perform the service. The Organization shall keep records to show its compliance with program requirements. Organizations and subcontractors must make available, upon request of the School Board, a Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, any books, documents, papers, and records of the Organization which are directly pertinent to this specific Agreement for the purpose of making audit, examination, excerpts, and transcriptions. Upon request from the School Board's custodian of public records, provide the School Board

with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law. Organization shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Organization does not transfer the records to the public agency. The Organization shall retain all records for five (5) years after final payment is made or received and all pending matters are completed pursuant to Title 34, Sections 80.36(b)(1). Upon completion of the contract, transfer, at no cost, to the School Board all public records in possession of the Organization or keep and maintain public records required by the School Board to perform the service. If the Organization transfers all public records to the School Board upon completion of the contract, the Organization shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Organization keeps and maintains public records upon completion of the contract, the Organization shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School Board, upon request from the School Board's custodian of public records, in a format that is compatible with the information technology systems of the School Board.

IF THE ORGANIZATION HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-995-1128, pr@dadeschools.net, and 1450 NE 2 Avenue, Miami, Florida 33132.

BACKGROUND SCREENING

In accordance with the requirements of §1012.465, §1012.32 and §1012.467, Florida Statutes, and School Board Policies 8475, 1121.01, 3121.01 and 4121.01 as amended from time to time Organization agrees that Organization and all of its employees who provide or may provide services under this Contract will complete criminal history checks, and all background screening requirements, including level 2 screening requirements as outlined in the above-referenced statutes and School Board Policies prior to providing services to The School Board of Miami-Dade County.

Additionally, Organization agrees that each of its employees, representatives, agents, subcontractors or suppliers who is permitted access on school grounds when students are present, who has direct contact with students must meet level 2 screening requirements as described in the above-referenced statutes and School Board Policies.

A Non-Instructional Contractor who is exempt from the screening requirements set forth in §1012.465, §1012.468 or §1012.467, Florida Statutes, is subject to a search of his or her name or other identifying information against the registration information regarding sexual predators and sexual offenders maintained by the Department of Law Enforcement under §943.043 and the national sex offender public registry maintained by the United States Department of Justice.

Further, upon obtaining clearance by School Board, Organization shall obtain a Florida Public Schools Contractor badge, which shall be worn by the individual at all times while on School Board property when students are present.

Organization 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 Florida Public Schools Contractor badge. Organization agrees to require all its affected employees to sign a statement, as a condition of employment with Organization 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 Organization/Employer of any arrest(s) or conviction(s) of any offense enumerated in School Board Policies 8475, 1121.01, 3121.01 and 4121.01 within 48 hours of its occurrence. Organization agrees to provide the School Board with a list of all its employees who have completed background screening as required by the above-referenced statutes and who meet the statutory requirements contained therein. Organization 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. Organization further agrees to notify the School 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 Organization to notify the School Board of such arrest or conviction within 48 hours of being put on notice and within five (5) business days of the occurrence of qualifying arrest or conviction, shall constitute grounds for immediate termination of this Agreement.

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

INSURANCE

If the Affiliating Agreement is for Educational Services at On-Campus Locations, prior to commencing the services under this agreement, the Organization shall obtain and maintain without interruption Commercial General Liability Insurance with limits of no less than \$300,000 per occurrence. If the Organization provides transportation services of students under this agreement, the Organization shall obtain and maintain without interruption Automobile Liability Insurance with limits of no less than \$300,000 combined single limit. "The School Board of Miami-Dade County, Florida" shall be shown as certificate holder and additional insured with regard to the liability insurance. As evidence of the insurance coverage, the Organization shall furnish a fully completed certificate of insurance signed by an authorized representative of the insurance company providing such coverage. The evidence of insurance shall provide that the Board be given no less than thirty (30) days written notice prior to cancellation. The Notice of Cancellation shall be by Endorsement in the policies. Until such time as the insurance is no longer required to be maintained by the Organization, the Organization shall provide the Board with renewal or replacement evidence of the insurance no less than thirty (30) days before the expiration or termination of the insurance for which previous evidence of insurance has been provided. If the Organization is a state agency or subdivision as defined by section 768.28, Florida Statutes, the Organization shall furnish, upon request, written verification of the liability protection in accordance with section 768.28, Florida Statutes. If the Organization retains Student Data Organization shall maintain Cyber Liability insurance with limits of not less than \$1,000,000 for each wrongful act, and Liability for security or privacy breaches, including loss or unauthorized access to the Board's data; Costs associated with a privacy breach, including consumer notification, customer

