

Memorandum



Date: December 12, 2023

To: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

From: Daniella Levine Cava
Mayor *Daniella Levine Cava*

Subject: Request for a Non-Competitive Designated Purchase for Additional Time and Expenditure Authority for Consultant Services for Consent Agreement and Settlement Agreement II

Agenda Item No. 8(B)(1)

Summary

This item is for the approval of additional time and expenditure authority under the contract for the Miami-Dade Corrections and Rehabilitation Department (MDCR) for consulting, training and related services to meet court established deadlines under the Consent Agreement and Settlement Agreement with the Department of Justice. The Consent and Settlement Agreements are closely monitored by the federal court and periodic status conferences are held. During the April 15, 2022, status conference, a federal judge ordered Miami-Dade County to achieve full compliance with five provisions in the Settlement Agreement and 11 in the Consent Agreement. To accelerate compliance in meeting the court established deadlines and avoid the imposition of sanctions that can include monetary fines, MDCR declared an emergency on April 25, 2022, by retaining GAR, Inc. to assist with these efforts. Additional time is necessary to comply with all remaining court mandated provisions.

Recommendation

It is recommended that the Board of County Commissioners (Board) approve this request for a non-competitive designated purchase to authorize additional time and expenditure authority to *Contract No. E-10235-1; Consultant Services for Consent Agreement and Settlement Agreement II* for MDCR. Approval is requested pursuant to Section 2-8.1(b)(3) of the Miami-Dade County Code, by a two-thirds vote of the Board members present to authorize \$250,000 in additional expenditure authority and eighteen months of additional time and approve Supplemental Agreement No. 3 in order to meet court established deadlines under the Consent Agreement and Settlement Agreement with the Department of Justice.

The County awarded this emergency contract under delegated authority on June 16, 2022, for a 17-month term to GAR, Inc for \$250,000. Subsequently, \$500,000 in additional expenditure authority was approved on December 1, 2022. The Board ratified the emergency contract via Resolution No. R-22-23 on January 17, 2023.

Competition is not practicable as the consultant has been providing services necessary to assist in vital projects necessary to reach compliance. The County will not require these services upon expiration of the contract. Accordingly, it is in the County's best interest to approve this designated purchase pursuant to Section 2-8.1(b)(3) of the Miami-Dade County Code to ensure continuity of consulting services for MDCR. Pursuant to Resolution R-391-17, while competition is not feasible, the contract contains all current Board mandated terms.

Scope

The impact of this item is countywide in nature.

Delegated Authority

If this item is approved, the County Mayor or the County Mayor's designee will have the authority to execute Supplemental Agreement No. 3, and exercise all provisions contained therein.

Fiscal Impact/Funding Source

The contract term expires on January 31, 2024, and has a current cumulative allocation of \$778,000 for 19 months. If this request is approved, the contract will have a modified cumulative allocation of \$1,028,000 and will expire on July 31, 2025. The requested increase in expenditure authority is based on the cost of the proposed 18-month extension and MDCR’s anticipated expenditures during the extension period. The additional expenditure for this year was approved by the Board as part of the fiscal year 2024 County budget.

Department	Existing Cumulative Allocation	Additional Allocation Requested	Modified Cumulative Allocation	Funding Source	Contract Manager
MDCR	\$778,000	\$250,000	\$1,028,000	General Fund	Alessandra Linares
Total	\$778,000	\$250,000	\$1,028,000		

Track Record/Monitor

Pearl Bethel of the Strategic Procurement Department (SPD) is the Procurement Contracting Manager.

Awarded Vendor

Vendor	Principal Address	Local Address	Principal
GAR, Inc.	7154 West State Street Suite 260 Boise, ID	None	Gary L. Raney

Due Diligence

Pursuant to Resolution No. R-187-12, due diligence was conducted in accordance with SPD’s Procurement Guidelines to determine contractor responsibility, including verifying corporate status and review of performance and compliance issues through various vendor responsibility lists and a keyword internet search. The lists referenced include convicted vendors, debarred vendors, delinquent contractors, suspended vendors, and federal excluded parties. There were no adverse findings relating to contractor responsibility.

Applicability of Ordinances and Contract Measures

- The two percent User Access Program applies.
- The Small Business Enterprise measures and Local Preference do not apply.
- The Living Wage does not apply.


