

MEMORANDUM

Agenda Item No. 8(I)(2)

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

DATE: July 20, 2021

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving the terms of and authorizing the County Mayor to execute an Interagency Agreement (Agreement) between Miami-Dade County, by and through the Miami-Dade Police Department, and the City of Doral, in an amount of \$6,000.00 for Phase One or \$9,000.00 for Phases One and Two, per recruit, for all costs associated with police officer recruits from the Doral Police Department attending the Miami-Dade Public Safety Training Institute's Basic Law Enforcement Training Program (Police Academy), for a term beginning on or about June 28, 2021, and ending one year from that date, unless terminated, and providing three one-year renewals; authorizing the County Mayor to execute future agreements in substantially the same form with other law enforcement agencies; and authorizing the County Mayor to exercise the renewal and termination provisions contained therein and to execute amendments, provided that such amendments do not alter the term or purpose of the agreements

Resolution No. R-724-21

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.



Geri Bonzon-Keenan
County Attorney

GBK/uw

Memorandum



Date: July 20, 2021

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

From: Daniella Levine Cava *Daniella Levine Cava*
Mayor

Subject: Resolution Approving the Terms and Authorizing the Execution of Interagency Agreements Between Miami-Dade County and Participating Municipalities for Police Officer Basic Law Enforcement Training

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 an Interagency Agreement (Agreement), in an amount of \$6,000.00 for Phase One or \$9,000.00 for Phases One and Two, per recruit, between Miami-Dade County (the County), by and through the Miami-Dade Police Department (MDPD), and the City of Doral to allow the Doral Police Department's police training recruits to attend the Miami-Dade Public Safety Training Institute's (MDPSTI) Basic Law Enforcement Training Program (Police Academy). It is further recommended that the Board authorize the County Mayor or County Mayor's designee to execute the Agreement, in substantially the form attached to the resolution, with other law enforcement agencies. The Agreement will have an initial term of one year from the date of execution by all parties, unless terminated, and contain three one-year renewal periods.

Scope

The Agreement will authorize the MDPD to provide Basic Law Enforcement Training services to police training recruits from the Doral Police Department. The Agreement, if executed with other law enforcement agencies, will authorize the MDPD to provide Basic Law Enforcement Training services to police training recruits from those agencies.

Delegation of Authority

The County Mayor or County Mayor's designee is authorized to execute the Agreement between the County, by and through the MDPD, and the City of Doral, for an initial one-year term, unless terminated. The County Mayor or the County Mayor's designee is further authorized to execute the Agreement, in substantially the form attached to the resolution, with other law enforcement agencies. This authorization includes the ability to exercise the cancellation and renewal provisions contained in any executed Agreement, as well as to further execute amendments, provided such amendments do not alter the term or purpose of the Agreement. The purpose of the Agreement is to provide police officer recruits from participating law enforcement agencies, training at the MDPSTI's Police Academy, as may be necessary on behalf of the County.

Fiscal Impact/Funding Source

The City of Doral, through its Doral Police Department, shall pay the County, through the MDPD, an amount of \$6,000.00 for Phase One or \$9,000.00 for Phases One and Two, per recruit for all costs associated with a City of Doral's police officer recruit's attendance at the MDPSTI's Police

Academy. Other participating law enforcement agencies shall pay the County, through the MDPD, an amount to be determined upon the execution of such respective future Agreements, but in no event shall enrolling recruits from other law enforcement agencies result in a negative fiscal impact to the County.

Track Record/Monitor

Major Carlos D. Gonzalez of MDPD's MDPSTI will oversee the tracking and monitoring of this Agreement and any future Agreement executed with another law enforcement agency.

Background

The mission of the Florida Department of Law Enforcement's (FDLE) Criminal Justice Standards and Training Commission (Commission) is to ensure that all Florida residents and visitors are served by criminal justice officers who are ethical, qualified, and well-trained. The Commission certifies officers who complete a Florida Basic Recruit Training Program and gain sworn employment through a Florida criminal justice agency, or who are diversely qualified through experience and training and who meet the minimum employment standards.

