

RESOLUTION No. 2007-81-588

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, THAT CERTAIN AGREEMENT FOR SERVICES BETWEEN THE CITY OF MIAMI GARDENS AND MIAMI DADE COLLEGE AND THAT CERTAIN ADDENDUM TO THE AGREEMENT FOR SERVICES IN THE AMOUNT OF \$21,450.00, A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT A; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Miami Gardens is in the process of establishing its own Police Department, and

WHEREAS, it will be required for the City of Miami Gardens to provide training to its police officers in a variety of different areas, and

WHEREAS, City Staff requested quotes from both Broward Community College and Miami Dade College for training for its officer, and

WHEREAS, the Miami Dade College School of Justice responded with the lowest cost for the services, and

WHEREAS, City staff is recommending that the City contract with Miami Dade College for this purpose,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, as follows:

Section 1. ADOPTION OF REPRESENTATIONS: The foregoing Whereas paragraphs are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

Section 2. AUTHORITY: The Mayor and City Clerk are hereby authorized and directed to execute and attest, respectively, that certain Agreement for Services

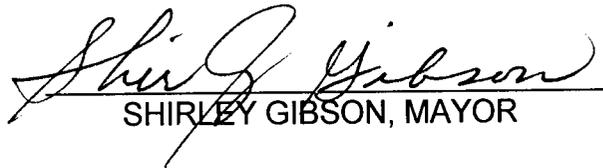
between the City of Miami Gardens and Miami Dade College and that certain Addendum to the Agreement for Services in the amount of \$21,450.00, copies of which are attached hereto as **Exhibit A**.

Section 3. INSTRUCTIONS TO THE CITY CLERK: The City Clerk is hereby authorized to obtain three (3) fully executed copies of the subject Agreement, with one to be maintained by the City; with one to be delivered to Miami Dade College, and with one to be directed to the Office of City Attorney.

Section 4. EFFECTIVE DATE: This Resolution shall take effect immediately upon its final passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS AT ITS REGULAR MEETING HELD ON MAY 9, 2007.

ATTEST:

  
SHIRLEY GIBSON, MAYOR

  
RONETTA TAYLOR, CMC, CITY CLERK

Prepared by SONJA KNIGHTON DICKENS, ESQ.  
City Attorney

SPONSORED BY: DANNY CREW, CITY MANAGER

MOVED BY: Vice Mayor Braynon  
SECONDED BY: Councilwoman Watson

**VOTE: 5-1**

Mayor Shirley Gibson	<u>x</u> (Yes)	___ (No)	
Vice Mayor Oscar Braynon, II	<u>x</u> (Yes)	___ (No)	
Councilman Melvin L. Bratton	<u>x</u> (Yes)	___ (No)	
Councilman Aaron Campbell	<u>x</u> (Yes)	___ (No)	
Councilman André Williams	___ (Yes)	___ (No)	Out of town
Councilwoman Sharon Pritchett	___ (Yes)	<u>x</u> (No)	
Councilwoman Barbara Watson	<u>x</u> (Yes)	___ (No)	

# City of Miami Gardens

1515-200 NW 167<sup>th</sup> Street  
Miami Gardens, Florida 33169



Mayor Shirley Gibson  
Vice Mayor Oscar Braynon II  
Councilman Melvin L. Bratton  
Councilman Aaron Campbell Jr.  
Councilwoman Sharon Pritchett  
Councilwoman Barbara Watson  
Councilman André Williams

## Agenda Cover Page

Date: April 26, 2007

Fiscal Impact: No  Yes

(If yes, explain in Staff Summary)

Funding Source:

Contract/P.O. Requirement: Yes  No

Sponsor Name/Department: Chief Boyd, Police Department

Public hearing

Ordinance

1st Reading

Advertising requirement:

Quasi-Judicial

Resolution

2nd Reading

Yes  No

RFP/RFQ/Bid # \_\_\_\_\_

## Title

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, THAT CERTAIN AGREEMENT FOR SERVICES BETWEEN THE CITY OF MIAMI GARDENS AND MIAMI DADE COLLEGE AND THAT CERTAIN ADDENDUM TO THE AGREEMENT FOR SERVICES IN THE AMOUNT OF \$21,450.00, A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT A; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.**

## Staff Summary

When the City of Miami Gardens transfers police service from Miami-Dade County (MDC) on December 1, 2007, training will be an integral part of daily police operations. In an effort to provide quality police services, sworn personnel will be trained in department policies and procedures, use of force, laws of arrest, code enforcement, discriminatory profiling and professional traffic stops, quality of life issues, community policing, ethics, crime scene procedures, managing encounters with the mentally ill, CPR, radio communications, mobile communications terminal, and mobile field reporting. The aforementioned topics will be facilitated by police department staff in a classroom setting with scenario-based practices to reinforce classroom instruction.