 JD Patterson
 Interim Chief of Public Safety



MEMORANDUM
(Revised)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: December 12, 2023

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)
12-12-23

RESOLUTION NO. _____

RESOLUTION AUTHORIZING NON-COMPETITIVE DESIGNATED PURCHASE PURSUANT TO SECTION 2-8.1(B)(3) OF THE COUNTY CODE BY A TWO-THIRDS VOTE OF THE BOARD MEMBERS PRESENT; AUTHORIZING ADDITIONAL EXPENDITURE AUTHORITY IN AN AMOUNT NOT TO EXCEED \$250,000.00 FOR A TOTAL MODIFIED CONTRACT AMOUNT OF \$1,028,000.00 AND APPROVING SUPPLEMENTAL AGREEMENT NO. 3 TO EXTEND THE CONTRACT TERM BY 18 MONTHS FOR CONTRACT NO. E-10235-1 FOR CONSULTANT SERVICES FOR CONSENT AGREEMENT AND SETTLEMENT AGREEMENT II FOR THE MIAMI-DADE CORRECTIONS AND REHABILITATION DEPARTMENT; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE SUPPLEMENTAL AGREEMENT AND EXERCISE ALL 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:

Section 1. This Board finds it is in the best interest of Miami-Dade County to authorize a non-competitive designated purchase in an amount not to exceed \$250,000.00 for a total modified contract amount of \$1,028,000.00 and to approve Supplemental Agreement No. 3, in substantially the form attached hereto and made a part hereof, extending the contract term by 18 months for Contract No. E-10235-1 for Consultant Services for Consent Agreement and Settlement Agreement II for the Miami-Dade Corrections and Rehabilitation Department pursuant to section 2-8.1(b)(3) of the Code of Miami-Dade County, by a two-thirds vote of the Board members present.

Section 2. This Board authorizes the County Mayor or County Mayor's designee to execute Supplemental Agreement No. 3 and to exercise all provisions of the contract, including any cancellation or extension provisions, pursuant to section 2-8.1 of the County Code. A copy of the contract document is on file with and available upon request from the Strategic Procurement Department.

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:

Oliver G. Gilbert, III, Chairman	
Anthony Rodríguez, Vice Chairman	
Marleine Bastien	Juan Carlos Bermudez
Kevin Marino Cabrera	Sen. René García
Roberto J. Gonzalez	Keon Hardemon
Danielle Cohen Higgins	Eileen Higgins
Kionne L. McGhee	Raquel A. Regalado
Micky Steinberg	

The Chairperson thereupon declared this resolution duly passed and adopted this 12th day of December, 2023. 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

JUAN FERNANDEZ-BARQUIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Handwritten signature of Michael B. Valdes in black ink, consisting of the letters 'MIBV' in a stylized, cursive font, positioned above a horizontal line.

Michael B. Valdes

SUPPLEMENTAL AGREEMENT NO. 3

Contract Number: **E-10235-1**

Contract Title: **Consultant Services for Consent Agreement and Settlement Agreement II**

Contractor: **GAR, Inc.
7154 West State Street, Suite #260
Boise, Idaho 83714
Attention: Gary L. Raney**

In accordance with the above referenced Contract, this Supplemental Agreement, when properly executed, shall become part of the Contract effective February 1, 2024 and shall:

1. Amend Article 5, Contract Term by removing the strikethrough language and adding the underlined language, as shown below:

ARTICLE 5. CONTRACT TERM

The Contract shall become effective on the date indicated on the first page of this Agreement and shall be extended through ~~the last day of the seventeenth (17th) month following commencement of services~~ July 31, 2025. The County may extend this Contract for up to an additional one hundred-eighty (180) calendar days beyond the current Contract period and will notify the Contractor in writing of the extension. This Contract may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Contractor, upon approval by the Board of County Commissioners (the "Board") or its designee.

2. Appendix A, Scope of Services, Section 3, Project Objectives, H, Technical Assistance, has been deleted in its entirety and replaced as shown below:

H. Technical Assistance

- a) Serve as the Independent Director of Compliance for the MDCR, in accordance with the delegated authority provided by the Mayor, on matters relating to the county's compliance with the Consent and Settlement Agreements in United States of America v. Miami-Dade County, et al. (Case No. 13-21570-CIV-BLOOM) and monitor compliance and sustainability of all Settlement Agreement and Consent Agreement provisions that have not been sunsetted. Notify the Mayor and/or Director of all recommendations made and actions taken. Additionally, keep the Mayor and Director informed if any directives or recommendations are either not implemented, adopted or where

implementation is delayed.

