

Date: January 17, 2023

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

From: Daniella Levine Cava
Mayor



Agenda Item No. 8(B)(2)

Resolution No. R-22-23

Subject: Recommendation to Ratify Emergency Purchase for Consulting Services for Consent Agreement and Settlement Agreement II Compliance for the Miami-Dade Corrections and Rehabilitation Department

Summary

This item is for the ratification of an emergency purchase for consulting services for Miami-Dade Corrections and Rehabilitation Department (MDCR) previously awarded under the County Mayor's delegated authority. Miami-Dade County has been under a Consent Agreement and Settlement Agreement with the Department of Justice since 2013. The emergency contract with GAR, Inc. for the services of Sheriff Gary Raney (Consultant) was necessary to meet court established deadlines under these agreements. The Consultant is a nationally renowned expert in jail reform, has 40 years of experience in law enforcement, serves a federal court monitor in other jurisdictions, and has provided litigation consulting to various organizations. The Consultant is assisting with vital tasks necessary to reach full compliance, and his services are a critical component of MDCR's daily operations as compliance was required by November 18, 2022. With the adoption of the proposed Supplemental Agreement Number 2, the contract will be amended to contain all necessary activities assigned to the Independent Jail Compliance Director in the proposed Stipulated Order Regarding Appointment of Independent Jail Compliance Director ("Stipulated Order") that will be submitted to the court in the case *United States of America v. Miami-Dade County, et al.*, Case No. 13-cv-21570-BLOOM, upon approval by this Board.

Recommendation

It is recommended that the Board of County Commissioners (Board) approve this request for a designated purchase, pursuant to Section 2-8.1(b)(3) of the Miami-Dade County Code, by a two-thirds vote of the Board members present, ratify emergency *Contract No. E-10235, Consultant Services for Consent Agreement and Settlement Agreement II*, to GAR, Inc, and approve Supplemental Agreement Number 2 in the amount of \$750,000 for MDCR. The contract was awarded under delegated authority in the amount of \$250,000 for a 17-month term (until November 30, 2023), and subsequently \$500,000 in additional expenditure authority was added on December 1, 2022. The contract funds are disbursed based on hourly billing and includes the fees of subcontractors hired to help the County comply with the Consent and Settlement Agreement. Sheriff Raney will pay a classification system consultant and other consultant fees with his contract fees. The Small Business Enterprise (SBE) contract measures and local preference do not apply as this is an emergency contract award. There are no SBE's certified under the commodity assigned to this project.

Background

The Consent and Settlement Agreements are closely monitored by the federal court and periodic status conferences are held. During the April 15, 2022 court status conference, the federal judge ordered Miami-Dade County to achieve full compliance with the remaining 16 provisions in the Settlement and Consent Agreements. 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 a consultant to assist in reaching compliance expeditiously.

Competition was not practicable at the time as the consultant was needed immediately to assist in vital projects necessary to reach compliance. 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 ratify the emergency contract award for the provision of consulting services for MDCR.

Scope

The scope of this item is countywide in nature.

Delegated Authority

This Board authorizes the County Mayor or County Mayor's designee to exercise all provisions of the contract, pursuant to Section 2-8.1 of the County Code and Implementing Order 3-38.

Fiscal Impact/Funding Source

The fiscal impact for the emergency contract is \$750,000 for the 17-month term. This amount includes payments by Sheriff Raney to subcontractors hired to assist the County in achieving compliance with the Consent and Settlement Agreements by October 31, 2023, including, but not limited to, a classification system consultant.

Department	Ratification Amount	Funding Source	Contract Manager
Corrections and Rehabilitation	\$750,000	General Fund	Zuleika Davidson
Total:	\$750,000		

Track Record/Monitor

Pearl Bethel of the Strategic Procurement Department 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 the Strategic Procurement Department's Procurement Guidelines to determine vendor responsibility, including verifying corporate status and that there are no performance and compliance issues. The lists that were referenced included convicted vendors, debarred vendors, delinquent contractors, suspended vendors, and federal excluded parties. There were no adverse findings relating to vendor responsibility.

