

MEMORANDUM

Agenda Item No. 8(I)(1)

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

DATE: October 3, 2023

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving and retroactively authorizing the County Mayor to execute an Agreement For Services between Miami Dade College (College) and Miami-Dade County, allowing the College to disburse Region XIV Trust Fund dollars in an amount not to exceed \$270,260.00 to the Miami-Dade Public Safety Training Institute & Research Center (MDPSTIRC) for use on the administration of law enforcement trainings during the period beginning July 1, 2023, and ending on June 30, 2024; further authorizing the County Mayor or to execute future agreements in substantially the same form with the College for the purpose described herein

Resolution No. R-848-23

The accompanying resolution was prepared by the Miami-Dade Police Department and placed on the agenda at the request of Prime Sponsor Commissioner Juan Carlos Bermudez and Co-Sponsor Commissioner Kevin Marino Cabrera.



Geri Bonzon-Keenan
County Attorney

GBK/gh

Memorandum



Date: October 3, 2023

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

From: Daniella Levine Cava
Mayor 

Subject: Miami Dade College Agreement for Services Providing for the Disbursement of Funds From the Region XIV Trust Fund to the Miami-Dade Public Safety Training Institute & Research Center

Executive Summary

This item seeks to retroactively approve and authorize the execution of an Agreement for Services (Agreement) between Miami Dade College (College) and Miami-Dade County (County), through the Miami-Dade Police Department (MDPD), providing for the College's disbursement of Region XIV Trust Fund dollars, in an amount not to exceed \$270,260 to the Miami-Dade Public Safety Training Institute & Research Center (MDPSTIRC). The MDPSTIRC uses Region XIV Trust Fund dollars to administer law enforcement training courses. Additionally, this item seeks the authority to execute, after a review of legal sufficiency by the County Attorney's Office, future agreements, in substantially the form attached to the resolution and labeled as Exhibit A, with the College for the purposes described herein.

Recommendation

It is recommended that the Miami-Dade Board of County Commissioners (Board) approve the attached resolution retroactively authorizing the execution of the Agreement with the College, providing for the disbursement of Region XIV Trust Fund monies, in an amount not to exceed \$270,260, to the MDPSTIRC. The MDPSTIRC shall use disbursed Region XIV Trust Fund dollars to administer various law enforcement trainings during the period beginning on July 1, 2023, and concluding on June 30, 2024. It is further recommended that the Board authorize the County Mayor or County Mayor's designee to execute, after a review of legal sufficiency by the County Attorney's Office, future agreements, in substantially the form attached to the resolution and labeled as Exhibit A, with the College for said purpose, and to exercise the provisions contained therein.

Scope

The impact of this item is Countywide.

Delegation of Authority

The County Mayor or County Mayor's designee is authorized to execute, after a review of legal sufficiency by the County Attorney's Office, future agreements, in substantially the form attached to the resolution and labeled as Exhibit A, with the College for the purpose of disbursing Region XIV Trust Fund dollars to the MDPSTIRC. Disbursed Region XIV Trust Fund dollars shall be used by the MDPSTIRC to administer various law enforcement trainings. The County Mayor or County Mayor's designee is further authorized to exercise the provisions contained therein.

Fiscal Impact/Funding Source

This item will not create a negative fiscal impact.

Track Record/Monitor

To ensure compliance, Executive Senior Bureau Commander Lisette Reyes-Wilcox, of the MDPD's Fiscal Administration Bureau, and Captain Sergio Alvarez, of the MDPD's MDPSTIRC, will monitor these agreements.

Background

The Florida Department of Law Enforcement's (FDLE) Criminal Justice Standard and Training Commission (Commission) is an independent policymaking body that ensures all Florida 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. To ensure the Commission fulfills its responsibilities and achieves its mission of ensuring all Florida citizens are served by ethical, qualified, and well-trained criminal justice officers, the FDLE created the Criminal Justice Standards and Training Trust Fund (Trust Fund).

To effectively monitor the distribution and use of Trust Fund dollars, 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, the College's School of Justice, the MDPSTIRC, and the Miami Police Training Center. The College's School of Justice, a public safety and educational training center, is the agency designated by the Commission to receive and disburse Trust Fund dollars in Region XIV. The Agreement attached to the resolution and labeled as Exhibit A, allows the College's School of Justice to disburse Region XIV dollars to the MDPSTIRC, in an amount not to exceed \$270,260. Region XIV Trust Fund dollars received by the MDPSTIRC shall be used to administer officer training(s) occurring between July 1, 2023, and June 30, 2024.



