

MEMORANDUM

Agenda Item No. 8(I)(2)

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

DATE: November 19, 2020

FROM: Geri Bonzon-Keenan
Successor County Attorney

SUBJECT: Resolution retroactively authorizing the action of the County Mayor in executing an agreement for services between Miami Dade College and Miami-Dade County, by and through the Miami-Dade Police Department's Public Safety Training Institute, for the disbursement of Region XIV funding from the Florida Department of Law Enforcement's Criminal Justice Standards and Training Trust Fund, in an amount not to exceed \$263,631.00 for Fiscal Year 2020-2021

Resolution No. R-1194-20

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



Geri Bonzon-Keenan
Successor County Attorney

GBK/smm

Memorandum



Date: November 12, 2020

To: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

A blue ink signature of Carlos A. Gimenez, Mayor of Miami-Dade County, written over the name.

Subject: Resolution Retroactively Authorizing an Agreement for Services Between Miami Dade College and Miami-Dade County Through the Miami-Dade Public Safety Training Institute

Recommendation

It is recommended that the Miami-Dade County Board of County Commissioners (Board) retroactively authorize the action of the County Mayor or County Mayor's designee in executing an Agreement for Services (Agreement) between Miami Dade College (MDC) and Miami-Dade County (the County), by and through the Miami-Dade Police Department (MDPD) and its Public Safety Training Institute (MDPSTI), for the disbursement of Region XIV funding from the Florida Department of Law Enforcement's (FDLE) Criminal Justice Standards and Training Trust Fund (Trust Fund), in an amount not to exceed \$263,631.00 which will be used by the MDPD and the MDPSTI for officer training occurring between August 31, 2020 and June 3, 2001. Region XIV, as further described below, is comprised of the criminal justice agencies and Commission-certified training schools located within Miami-Dade and Monroe Counties.

Scope

These funds will support countywide services.

Delegation of Authority

The County Mayor or County Mayor's designee is retroactively authorized to execute an Agreement for Services between MDC and the County, by and through the MDPD's MDPSTI, for the disbursement of Region XIV funding from the Trust Fund.

Fiscal Impact/Funding Source

There is no negative impact to the County. The MDPSTI will receive up to \$263,631.00 in Region XIV Trust Fund monies, disbursed from MDC.

Track Record/Monitor

In order to ensure compliance with the terms of the contract, this agreement will be monitored by Major Carlos Gonzalez, of the MDPD's MDPSTI.

Background

The FDLE's Criminal Justice Standard and Training Commission (Commission) is an independent policymaking body that ensures all Florida's citizens are served by a qualified, well-trained, competent, and ethical law enforcement community. The 19-member Commission, comprised of criminal justice and community leaders, is responsible for establishing uniform minimum standards for the employment of criminal justice officers; establishing and maintaining officer training programs, curricula requirements, and the certification of training schools and training school instructors; conducting studies of compensation, education, and training for criminal justice officers; and developing, maintaining, and administering the State Officer Certification Examination. In order to ensure the Commission fulfills its responsibilities and

achieves its mission of ensuring all citizens of Florida are served by ethical, qualified, and well-trained criminal justice officers, the FDLE created the Trust Fund.

To effectively monitor the distribution and use of Trust Fund monies, the Commission created 16 regional training areas, comprised of criminal justice agencies and Commission-certified training schools. Region XIV is comprised of the criminal justice agencies and Commission-certified training schools located within Miami-Dade and Monroe Counties, which include the College of the Florida Keys Institute for Public Safety, MDC School of Justice, the MDPSTI, and the Miami Police Training Center. The MDC School of Justice, a public safety and educational training center, is the agency designated by the Commission to receive and distribute Trust Fund monies in Region XIV. The Agreement attached to the Resolution allows the MDC School of Justice to disburse Region XIV Trust Fund monies to the MDPSTI, in an amount not to exceed \$263,631.00. Region XIV Trust Fund monies received by the MDPSTI shall be used for officer training(s) occurring between August 31, 2020 and June 3, 2021.



Maurice L. Kemp
Deputy Mayor



MEMORANDUM

(Revised)

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

DATE: November 19, 2020

FROM: 
Geri Bonzon-Keenan
Successor County Attorney

SUBJECT: Agenda Item No. 8(I)(2)

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(I)(2)
11-19-20

RESOLUTION NO. _____ R-1194-20

RESOLUTION RETROACTIVELY AUTHORIZING THE ACTION OF THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE IN EXECUTING AN AGREEMENT FOR SERVICES BETWEEN MIAMI DADE COLLEGE AND MIAMI-DADE COUNTY, BY AND THROUGH THE MIAMI-DADE POLICE DEPARTMENT'S PUBLIC SAFETY TRAINING INSTITUTE, FOR THE DISBURSEMENT OF REGION XIV FUNDING FROM THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT'S CRIMINAL JUSTICE STANDARDS AND TRAINING TRUST FUND, IN AN AMOUNT NOT TO EXCEED \$263,631.00 FOR A TERM FROM AUGUST 31, 2020 TO JUNE 3, 2021

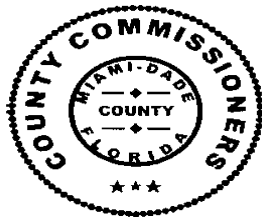
WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board retroactively authorizes the action of the County Mayor or the County Mayor's designee in executing the Agreement for Services between Miami Dade College and Miami-Dade County, by and through the Miami-Dade Police Department's Public Safety Training Institute, for the disbursement of Region XIV funding from the Florida Department of Law Enforcement's Criminal Justice Standards and Training Trust Fund, in an amount not to exceed \$263,631.00, for a term from August 31, 2020 to June 3, 2021.