- b) Provide other technical assistance including but not limited to reviewing policies, directives, and related documents, evaluating training and other overall systems as requested by the Director and making recommendations for improvement.

This shall be accomplished, as necessary, by:

- c) Reviewing the current operational practices and customs through personal observation, documentation and video review, interviews and conversations with staff, and any other sources, as needed to assess the safety and security of MDCR facilities and operations
- d) Provide feedback and written recommendations for improvement to the Director

In addition to the duties, powers, and responsibilities set forth In the Contract, as may be amended from time to time, including this scope of work, the Contractor shall have all the duties, powers, and responsibilities set forth in the Stipulated Order Regarding Appointment of Independent Jail Compliance Director ("Stipulated Order"), attached hereto as Exhibit A. To the extent that the terms of this Stipulated Order and the Contract or any other agreement between the parties expressly conflict, the terms of the Stipulated Order supersede the provisions in the Contract or any other agreement between the parties.

If, at any time, the federal court issues an order modifying the Contractor's expectations and duties, the court order shall supersede any sections of this agreement.

- 3. Replace Appendix B-1 (Revised), Payment Schedule with the attached Appendix B-2 to add additional funding in the amount of \$250,000 to cover the additional time from February 1, 2024 through July 31, 2025; and update the not-to-exceed amount of the total contract value from \$778,000 to \$1,028,000.

All other terms, covenants and conditions of the original Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Supplemental Agreement No. 3 to County Contract No. E-10235-1 for Consultant Services for Consent Agreement and Settlement Agreement II

Contractor

By: *Angela Raney*

Name: _____

Title: President

Date: 10/25/2023

Attest: Angela Raney
Corporate Secretary/Notary

Miami-Dade County

By: _____

Name: Daniella Levine Cava

Title: Mayor

Date: _____

Attest: _____

Juan Fernandez-Barquin
Clerk of the Court and Comptroller

Corporate Seal/Notary



Approved as to form
and legal sufficiency

Assistant County Attorney

Appendix B-2

Price Schedule

To cover services and materials provided from February 1, 2024 through July 31, 2025, and any applicable extension(s), as described in Supplemental Agreement No. 3, the Contractor will bill the County monthly, at an hourly rate as set forth in the table below, and compensation under this contract for the period described, including any reimbursable expenses, will not exceed a total of **\$250,000** for any singular project or combination of the projects based on the needs as identified by MDCR. The total invoiced amount shall not exceed the Contractor's hourly rates, and actual hours spent for services rendered towards the completion of the Scope of Services together with reimbursable expenses for any current work order. All invoices submitted to the County shall be itemized. It is acknowledged and agreed to by the Contractor that the dollar limitation set forth in this section is a limitation upon and describes the maximum extent of County's obligation to pay the Contractor but does not include a limitation upon the Contractor's duty to perform all services set forth in the Scope of Services for the total compensation in the amount of or less than the guaranteed maximum stated above. Any additional hours worked to complete a work order shall be performed without additional compensation until the completion of the assigned task.

Contractor's Hourly Rate

Description	Hourly Rate
1. Monitor Compliance with Consent and Settlement Agreement	\$325.00
2. Conduct review of operations to assess the safety and security of MDCR facilities and operations	Maximum
3. Provide Technical Assistance including review of policies and directives, evaluation of training and overall systems as requested by Department Director	
4. Subcontracting /Subconsultant Services	\$400.00 Maximum

Notes:

1. The Contractor's hourly rates shall be firm and fixed for the term of the Contract, including prices and rates proposed for any extension periods, and shall include all costs necessary to provide the services as described in Appendix A, Scope of Services, of this Contract including full compensation for labor and material but excluding statutorily allowable travel expenses which shall be reimbursed separately by the County as provided herein.
2. The above hourly rate shall include costs associated for providing the services and materials. The reimbursable travel expenses allowed will be in accordance with Florida Statutes 112.061 as referenced in Article 7.
3. Notwithstanding the compensation above, for additional services, the County reserves the right to negotiate scoping adjustments and the final pricing on a project-by-project basis on the priorities identified by the MDCR Project Manager. The cost will be based on the established hourly rate or lump cost of each project whichever may be in the County's best interest and with total compensation throughout the entire term of the contract, including the original contract term, any extensions, and any additional services, to not exceed **\$1,028,000**.
4. Miami-Dade County is exempt from all taxes (Federal, State and Local). Tax Exemption Certificate will be furnished upon request.