Alfredo "Freddy" Ramirez III
Chief of Safety and Emergency Response



MEMORANDUM

(Revised)

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

DATE: October 3, 2023

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(I)(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(I)(1)
10-3-23

RESOLUTION NO. R-848-23

RESOLUTION APPROVING AND RETROACTIVELY AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE AN AGREEMENT FOR SERVICES BETWEEN MIAMI DADE COLLEGE (COLLEGE) AND MIAMI-DADE COUNTY, ALLOWING THE COLLEGE TO DISBURSE REGION XIV TRUST FUND DOLLARS IN AN AMOUNT NOT TO EXCEED \$270,260.00 TO THE MIAMI-DADE PUBLIC SAFETY TRAINING INSTITUTE & RESEARCH CENTER (MDPSTIRC) FOR USE ON THE ADMINISTRATION OF LAW ENFORCEMENT TRAININGS DURING THE PERIOD BEGINNING JULY 1, 2023, AND ENDING ON JUNE 30, 2024; FURTHER AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE FUTURE AGREEMENTS IN SUBSTANTIALLY THE SAME FORM WITH THE COLLEGE FOR THE PURPOSE DESCRIBED HEREIN

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:

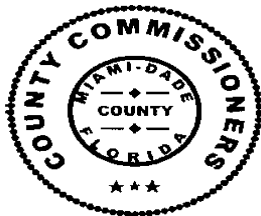
Section 1. Approves and retroactively authorizes the County Mayor or County Mayor's designee to execute the Agreement for Services (Agreement), attached hereto as Exhibit A and incorporated herein, between Miami Dade College (College) and Miami-Dade County (County), allowing the College to disburse Region XIV Trust Fund dollars in an amount not to exceed \$270,260.00, to the Miami-Dade Public Safety Training Institute & Research Center (MDPSTIRC) for use on the administration of law enforcement trainings conducted during the period beginning July 1, 2023, and ending on June 30, 2024, and authorizes the County Mayor or County Mayor's designee to exercise the provisions therein.

Section 2. Authorizes the County Mayor or County Mayor's designee to execute, after a review for legal sufficiency by the County Attorney's Office, future agreements, in substantially the form attached hereto, with the College for the purpose described in section 1 above, and to exercise the provisions contained therein.

The foregoing resolution was offered by Commissioner **Anthony Rodriguez**, who moved its adoption. The motion was seconded by Commissioner **Danielle Cohen Higgins** 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	absent
Roberto J. Gonzalez	aye	Keon Hardemon	aye
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 3rd day of October, 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: Basia Pruna
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Anita Viciano Zapata

**MIAMI DADE COLLEGE
AGREEMENT FOR SERVICES**

OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Requestor: Mayelin Llorens Phone: 305-237-1329 Requisition ID: _____

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

THIS AGREEMENT is entered into as of 3/23/2023 by and between Miami Dade College,
(Date)

Region XIV Trust Fund - School of Justice, Public Safety and Law Studies

(Name of department or area)

hereinafter referred to as the COLLEGE,

and Miami-Dade County/Miami-Dade Public Safety Training Institute & Research Center 0000003025 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 7/1/2023 and shall complete

performance to the satisfaction of the COLLEGE no later than 6/30/2024. 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 disburse funds to Miami-Dade Public Safety Training Institute and Research Center for courses facilitated during FY 2023-2024, as provided by the Region XIV Trust Fund. This agreement is generated under auspices of Florida Statute (FS) 943.25 (2), (3), and (4) and Rule 11B-18.003 (7) and 11B-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 \$ 270,260.00. This expense will be charged to NH01-602-ICS-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. Travel Expenses are subject to §112.061, CHIEF OF SAFETY AND EMERGENCY RESPONSE

FOR CONTRACTOR USE ONLY

Name Miami-Dade County/Miami-Dade Public Safety Training Institute & Research Center

Authorized Representative Daniella Levine Cava

Tax ID # 596000573

Title Mayor, Miami-Dade County

Address 9601 NW 58th Street, Miami, FL 33178

Telephone No. (305) 715-5101

Email Address: _____

Attested by: Anthony Lavado Contractor Signature / Date 4/27/2023

FOR MIAMI DADE COLLEGE USE ONLY

Originator Name Mr. Paul J. Kiley

Title Director, Basic Training - School of Justice, Public Safety and Law Studies

Dean Name Dr. Efrain Venezuela

Title Dean, Academic Affairs

Campus President/Provost/Vice Provost Name Mr. Fermin Vazquez

Title President, North Campus

College President or Designate Name Dr. Malou C. Harrison

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.

Miami Dade College is an equal access/equal opportunity institution which does not discriminate on the basis of sex, race, color, marital status, age, religion, national origin, disability, veteran's status, ethnicity, pregnancy, sexual orientation or genetic information. Additional information may be obtained by contacting the College's Equity Officer: Dr. Joy C. Ruff, at (305) 237-2577 (Voice) or 711 (Relay Service). jruff@mdc.edu

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. Travel Expenses are subject to §112.061, Florida Statutes.

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. 2nd Avenue, Miami, FL 33132-2297

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

Original	→	Purchasing
Copy	→	Contractor
Copy	→	Originator
Copy	→	Originator's Provost/Campus President/Vice Provost