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

	Rebeca Sosa, Vice Chairwoman	aye	
Jose "Pepe" Diaz	aye	Sen. René García	aye
Oliver G. Gilbert, III	aye	Keon Hardemon	aye
Sally A. Heyman	aye	Eileen Higgins	aye
Joe A. Martinez	aye	Kionne L. McGhee	aye
Jean Monestime	aye	Raquel A. Regalado	aye
Sen. Javier D. Souto	aye	District 8 - Vacant	vacant

The Chairperson thereupon declared this resolution duly passed and adopted this 19th day of November, 2020. 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

Melissa Adames

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Anita Viciano Zapata

**MIAMI DADE COLLEGE
AGREEMENT FOR SERVICES**

Requestor: Jovan Wint Phone: 7-1329 Requisition ID: _____

☒ Professional or Technical (companies or organizations) ☐ Professional Consultants (individuals) (Daily Rate required.)

THIS AGREEMENT is entered into as of 8/31/2020 by and between Miami Dade College,
(Date)

Miami Dade College hereinafter referred to as the COLLEGE,
(Name of department or area)

and Miami-Dade County by and through Miami Dade Public Safety Training Institute hereinafter referred to as the CONTRACTOR.
(Name of contracting company, organization, or individual) (MDC Supplier ID #)

WITNESSETH THAT: The CONTRACTOR shall begin performance of this agreement on 9/14/2020, and shall complete
(Date)
performance to the satisfaction of the COLLEGE no later than 6/30/2021. The CONTRACTOR certifies that he/she
(Date)

has read and understands the agreements and statements on both sides of this form. The COLLEGE and the CONTRACTOR do mutually agree that the CONTRACTOR shall furnish the following service to the COLLEGE, and that payment shall be made in accordance with the conditions of this agreement:

DESCRIPTION OF SERVICE & TRAVEL ARRANGEMENTS (for arrangements with CONTRACTOR where a daily rate is to be paid) (if applicable):

Daily rate _____ x number of days _____ = Total Maximum Payment \$0.00

Agreement to cover disbursements to Miami Dade Public Safety Training Institute for Region XIV courses for FY 2020-2021. This agreement is generated under the auspices of Florida Statute(FS) 943.25 (2), (3), and (4) and rule 11 B-18.003 (7) and 11 B-18.0052 (2) of the Florida Administrative Codes (FAC)

COST OF SERVICE - For the above-described service, the COLLEGE shall compensate the CONTRACTOR in an amount not to exceed \$ 263,631.00. This expense will be charged to DI15-602-5Y00346-350050-1000-65001000.
(Complete Charstring)

Are you, or is your business, certified by the State of Florida or other local jurisdiction as a Small Business Enterprise as defined by §288.703 (1), Florida Statutes? ☐ Yes ☒ No

Are you, or is your business, a minority business enterprise as defined by §288.703 (2), Florida Statutes? ☐ Yes ☒ No
If yes, please specify: _____
(i.e. race, ethnicity, gender or national origin)

Are you presently working for the College in either a full-time or part-time capacity? ☐ Yes ☒ No. Is District Board of Trustees approval required? ☐ Yes ☒ No. If yes, originator must attach a District Board of Trustees agenda item to this agreement.

SCHEDULE AND PROCEDURE FOR PAYMENT:

- ☐ CONTRACTOR shall submit one invoice for the total amount due at the conclusion of the agreement period.
☒ CONTRACTOR shall submit invoices periodically, relative to the amount of services provided, throughout the agreement period not to exceed the Total Cost of Service stated in this contract.
☐ Other (describe) _____

Note: An invoice must include receipts for expenses where applicable.

FOR CONTRACTOR USE ONLY

Name Miami-Dade County/Miami Dade Public Safety Training Institute Authorized Representative Carlos A. Gimenez/Alfredo Ramirez III
Tax ID # 596000573 Title Mayor/Director
Address 9601 NW 58th St Miami, FL 33178
Telephone No. (305) 715-5101
Contractor Signature / Date [Signature] 9/18/20

FOR MIAMI DADE COLLEGE USE ONLY

Originator Name Mr. Paul J. Kiley Signature / Date _____
Title Director, Basic Training
Dean Name Dr. Raimundo J. Socorro Signature / Date _____
Title Dean, Justice, Public Safety and Law Studies
Campus President/Provost/Vice Provost Name Dr. Oscar Loynaz Signature / Date _____
Title Vice Provost of Academic Schools
College President or Designate Name Dr. Lenore Rodicio Signature / Date _____
Title Executive Vice President and Provost

IF REQUIRED:

College President Review by _____ Date _____ Date of District Board of Trustees Approval _____

REVIEW REVERSE SIDE FOR DETAILS

The CONTRACTOR agrees, to fulfill all terms and conditions of this agreement and to abide by all provisions of Section 202 of Executive Order 11246, as amended by Executive Order 11375 relative to Equal Employment Opportunity for all persons without regard to race, creed, color, national origin, or sex; and the implementing rules and regulations pertaining thereto.

