

Memorandum



Date: February 4, 2025

To: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

Agenda Item No. 3(B)(2)

From: Daniella Levine Cava
Mayor *Daniella Levine Cava*

Resolution No. R-109-25

Subject: Ratification of an Interlocal Agreement with the District Board of Trustees of Miami Dade College for the Board of Rules and Appeals (BORA) Continuing Education Services

Executive Summary

This item ratifies an executed one-year Interlocal Agreement (Agreement) between Miami-Dade County and the District Board of Trustees of Miami Dade College (DBTMDC) for the provision of BORA required Continuing Education services for all Certified Code Officials throughout the incorporated and unincorporated municipal service area building departments of Miami-Dade County. Pursuant to Sections 2.9 and 2.10 of the Code of Miami-Dade County (Code), this Agreement is subject to ratification by the Board of County Commissioners (Board). This item would also delegate authority to the Mayor or Mayor's designee to extend for a total of three calendar year extensions for the provision of same continuing education services.

Recommendation

It is recommended that the Board approve the attached resolution that provides for the following:

- Ratifies the execution by the County Mayor's designee of a one-year Agreement with DBTMDC, authorized pursuant to Sections 2-9 and 2-10 of the Code, which was entered into for BORA Continuing Education services that serve to improve the countywide uniform enforcement of the building code, and
- Authorizes the County Mayor or County Mayor's designee to extend the term of the Agreement for up to three additional calendar year terms.

Scope

The impact of this item will help keep the more than 530 certified code officials in all municipalities and the unincorporated area of Miami-Dade County uniformly trained and able to apply and enforce the building code provisions uniformly countywide.

Delegation of Authority

This item ratifies the action of the County Mayor's designee in executing the Agreement, which identifies the County's Project Manager, Jaime Gascon, Division Director, Board and Code Administration Division of RER, as the County's authorized representative designated to manage the Agreement. The accompanying resolution further authorizes the County Mayor or County Mayor's designee to extend this one-year Agreement by three additional calendar years and exercise all provisions of the Agreement including termination.

Fiscal Impact/Funding Source

The executed Agreement has a one-year allocation of \$245,000 that will be covered by proprietary revenues generated by the Board and Code Administration Division of RER. The additional three

calendar years, should they be approved by the Board through this item, will require an additional allocation not to exceed \$245,000 annually, bringing the Agreement's aggregate allocation to \$980,000.

Track Record/Monitor

The Department Chair of Miami Dade College's School of Continuing Education and Professional Development will be the lead in the coordination of all the BORA Continuing Education services. Jaime Gascon, Division Director, Board and Code Administration Division of RER, will manage this Agreement on behalf of the County.

Background

Miami-Dade County through its Miami-Dade County Code Section 8-21.11 for Recertification requires each certified code official to receive 16 hours of continuing education each year to be recertified. Of the 16 hours required, a minimum of 12 hours must be obtained through courses and/or seminars provided by the Department of Regulatory and Economic Resources. The Board and Code Administration Division of RER must provide a venue to deploy the classes in at least 4 sessions throughout the year to over 530 certified code officials, schedule course instructors, and provide certificates which list the accredited course obtained to the attendees. Certified code officials are the plan reviewers, inspectors and building officials certified by the Board of Rules and Appeals to perform such duties in accordance with Chapter 8 pursuant to Miami Dade County Code Section 8-21 for Enforcement Personnel.

The continuing education hours include both general and trade specific topics which are applicable to certified code officials in the categories of building, roofing, mechanical, electrical, plumbing and structural engineering. These continuing education courses and seminars also serve the code official in maintaining their continuing education hours required for certification issued by the State of Florida Department of Business and Professional Regulation's Board of Building Code Administrators and Inspectors, Board of Professional Engineers, and Board of Registered Architects in the category and discipline under which they are BORA certified.

The cost of the MOU is built upon a 5-year history of the amount of code officials needing to be trained each year. It considers having a facility that can accommodate general sessions with capacity for at least 150 attendees, knowledgeable and trained instructors for each course, free parking to attendees and deployment of four sessions, where each session spans two consecutive Saturdays, and one session is offered in weekdays. The schedule must also include an 8-hour fifth session every other year to address the continuing education for the structural plans examiners that require a professional engineers license. The agreement also allows the flexibility for the Board and Code Administration Division to request substituting a class provided notice is submitted to Department Chair of Miami Dade College's School of Continuing Education and Professional Development at least three months in advance. Having the ability to substitute classes will help to timely inject important subject matter that becomes available mid-year and benefits the regulatory and enforcement personnel to have the information sooner.