support/crises management, and costs of providing credit monitoring services; Expenses related to regulatory compliance, government investigations, fines, fees assessments and penalties; Costs of restoring, updating or replacing data; Privacy liability losses connected to network security, privacy, and media liability “Insured versus insured” exclusion prohibited. The insurance provided by the Company shall apply on a primary basis. Any insurance, or self-insurance, maintained by the Board shall be excess of, and shall not contribute with, the insurance provided by the Organization.

Please provide updated certificates of insurance to:

Miami-Dade County Public Schools
Office of Risk and Benefits Management
P.O. Box 12241 Miami, FL 33101-2241

Organization Representative Signature

Date

Print Name

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA

Superintendent of Schools or Designee

Date

Chief Administrator/Region Director

Date

Principal/Originating Department

Date

Risk Management

Date

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

School Board Attorney

Date

ATTACHMENT TO AGREEMENT
BETWEEN
THE SCHOOL BOARD OF MIAMI-DADE COUNTY FLORIDA BY AND THROUGH
MIAMI-LAKES TECHNICAL COLLEGE

AND

MIAMI-DADE COUNTY, BY AND THROUGH, MIAMI-DADE
CORRECTIONS AND REHABILITATION DEPARTMENT

AND

SOUTH FLORIDA WORKFORCE INVESTMENT BOARD (SFWIB)
D/B/A CAREERSOURCE SOUTH FLORIDA

In Consideration of the Sum of Ten and No/100 (\$10.00) and other valuable considerations, the sufficiency of which is hereby acknowledge, the School Board and the Organization (collectively the "Parties") herby amend the referenced, Affiliating Agreement by adding the following provisions or amending same as provided for herein:

Section 1 – Center will provide

1. Provide Career/Technical educational courses (see attached school calendar), per trimester at the rate prescribed by §1009.22, Florida Statutes for the school year, (rates are subject to change when mandated by the school district and/or the State).
2. Funding will be provided by South Florida Workforce Investment Board (SFWIB) d/b/a CareerSource South Florida eligible participants while the inmate is incarcerated with MDCR and shall continue after their release.
3. Training of inmates in Career/Technical education courses, to include programs in the areas of Truck Driving CDL and any other areas as requested by Miami-Dade County/Corrections and Rehabilitation Department within the scope and regulations set by the Florida Department of Educations' curriculum frameworks and the ability of the school to provide them,
4. Educational instruction in accordance with §Florida Statutes, title XLVIII for the school year,
5. Monthly – itemized statements of students' enrollment to Miami-Dade County/Correction and Rehabilitation Department and additionally, the number of GED Diplomas and the number of career/technical certificates of completion earned.
6. Data on student progress in career/technical education and academic post-secondary educational programs. This will include certificates of competency and completion,
7. Supervision during instruction, and
8. Curriculum content and delivery,

- 8. Meetings with personnel from Miami-Dade County/Corrections and Rehabilitation Department on a quarterly basis to discuss program status and progress.

Section 2 – Organization will provide

- 1. Assure that School Board/M-LTC is provided appropriate classroom space and security,
- 2. The students necessary to start full classes with a minimum of twenty (20) students enrolled in academic/education programs. Enrollment in Career/Technical education classes will vary depending on eligible students and student/teacher ratio as recommended by the Florida Department of Education, Paper, pencil, labels, folders, books, and consumable supplies for specific career/technical classes, which are required to properly conduct the classes.

Miscellaneous

Any changes in schedules of services will be discussed between Center and Organization.

The parties have caused this Amendment to the Agreement to be executed by their officials thereunto dully authorized.

MIAMI-DADE COUNTY

_____	_____
J.D. Patterson	Date
Chief Public Safety Officer	

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA

_____	_____
Name	Date
Title	

SOUTH FLORIDA WORKFORCE INVESTMENT BOARD

_____	_____
Rick Beasley	Date
Executive Director, SFWIB	