As staff for the Commission, the FDLE's Professionalism Division is responsible for establishing and maintaining officer training programs. Criminal Justice officer training is conducted at 40 Commission-certified training schools housed in Florida criminal justice agencies, community and state colleges, and vocational technical schools. Additionally, the FDLE's Professionalism Division is responsible for ensuring that officer training remains job-related, valid, and up-to-date. Through an annual review and revision of basic training curricula, the Commission ensures that basic recruit graduates are prepared for sworn employment with state or local criminal justice agencies in Florida.

The MDPSTI is a Commission-certified training school located on a 35-acre campus in Doral, Florida. The MDPSTI offers three state-of-the-art firearm ranges, a tactical shoot-house, a physical agility course, a computer lab, fully-equipped classrooms, a gymnasium and regulation basketball court, an aquatic training center, a fitness center, outdoor training spaces, conference rooms, and a training library. Additionally, the MDPSTI houses staff from its partners - the Miami-Dade Corrections and Rehabilitation Department (MDCR) and the Federal Bureau of Investigation. As such, the MDPSTI is the certifying agency for the MDPD and the MDCR academies.

The MDPD's Police Academy is a 40-week program consisting of two phases. Phase One of the Police Academy is comprised of FDLE-mandated curriculum delivered by MDPD Drill Instructors, MDPSTI staff, MDPD Police Legal Advisors, and various other MDPD staff. Phase Two of the Police Academy is comprised of MDPD-specific topics such as animal cruelty, autism safety, body worn cameras, district riding assignments, and ethics. The primary goals of the MDPSTI's Police Academy are:

1. Determine if each individual trainee has the ability, desire, and physical stamina necessary to participate in and complete all requirements of the FDLE-mandated Florida Basic Recruit Training Program; and

2. Provide each individual trainee with the knowledge and skills necessary to perform the duties of a sworn law enforcement officer.

To ensure trainees are prepared for the realities and rigors of policing in today's society, the MDPSTI's Police Academy is an intensive paramilitary program, designed and executed with the express purposes of challenging trainees academically, physically, emotionally, and mentally. The cadre of Police Academy instructors work cohesively to accomplish the critical mission of preparing trainees for real-life policing. Trainees are continually exposed to scenarios and training situations that mimic real-life conditions including realistic verbal, physical, and emotional responses. The application of these realistic situations is to ensure that the trainees develop necessary skills required to appropriately respond and resolve a myriad of situations.

The City of Doral has requested to enroll their newly hired police officer trainees in the MDPD's Police Academy, and has agreed to pay the County, through the MDPD, an amount of \$6,000.00 for Phase One or \$9,000.00 for Phases One and Two, per recruit. The Agreement attached to the resolution establishes additional terms of this partnership. The Doral Police Department's police officer trainees enrolled in the MDPD's Police Academy will be held to the same standards as the MDPD's recruits. The term of the Agreement will begin upon signature of all parties and will remain in effect for one year from that date unless renewed or terminated.

The MDPD recognizes the value of sharing its training expertise with other police agencies upon request. Standard expert law enforcement officer training benefits law enforcement as well as the residents and visitors of the County who rely, expect, and deserve the delivery of professional law enforcement services.


JD Patterson
Chief Public Safety Officer



MEMORANDUM

(Revised)

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

DATE: July 20, 2021

FROM: 
Gen Bonzon-Keenan
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)
7-20-21

RESOLUTION NO. R-724-21

RESOLUTION APPROVING THE TERMS OF AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE AN INTERAGENCY AGREEMENT (AGREEMENT) BETWEEN MIAMI-DADE COUNTY, BY AND THROUGH THE MIAMI-DADE POLICE DEPARTMENT, AND THE CITY OF DORAL, IN AN AMOUNT OF \$6,000.00 FOR PHASE ONE OR \$9,000.00 FOR PHASES ONE AND TWO, PER RECRUIT, FOR ALL COSTS ASSOCIATED WITH POLICE OFFICER RECRUITS FROM THE DORAL POLICE DEPARTMENT ATTENDING THE MIAMI-DADE PUBLIC SAFETY TRAINING INSTITUTE'S BASIC LAW ENFORCEMENT TRAINING PROGRAM (POLICE ACADEMY), FOR A TERM BEGINNING ON OR ABOUT JUNE 28, 2021, AND ENDING ONE YEAR FROM THAT DATE, UNLESS TERMINATED, AND PROVIDING THREE ONE-YEAR RENEWALS; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE FUTURE AGREEMENTS IN SUBSTANTIALLY THE SAME FORM WITH OTHER LAW ENFORCEMENT AGENCIES; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE THE RENEWAL AND TERMINATION PROVISIONS CONTAINED THEREIN AND TO EXECUTE AMENDMENTS, PROVIDED THAT SUCH AMENDMENTS DO NOT ALTER THE TERM OR PURPOSE OF THE AGREEMENTS