Roy Coley
Chief of Utilities & Regulatory Services



MEMORANDUM

(Revised)

TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

DATE: February 4, 2025

FROM: 
Glen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 3(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 ____, majority plus one ____, 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) ____, 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. 3(B)(2)
2-4-25

RESOLUTION NO. R-109-25

RESOLUTION RATIFYING THE EXECUTION BY THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE, PURSUANT TO SECTIONS 2-9 AND 2-10 OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA, OF AN INTERGOVERNMENTAL AGREEMENT WITH THE DISTRICT BOARD OF TRUSTEES OF MIAMI DADE COLLEGE, FLORIDA, FOR CONTINUING EDUCATIONAL TRAINING AND SERVICES TO BUILDING OFFICIALS, PLANS EXAMINERS, AND INSPECTORS CERTIFIED BY THE BOARD OF RULES AND APPEALS (BORA) FOR A ONE-YEAR TERM IN AN AMOUNT NOT TO EXCEED \$245,000.00; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXTEND THE AGREEMENT FOR UP TO THREE ADDITIONAL CALENDAR-YEAR TERMS FOR AN ADDITIONAL AMOUNT NOT TO EXCEED \$245,000.00 EACH TERM, BRINGING THE AGGREGATE ALLOCATION TO \$980,000.00, AND TO EXERCISE ANY AND ALL PROVISIONS OF THE AGREEMENT, INCLUDING THE TERMINATION 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; and

WHEREAS, sections 2-9 and 2-10 of the Code of Miami-Dade County, Florida, permit the County Mayor to enter into contracts on behalf of the County, subject to ratification by this Board, with municipalities and other governmental units for certain enumerated purposes,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board ratifies the execution by the County Mayor or County Mayor's designee, pursuant to sections 2-9 and 2-10 of the Code of Miami-Dade County, Florida, of an Intergovernmental Agreement ("Agreement"), attached hereto and made a part hereof, with the District Board of Trustees of Miami Dade College,

Florida, for continuing educational training and services to building officials, plans examiners, and inspectors certified by the Board of Rules and Appeals (BORA) for a one-year term in an amount not to exceed \$245,000.00. This Board further authorizes the County Mayor or County Mayor's designee to extend the Agreement for up to three additional calendar-year terms for an additional amount not to exceed \$245,000.00 each term, bringing the Agreement's aggregate allocation to \$980,000.00, and to exercise any and all provisions of the Agreement, including the termination provisions contained therein.

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

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

The Chairperson thereupon declared this resolution duly passed and adopted this 4th day of February, 2025. 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.

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

Christopher J. Wahl

**INTERGOVERNMENTAL AGREEMENT BETWEEN
MIAMI-DADE COUNTY DEPARTMENT OF REGULATORY AND ECONOMIC RESOURCES
AND THE DISTRICT BOARD OF TRUSTEES OF MIAMI DADE COLLEGE, FLORIDA**

THIS AGREEMENT for the provision of educational training services, made and entered into as of this ____ day of ____ by and between The District Board of Trustees of Miami Dade College, Florida, a public educational institution and political subdivision of the State of Florida hereinafter referred to as "MDC", a public body corporate of the State of Florida, having its principal office at 300 NE 2nd Ave, Miami, FL, 33132, and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 NW 1st Street, Miami, Florida 33128 (the "County") (collectively, the "Parties").

WITNESSETH:

WHEREAS, the County and MDC have agreed to establish this Agreement for educational training and services from MDC to the County, on a non-exclusive basis, that shall conform to the Scope of Services (Appendix A), and the requirements of this Agreement; and

WHEREAS, MDC is a designated public entity in the South Florida region that provides educational training and services; and

WHEREAS, the County has an interest for the provision of educational training and services to improve code compliance for the built environment.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties hereto agree as follows:

ARTICLE 1. DEFINITIONS

The following words and expressions used in this Agreement shall be construed as follows, except when it is clear from the context that another meaning is intended:

- a) The word "Contract" or "Agreement" to mean collectively these terms and conditions and the Scope of Services (Appendix A).
- b) The words "Contract Manager" to mean Miami-Dade County's Assistant Director, Board and Code Administration Division, Department of Regulatory and Economic Resources or the duly authorized representative designated to manage the Contract.
- c) The word "MDC" means The District Board of Trustees of Miami Dade College, Florida, and its permitted successors.
- d) The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the Work to be performed by MDC.
- e) The words "Service" or "Services" to mean the provision of educational training and services in accordance with the Scope of Services.