Applicable Ordinances and Contract Measures

- The two percent User Access Program provision applies.
- The Small Business Enterprise contract measures and Local Preference do not apply as this was an emergency purchase.
- The Living Wage does not apply as the services are not covered by the Ordinance.



J.D. Patterson
Chief of Corrections and Forensics



MEMORANDUM

(Revised)

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

DATE: January 17, 2023

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(B)(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 Daniella Lonicara Mayor
Veto _____
Override _____

Agenda Item No. 8(B)(2)
1-17-23

RESOLUTION NO. R-22-23

RESOLUTION APPROVING DESIGNATED PURCHASE, PURSUANT TO SECTION 2-8.1(B)(3) OF THE MIAMI-DADE COUNTY CODE, BY A TWO-THIRDS VOTE OF BOARD MEMBERS PRESENT; RATIFYING EMERGENCY CONTRACT NO. E-10235, CONSULTANT SERVICES FOR CONSENT AGREEMENT AND SETTLEMENT AGREEMENT II, TO GAR, INC.; APPROVING INCREASE IN EXPENDITURE AUTHORITY IN THE AMOUNT OF \$750,000.00 AND SUPPLEMENTAL AGREEMENT NUMBER 2 FOR THE MIAMI-DADE CORRECTIONS AND REHABILITATION DEPARTMENT; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE ALL PROVISIONS OF THE CONTRACT, INCLUDING ANY RENEWAL, EXTENSION OR CANCELLATION PROVISIONS, PURSUANT TO COUNTY CODE SECTION 2-8.1 AND IMPLEMENTING ORDER 3-38

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 approve a designated purchase, pursuant to section 2-8.1 (b)(3) of the County Code, by a two-thirds vote of the Board members present.

Section 2. This Board ratifies emergency Contract No. E-10235, Consultant Services for Consent Agreement and Settlement Agreement II, to GAR, Inc.

Section 3. This Board authorizes additional expenditure authority under Contract No. E-10235, Consultant Services for Consent Agreement and Settlement Agreement II, in the amount of \$750,000.00 and approves Supplemental Agreement Number 2 for the Miami-Dade Corrections and Rehabilitation Department in substantially the form attached hereto as Exhibit 1.

Section 4. This Board authorizes the County Mayor or County Mayor's designee to exercise all provisions of the contract, including any renewal, extension, or cancellation provisions, pursuant to section 2-8.1 of the County Code and Implementing Order 3-38. A copy of the contract is on file with and available upon request from the Strategic Procurement Department.

The foregoing resolution was offered by Commissioner **Raquel A. Regalado** , who moved its adoption. The motion was seconded by Commissioner **Anthony Rodriguez** and upon being put to a vote, the vote was as follows:

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

The Chairperson thereupon declared this resolution duly passed and adopted this 17th day of January, 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

LUIS G. MONTALDO, CLERK AD INTERIM

By: 
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.



Oren Rosenthal

SUPPLEMENTAL AGREEMENT NO. 2

Contract Number: **E-10235**

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 and pursuant to Article 4, Nature of the Agreement, which allows for modification of this Contract, shall incorporate the following changes:

1. 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 notify the Mayor and/or Director or Interim Director of all recommendations made and actions taken. Additionally, keep the Mayor and Director or Interim Director informed if any directives or recommendations are either not implemented, adopted or where implementation is delayed.
- b) Review policies, directives, and related documents to understand the intended practices in MDCR. If those policies are flawed or otherwise incomplete, make recommendations for improvement. The areas for review should include:
 - Protection from Harm / Objective Inmate Classification
 - Segregation and Out-of-Cell Time
 - Major Incident Reviews, formerly referred to as Mortality & Morbidity Reviews
 - Audits and Continuous Improvement efforts
 - Sexual Misconduct / Prison Rape Elimination Act compliance
 - Correctional practices regarding medical and mental health care
 - Correctional practices for suicide prevention
 - Selection and acquisition of jail technology needs
 - Use of force and restraints
 - Organizational culture and the alignment of roles and responsibilities
 - Leadership development

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.
- d) Identifying and documenting the incongruities between the policy or intended and actual practices.
- e) Identifying any deficiencies in policy, training, supervision, leadership, or other matters that may contribute to harmful events or poor practices
- f) Provide conclusions, findings, and written recommendations for improvement

- g) Provide detailed reports at an agreed-upon interval, of each topic area, the objectives, the current status and plans, including due dates when applicable. The report shall particularly include any delays or failures to meet due dates to which MDCR can respond.