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board:

Section 1. Approves the terms of and authorizes the County Mayor or County Mayor's designee to execute an Interagency Agreement (Agreement), in substantially the form attached hereto, between Miami-Dade County, by and through the Miami-Dade Police Department, and the City of Doral, for the purpose of providing basic law enforcement training to police officer recruits

from the Doral Police Department attending the Miami-Dade Public Safety Training Institute's Basic Law Enforcement Training Program (Police Academy), in an amount of \$6,000.00 for Phase One or \$9,000.00 for Phases One and Two, per recruit, for a term beginning on or about June 28, 2021, and expiring one year from that date, unless terminated, and providing three one-year renewals.

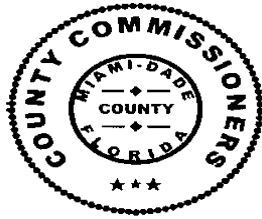
Section 2. Authorizes the County Mayor or County Mayor's designee to execute the Agreement, in substantially the form attached hereto, with other law enforcement agencies for the term and purpose provided in Section 1 above.

Section 3. Authorizes the County Mayor or the County Mayor's designee to exercise the renewal and termination provisions contained therein and to execute amendments to the Agreement, provided that such amendments do not alter the term or the purpose of the Agreement as provided in Section 1 above.

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

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

The Chairperson thereupon declared this resolution duly passed and adopted this 20th day of July, 2021. 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: **Melissa Adames**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

A handwritten signature in black ink, appearing to read "AVZ", written over a horizontal line.

Anita Viciano Zapata

**INTERAGENCY AGREEMENT
BETWEEN
MIAMI-DADE COUNTY
AND
THE CITY OF DORAL
FOR BASIC LAW ENFORCEMENT TRAINING**

This Interagency Agreement (Agreement) is made and entered into this ____ day of _____, 2021, by and between Miami-Dade County (the County), through the Miami-Dade Police Department (MDPD), and the City of Doral, through the Doral Police Department for the Doral Police Department's Basic Law Enforcement (BLE) recruits to attend the MDPD's Basic Law Enforcement Training Program (Police Academy) provided by the Miami-Dade Public Safety Training Institute (MDPSTI).

WHEREAS, the MDPSTI, located at 9601 N.W. 58th Street, Doral, Florida 33178, serves as a Florida Department of Law Enforcement (FDLE) Criminal Justice Standards and Training Commission regional training center; and

WHEREAS, the MDPSTI is the certifying agency for both the MDPD and the Miami-Dade Corrections and Rehabilitation Department academies and provides all levels of in-service training programs to members of law enforcement and criminal justice agencies; and

WHEREAS, the City of Doral and the Doral Police Department requested that the County provide basic law enforcement training to its BLE recruits; and

NOW, THEREFORE, BE IT KNOWN that Miami-Dade County, and the City of Doral, in consideration for mutual promises contained herein, do hereby agree to fully and faithfully abide by and be bound by the following terms and conditions:

SECTION I. PURPOSE

This Agreement sets forth the terms governing the relationship between the parties whereby the County, through the MDPD's MDPSTI, provides basic law enforcement training to the City of Doral's BLE recruits.

SECTION II. RESPONSIBILITIES OF THE PARTIES

A. The County, through the MDPD's MDPST shall:

1. Deliver basic law enforcement training as proscribed by the Florida Department of Law Enforcement (FDLE).
2. Provide each Doral Police Department BLE recruit with a police trainee uniform.
3. Provide each Doral Police Department police officer recruit with FDLE Basic Law Enforcement required text books and related educational materials.
4. Provide each Doral Police Department BLE recruit with full access to the MDPSTI training facility for the sole purpose of participation in the Police Academy.