ARTICLE 2. TERM OF AGREEMENT

The Agreement shall become effective January 1, 2025, regardless of the full execution date, and shall continue for one full calendar year through December 31, 2025, unless either party decides to terminate the Agreement. Pursuant to Section 2.9 and 2.10 of the Code of Miami-Dade County, this Agreement shall be ratified by the Board of County Commissioners (the "Board"). Upon prior Board approval, the County Mayor or County Mayor's designee shall have the authority to extend this Agreement for three additional one-year renewals, running from January 1 through December 31 of each calendar year. Such renewals must be in writing and signed by both parties.

ARTICLE 3. PAYMENT FOR SERVICES

MDC will provide the continuing education coursework services for which the County will pay the set fee upon completion of each session and submittal of invoice by MDC, for the associated continuing education service based on the number of attendees. However, MDC may offer incentive discounts to the County at any time during the Contract term, including any extension thereof. The expenditures for the one-year period of the interlocal will not exceed \$245,000. Should the Board at the time of ratification grant the County Mayor or County Mayor's designee the delegated authority to enter additional three one-year renewals, the aggregate value of the Agreement will not exceed \$980,000.

ARTICLE 4. NOTICE REQUIREMENTS

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by: (i)

Registered or Certified Mail, with return receipt requested; (ii) personally by a by courier service; (iii) Federal Express Corporation or other nationally recognized carrier to be delivered overnight; or (iv) via e-mail (if provided below) with delivery of hard copy pursuant to (i), (ii), or (iii) in this paragraph. The addresses for such notice are as follows:

1) To the County

to the Contract Manager:

Miami-Dade County

Attention: Jaime Gascon or successor, Assistant Director, Code and Board Administration Division, RER Phone: 786-315-2508

E-mail: Jaime.Gascon@miamidade.gov

11805 SW 26 Street, Suite 230, Miami, FL 33175

2) To MDC

Attention: Tahimi Rodriguez Diaz, Department Chairperson

Miami Dade College - Kendall Campus

Phone: (305) 237-0662 Mail: trodrig7@mdc.edu

11011 SW 104th Street, Miami, FL 33176

With a copy to:

Javier A. Ley-Soto, Esq.

General Counsel

Miami Dade College

300 N.E. 2nd Avenue, Room 1453

Miami, Florida 33132

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

ARTICLE 5. AMENDMENTS TO AGREEMENT

This Agreement contains the entire Agreement of the parties and there are no conditions or limitations to this understanding except those stated herein. After the execution hereof, no alterations, change or modification hereof shall be binding or effective unless executed in writing and signed by all parties hereto.

ARTICLE 6. INDEMNIFICATION AND INSURANCE

MDC shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including reasonable attorneys' fees and costs of defense, which the County or its 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 MDC. Provided, however, this indemnification shall only be to the extent and within the limitation of Section 768.28 Florida Statutes, subject to the provisions of the Statute whereby MDC shall not be held liable to pay a personal injury or property damage claim or judgement by any one person which exceeds the sum of \$200,000, or any claim or judgment or portions thereof, which when totaled with all other claims or judgments paid by the Provider arising out of the same incident or occurrence, exceed the sum of \$300,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise as a result of the negligence of MDC.

Subject to the limitations and provisions of Section 768.28, Florida Statutes, as may be amended, the County shall indemnify and hold harmless MDC and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including reasonable attorneys' fees and costs of defense, which MDC or its 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.

ARTICLE 7. ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

MDC understands and agrees that any assumptions, parameters, projections, estimates, and explanations presented by the County were provided to MDC for evaluation purposes only. However, since these assumptions, parameters, projections, estimates, and explanations represent predictions of future events the County makes no representations or guarantees; and the County shall not be responsible for the accuracy of the assumptions presented; and the County shall not be responsible for conclusions to be drawn therefrom; and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by MDC.

MDC accepts all risk associated with using this information.

ARTICLE 8. AUTHORITY OF COUNTY'S CONTRACT MANAGER

MDC hereby acknowledges that the County's Contract Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability of the Services, questions as to either party's fulfillment of its obligations under the Agreement; negligence, fraud or misrepresentation before or subsequent to the provision of services by MDC; and claims for damages, compensation or losses.