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.

2. Amend Article 20 Subcontractual Relations by deleting subsection (b) in its entirety and replace as shown below:

The Contractor has the authority to hire subcontractors of GAR, Inc. to accomplish these goals. Contractor does not need pre-approval for contracts of less than \$15,000, but shall receive prior written approval by the MDCR Director or Mayor for any contracts in excess of that amount. The cumulative amount of the subcontracting activities that do not require prior written approval by the MDCR Director or Mayor, shall not exceed \$50,000 per calendar year.

For Subcontractors requiring prior written approval by the MDCR Director or Mayor, the Contractor will state in writing to the County the name of the proposed Subcontractor, the portion of the Services which the Subcontractor is to do, the place of business of such Subcontractor, and such other information as the County may require. If approved, compensation for such subcontracting services shall be mutually agreed upon by the County and Contractor and in accordance with the Price Schedule in Appendix B-1 (Revised). The County will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the County.

3. Amend Article 13 Independent Contractor Relationship by adding the underlined language as shown below:

Except as set forth in the Stipulated Order, the Contractor is, and shall be, in the performance of all work services and activities under this Agreement, an independent contractor, and not an employee, agent or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees and agents of the County.

Except as set forth in the Stipulated Order, the Contractor does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this Agreement.

4. Amend Article 7 Payment for Services/Amount Obligated by deleting the last sentence of the last paragraph and replacing it as follows:

The County hereby approves and shall pay all reasonable and necessary travel expenses to comply with the provisions of the Stipulated Order as set forth and within the limits of Section 112.061 of the Florida Statutes.

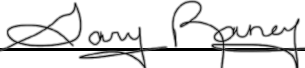
5. Appendix B-1 (Revised) has been updated to remove the stricken dollar amount and add the underlined dollar amount:

All terms, covenants and conditions of the original Contract and any Supplemental Agreements issued thereto shall remain in full force and effect, except to the extent herein amended.

IN WITNESS WHEREOF, the parties have executed this Supplemental Agreement to County Contract No. E-10235 effective immediately as set forth herein.

GAR, Inc.

Miami-Dade County

By: 
Name: Gary Raney
Title: President
Date: 01/10/23
Attest: _____
Corporate Secretary/Notary Public

By: _____
Name: Daniella Levine Cava
Title: Mayor
Date: _____
Attest: _____
Clerk of the Board

Corporate Seal/Notary Seal

Approved as to form
and legal sufficiency

Assistant County Attorney

Appendix B-1 (Revised)

Price Schedule

The Contractor will bill the County monthly, at an hourly rate as set forth in the table below, and compensation under this contract, including any reimbursable expenses, will not exceed a total of ~~\$250,000~~ **\$750,000** during the term of the contract 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. Leadership and Management Development	\$325.00
2. Strategic Planning	Maximum
3. Effective Hiring Practices in a Correctional Environment	
4. Effective Death and Suicide Investigations in a Correctional Environment	
5. Critical Thinking and Analysis for Middle Managers and Command Staff	
6. Compliance with Consent and Settlement Agreement	
7. Statistical and Data Analysis Technical Assistance	
8. Technical Assistance	
9. Subcontracting /Subconsultant Services	\$400.00
	Maximum
10. Medical Professional Subcontracting/Subconsultant Services	\$500.00
	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 based 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 under the contract, including any additional services, to not to exceed ~~\$250,000~~ **\$750,000**.
4. Miami-Dade County is exempt from all taxes (Federal, State and Local). Tax Exemption Certificate will be furnished upon request.