B. The City of Doral, through the Doral Police Department shall:

1. Provide each BLE recruit with the following equipment:
 - a. Firearms;
 - b. Ammunition;
 - c. Uniform.
2. Provide each BLE recruit with a City of Doral patch for his/her uniform sleeve.
3. Ensure that its BLE recruits abide by all MDPSTI rules and regulations.
4. Ensure that its BLE recruits abide by all terms contained in the MDPSTI Basic Law Enforcement Trainee Orientation Manual.
5. Acknowledge and agree that the MDPSTI reserves the right to demand that personnel from the City of Doral leave the premises at any time or deny such individual(s) access to the MDPSTI facility at any time for breach of safety requirements.

SECTION III. FEES AND PAYMENT

A. The City of Doral will pay the County \$6,000.00 per recruit for enrollment in Phase 1 of the Police Academy, which is comprised of FLDE-mandated curriculum

- B. The City of Doral will pay the County \$9,000.00 per recruit for enrollment in both Phase 1 and Phase 2 of the Police Academy, which is comprised of FDLE-mandated curriculum, as well as agency-specific policies and procedures
- C. The City of Doral shall pay the County with a government check made out to the Board of County Commissioners/Miami-Dade Police Department. Payment is due prior to the first day of the Police Academy.
- D. The MDPD's MDPSTI reserves the sole right to terminate the participation of a Doral Police Department BLE recruit for disciplinary reasons. Such action will be documented in writing and provided to the Chief of the Doral Police Department. No refunds will be provided when a BLE recruit is removed from the Police Academy for disciplinary reasons. The ability of the Doral Police Department to reenroll such recruit in a future Police Academy shall be at the discretion of the Major of the MDPSTI, and in any event shall only be upon the payment of full tuition of either \$6,000.00 for Phase 1, or \$9,000.00 for Phase 1 and 2.
- E. Should a police officer recruit be unable to complete the Police Academy due to unforeseen "no-fault" circumstances such as injury, illness, pregnancy, force majeure, etc., the Doral Police Department may reenroll that BLE recruit in a future Police Academy at no additional cost.
- F. Should a BLE recruit fail to meet FDLE Basic Law Enforcement Academy standards (i.e., fail more than one chapter), that recruit's participation in the Police Academy shall be discontinued. No refunds will be provided. The Doral Police Department may reenroll that BLE recruit in a future Police Academy upon the payment of full tuition of either \$6,000.00 for Phase 1, or \$9,000.00 for Phase 1 and 2. No refunds will be provided.
- G. If either party cancels this Agreement by providing notice to the other party in writing at least 72 hours before the first day of the Police Academy, a full refund will be provided.

SECTION IV. INDEMNIFICATION

- A. The City of Doral shall indemnify and hold harmless the County and their officers, employees, agents, and instrumentalities from any and all liability, losses or damages, including attorney's fees

and costs of defense, which the County or the County's officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions, or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the County of its employees, agents, servants, partners, principals, or subcontractors. The City of Doral shall pay all claims and losses in connection therewith and shall investigate and defend all claims suits, or actions of any kind or nature in the name of the County where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. This indemnification is subject to the provisions set forth in Florida Statutes Section 768.28, where applicable.

B. The provisions of this Section IV shall survive the expiration or termination of this Agreement.

SECTION V. COMPLIANCE WITH LAWS

Each party shall comply with all applicable statutes, ordinances, rules, orders, regulations, and requirements of the federal, state, and county governments, to include Florida's Public Records Law.

SECTION VI. EFFECTIVE DATE, TERM, AND MODIFICATION

The initial term of this Agreement shall be one year from the date of signature by all parties. Upon expiration of the initial terms, this Agreement may be renewed for three consecutive one-year terms. Either party may cancel this Agreement if notice is provided to the other party in writing at least 72 hours before the first day of the Police Academy.

IN WITNESS THEREOF, the Parties have entered into this Agreement and have caused this Agreement to be executed by their undersigned officers, duly authorized.

MIAMI-DADE COUNTY:

Daniella Levine Cava, Mayor Date

Alfredo Ramirez III, Director Date
Miami-Dade Police Department

ATTEST:

Harvey Ruvlin, County Clerk Date
Miami-Dade County, Florida

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

Assistant County Attorney Date
Miami-Dade County, Florida

CITY OF DORAL:

ATTEST:

Name of Authorized Signatory Date
Title

Name Date
Title

DORAL POLICE DEPARTMENT:

Hernan Organvidez Date
Chief