The parties will attempt in good faith to resolve any dispute or claim arising out of or in relation to this Agreement through negotiations between the Contract Manager and MDC representative with authority to settle the relevant dispute. MDC must, in the final instance, seek to resolve every difference concerning the Agreement with the Contract Manager. In the event that MDC and the Contract Manager are unable to resolve their difference, MDC may initiate a dispute in a court of competent jurisdiction located in Miami-Dade County, Florida, in accordance with the procedures set forth in this Article. Exhaustion of these procedure shall be a condition precedent to any lawsuit permitted hereunder.

ARTICLE 9. SEVERABILITY

If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

ARTICLE 10. TERMINATION AND SUSPENSION OF SERVICES

- a) This Agreement shall be terminated by either party without cause, by giving thirty (30) days advance written notification of said termination delivered to the other party.
- b) This Agreement may be terminated for cause by either party if the other party commits fraud, misrepresentation, or makes a material misstatement.
- c) In the event that either party exercises its right to terminate this Agreement, MDC shall, upon receipt of such notice, unless otherwise directed by the County:
 - I. stop Work on the date specified in the notice (the "Effective Termination Date");
 - II. take such action as may be necessary for the protection and preservation of the County's materials and property;
 - III. cancel orders;
 - IV. take no action which will increase the amounts payable by the County under this Agreement; and
 - V. reimburse the County a proration of the fees paid annually based on the remaining months of the term per the compensation set forth in this Agreement.
- d) In the event that either party exercises its right to terminate this Agreement, MDC will be compensated as stated in the payment Articles herein for the:
 - I. portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
 - II. non-cancelable Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement, but not incorporated in the Services.

ARTICLE 11. PATENT AND COPYRIGHT INDEMNIFICATION

- a) MDC shall not infringe on any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third-party proprietary rights in the performance of the Work.
- b) MDC warrants that all Deliverables furnished hereunder, including but not limited to equipment, programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third-party proprietary rights.
- c) Subject to the limitations and provisions of Section 768.28, Florida Statutes, as may amended, MDC shall be liable and responsible for any and all claims made against the County for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the County's continued use of the Deliverables furnished hereunder. Accordingly, subject to the limitations and provisions of Section 768.28, Florida Statutes, as may be amended, MDC shall indemnify, and hold harmless the County and defend any action brought against the County with respect to any claim, demand, cause of action, debt, or liability, including the payment of reasonable attorneys' fees, subject to the provisions and limitations outlined in Article 6 hereof.

- d) In the event any Deliverable or anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, MDC shall have the obligation to, at the County's option to (i) modify, or require that the applicable Subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the County, at MDC's expense, the rights provided under this Agreement to use the item(s).
- e) MDC shall be solely responsible for determining and informing the County whether a prospective supplier or Subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. MDC shall enter into agreements with all suppliers and Subcontractors at MDC's 'own risk. The County may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the County's judgment, use thereof would delay the Work or be unlawful.

ARTICLE 12. INSPECTOR GENERAL REVIEWS

Independent Private Sector Inspector General Reviews

Pursuant to Miami-Dade County Administrative Order No. 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (the "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, MDC shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall MDC's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision apply to MDC, its officers, agents, employees, Subcontractors, and assignees. Nothing contained in this provision shall impair any independent right of the County to at a mutually convenient date and time conduct an audit or investigate the operations, activities, and performance of MDC in connection with this Agreement. The terms of this Article shall not impose any liability on the County by MDC or any third party.

The Miami-Dade County Inspector General is authorized and empowered to review past, present, and proposed County and Trust contracts, transactions, accounts, records, and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications, and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General is empowered to retain the services of IPSIGs to audit, investigate, monitor, oversee, inspect, and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of MDC, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to MDC from the Inspector General or IPSIG retained by the Inspector General, MDC shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in MDC's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the Contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful Subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

ARTICLE 13. NONDISCRIMINATION

During the performance of this Contract, MDC agrees to not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender-identity or gender expression, status as victim of domestic violence, dating violence or stalking, or veteran status, and on housing related contracts the source of income, and will take affirmative action to ensure that employees and applicants are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

ARTICLE 14. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall either party without the express written consent of the other party issue or permit to be issued any press release, advertisement or literature of any kind which refers to the other party, or the work being performed hereunder. Such approval may be withheld if for any reason if the party believes that the publication of such information would be harmful to the public interest or is in any way undesirable.