The CONTRACTOR or the authorized representative for CONTRACTOR, certifies or affirms that all travel expenses included in this agreement are, or will be, true and correct in every material matter, and that these expenses were or will be actually incurred and are necessary in the performance of this agreement. CONTRACTOR agrees to provide any and all proof of such expenses as requested by the COLLEGE.

If the CONTRACTOR has received an advance airline or other transportation ticket from the COLLEGE, the CONTRACTOR agrees to utilize said ticket as issued or to pay any additional costs incurred as a result of CONTRACTOR initiated changes. If the advanced airline or transportation ticket is not used to fulfill the services of this agreement, and if the failure to travel is the fault of the CONTRACTOR or was within the CONTRACTOR'S control then the CONTRACTOR agrees to reimburse the COLLEGE for the full cost of the advanced airline or transportation ticket.

The CONTRACTOR agrees to abide by all pertinent IRS regulations.

The CONTRACTOR shall defend and hold harmless and indemnify the COLLEGE, its District Board of Trustees, officers, agents and employees from any claims, demands, or causes of action against and from any and all claims attributable to the sole negligence of the Contractor, except those causes of action arising out of or based solely upon the negligent acts, or omissions, or errors of the COLLEGE, its District Board of Trustees, officers, agents, and employees.

This agreement will cease on the date specified. This agreement may be terminated or canceled by the College upon twenty-four (24) hours prior written notice. There is no expectation of performance or payment beyond the term stated herein or date of termination/cancellation.

This is a professional position that is exempt from the overtime provisions of the Fair Labor Standards Act.

This temporary assignment does not provide for accrual of sick or vacation leave under this agreement, nor entitlement to any benefits provided full-time permanent COLLEGE employees.

This agreement is subject to the requirements of the Immigration Control and Reform Act (IRCA). The CONTRACTOR must demonstrate and maintain appropriate work authorization.

The Parties agree that any and all Works created by CONTRACTOR on behalf of the COLLEGE, shall be considered a "Work Made for Hire" as that term is defined in the Copyright Act, 17 U.S.C. § 101 et seq. To the extent that the WORKS are determined by a court of competent jurisdiction or the Register of Copyrights not to be a "Work Made for Hire", CONTRACTOR hereby irrevocably assigns to COLLEGE all rights, title and interest in the WORKS, including, but not limited to, all copyright in the WORKS owed by CONTRACTOR. CONTRACTOR also agrees to execute any and all documents necessary or deemed appropriate by COLLEGE to effectuate a complete transfer of ownership of all rights throughout the world, including but not limited to copyright rights, to COLLEGE.

ALL REQUIRED SIGNATURES, ALL REQUIRED INFORMATION, AND THE CONTRACTOR'S TAX IDENTIFICATION NUMBER MUST BE INCLUDED IN THIS AGREEMENT FOR SERVICES BEFORE ANY PART OF THIS AGREEMENT IS EXECUTED.

LEVEL OF AUTHORITY for signing (approving) Agreement for Services:

For companies or organizations:

\$25,000 or less - Originator's Provost/Campus President/Vice Provost

\$25,001 to \$250,000 - College President or Designee

\$250,001 or more - District Board of Trustees

Additional approval required for individuals:

With a daily rate in excess of \$500 - District Board of Trustees

Not subject to a daily rate - District Board of Trustees

REFER TO MIAMI DADE COLLEGE PROCEDURE 6300

MIAMI DADE COLLEGE

HIALEAH CAMPUS, 1776 W. 49th Street, Hialeah, FL 33012

HOMESTEAD CAMPUS, 500 College Terrace, Homestead, FL 33030-6009

EDUARDO J. PADRÓN CAMPUS, 627 SW 27th Avenue, Miami, FL 33135-2937

KENDALL CAMPUS, 11011 SW 104th Street, Miami, Florida 33176-3393

MEDICAL CAMPUS, 950 NW 20th Street, Miami, FL 33127-4693

NORTH CAMPUS, 11380 NW 27th Avenue, Miami, FL 33167-3495

WEST CAMPUS, 3800 NW 115th Avenue, Miami, FL 33178

WOLFSON CAMPUS, 300 N.E. Second Avenue, Miami, FL 33132-2297

DISTRIBUTION of this form (after form is completed including all required signatures):

Original → Accounts Payable

Copy → Contractor

Copy → Originator

Copy → Originator's Provost/Campus President/Vice Provost