ARTICLE 15. GOVERNING LAW

This Agreement and all matters relating to this Agreement (whether in contract, statute, tort, or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. Exclusive venue shall be in Miami-Dade County.

ARTICLE 16. FLORIDA'S PUBLIC RECORDS LAW

Both parties agree to comply with the applicable provisions of Chapter 119, Florida Statutes, also known as Florida's Public Records Law.

ARTICLE 17. FORCE MAJEURE

Neither party will be liable in any way nor be deemed to have defaulted under or breached this Agreement for delays in or failure or delay of performance of any provision of this Agreement when and to the extent such delay or failure is proximately caused by or results from acts or events beyond the impacted party's (the "Impacted Party") reasonable control, including without limitation, the following "force majeure" events ("Force Majeure Events"): (a) earthquakes, volcanoes, tornadoes, hurricanes, floods, drought, fires, lightning, heat wave, or other severe weather conditions or acts of God; and (b) interruptions or disruptions related to the pandemic Covid-19, including any government orders that are issued by a governmental entity having competent jurisdiction; internet outages, cyber-attacks and other interruptions in communications infrastructure. The Impacted Party affected by a Force Majeure Event will promptly notify the other party (the "Non-Impacted Party") upon the occurrence of an event that could or does constitute a Force Majeure Event. The Impacted Party shall diligently take all reasonable measures to avoid or mitigate such delay or failure. If the Impacted Party is unable to perform the obligations of the Agreement due to the Force Event, the Impacted Party may terminate the Agreement with ten (10) days written notice.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the last date that the Agreement is executed below,

Miami-Dade County

Intergovernmental Agreement – MDC

The District Board of Trustees of Miami Dade College, Florida

Miami-Dade County

By: Malou C. Harrison
Malou C. Harrison (Dec 6, 2024 06:31 EST)
Name: Dr. Malou C. Harrison
Title: Executive Vice President and Provost
Date: Dec 6, 2024
Attest: _____

Approved as to form and legal sufficiency:

Javier Ley-Soto
Javier Ley-Soto (Dec 5, 2024 20:50 EST)
Javier A. Ley-Soto, Esq.
General Counsel

LCS
Leon Saunders (Dec 5, 2024 11:07 EST)
L. Christopher Saunders, Esq.
Assistant General Counsel

By: [Signature]
Name: Jimmy Morales
Title: Chief Operating Officer
Date: 12/12/2024
Attest: _____

Approved as to form and legal sufficiency:

[Signature]
Assistant County Attorney

APPENDIX A- SCOPE OF SERVICES

The District Board of Trustees of Miami Dade College, Florida (MDC) shall provide continuing education to Miami-Dade Board of Rules and Appeals (BORA) certified Building Officials, Building Plans Examiners, Structural Plans Examiners and Inspectors with seminars, trainings and services designed to comply with the requirements of Chapter 8 of the Code of Miami-Dade. Specifically, MDC shall provide the following training and services.

MDC agrees that it will ensure at least one full cycle of in-person and live webinar coursework annually, during the term of this agreement and any exercised one-year extension. MDC will provide the facilities to attend the training sessions. A minimum of one hundred and twenty-eight (128) hours of training must be provided. Each training seminar must be approved by the State of Florida Construction Industry Licensing Board (CILB), the Electrical Contractor's Licensing Board (ECLB) or the Building Code Administrators and Inspectors Board (BCAIB), either directly or by reciprocity. Furthermore, all seminars must be approved by the Miami-Dade County Construction Trades Qualifying Board (CTQB). The Accessibility, Ethics, and Laws and Rules seminars must be approved by the BCAIB.

Training shall be provided in four (4) Sessions. Sessions I, II, III, and IV shall each consist of thirty-two (32) hours of training to be provided over two (2) days. The first eight (8) hour block of each session will be presented as a live webinar, and the second block of each session will be presented in person. Three (3) Sessions must be conducted on consecutive Saturdays and the fourth Session during the month of August on two (2) weekdays. The Four (4) Sessions must be completed with attendance submitted to the applicable State Board by MDC prior to August 31, 2025. Course schedules, course content and course instructors must be approved in advance by the County. MDC agrees that the subject of the provided seminars may be changed at the discretion of the Contract Manager given ninety (90) days notice prior to the scheduled start date of the course.

The cost shall not exceed \$1,700 per hour for the general training session, \$1,500 per hour for the building-trade or subject specific training session, and \$2,600 per hour for the engineering training session during the initial one-year MOU and any OTR extensions.