In addition to classroom training, officers will be required to qualify with their service weapon, demonstrate defensive driving skills, and show proficiency in arrest procedures and defensive tactics. Florida Department of Law Enforcement (FDLE) mandates require that this training be administered at a certified training facility by certified high liability instructors.

**J-2) CONSENT AGENDA  
RESOLUTION  
MIAMI DADE COLLEGE**

### **Staff Summary**

Broward Community College and Miami Dade College were contacted and requested to provide a quote for a 2-day training program to include: 8-hour firearms training and qualification, a 4-hour defensive tactics refresher course, and a 4-hour vehicle operations course for 150 officers. This training is scheduled to be provided during the month of October 2007.

The Broward Community College, Institute of Public Safety (BCC-IPS) is located at 3501 Davie Road, Davie, Florida 33314 which is fourteen (14.0) miles from the City of Miami Gardens. BCC-IPS is a state of the art facility designed for use of the police academy. Cost for sixteen (16) hours of training is \$160.00 per officer.

The Miami-Dade College, School of Justice (MDC-SOJ) is located at 11380 N.W. 27 Avenue, Miami, Florida 33167 which is seven (7) miles from the City of Miami Gardens. MDC-SOJ is the largest academy in the tri-county area. Cost for sixteen (16) hours of training is \$143.00 per officer.

#### **Recommendation:**

The Miami Dade College School of Justice is the closest and offers the most economical training cost per officer. Therefore, it is respectfully requested that the City Council approve the attached resolution authorizing the City Manager to negotiate and execute an agreement with Miami Dade College School of Justice in the amount of \$21,450.00 to provide sixteen (16) hours of training for 150 sworn officers.

# Miami Dade College AGREEMENT FOR SERVICES

This Agreement is hereby made on the 9<sup>th</sup> day of May 2007 between the Miami Gardens Police Department ("Police Department and Miami Dade College ("MDC and/or College"), a public educational institution, located at 11380 NW 27<sup>th</sup> Avenue, Miami, FL, 33167 for the month of October 2007.

The City of Miami Gardens, Police Department desires to have the College provide particular law enforcement training to 150 city police officers at the College's North Campus, School of Justice.

The College has agreed to provide the requested law enforcement training services in accordance with the terms and conditions of this Agreement.

In consideration of the mutual agreements and promises set forth in this Agreement, the College shall provide the following training services:

1. 8-hours Range Qualification (FDLE) Discretionary Shooting for 30 officers per session on October 2, 3, 4, 5 and 9, 2007 at a pay rate of \$73.00 per officer. Ammunitions and weapons will be provided by the School of Justice.
2. 4-hours Vehicle Operations for 40 officers per session on October 9, 10, 11, 15, 16 and 17, 2007 at a pay rate of \$40.00 per officer. Vehicles will be provided.
3. 4-hours Defensive Tactics for 20 officers per session on October 9, 10, 11, 15, 16, and 17, 2007 at a rate of \$30.00 per officer. Appropriate equipments will be provided. Each officer will be given a Performance Evaluation.

An invoice package shall be submitted to the Police Department. In the package will also include an attendance sheet or sign-in sheet. The invoice amount shall be based on the number of police officers trained. The total number of police officers trained will not exceed 150. The total contract amount will not exceed Twenty-One Thousand, Four Hundred, Fifty Dollars (\$21,450.00).

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## Terms and Conditions

### 1. The College shall:

- a. Furnish light, heat and water by means of the appliances installed for ordinary purposes, but for no other purposes. Interruptions, delays, or failure in furnishing any of the same caused by anything beyond the control of the College shall not be chargeable to the College
- b. Is not responsible for any damage, accidents or injury that may happen to the Police Department its agents, representatives, employees, spectators and any and all other participants and/or property from any cause whatsoever arising out of or

Miami Dade College/Sch of Justice  
City of Miami Gardens Police Dept.  
FDLE Qualification Training

resulting from the above described activity during the period covered by this Agreement.

- c. Reserve the right, in the exercise of its discretion, to rescind and cancel this Agreement at any time when, in its opinion, the purpose or purposes for which the premises herein described are being used or intended to be used, shall be obnoxious or inimical to the best interests of the College; anything herein contained notwithstanding.
- d. The activities of MDC have first priority and the College reserves the right to alter this schedule by notifying the renting party 48 hours prior to a scheduled event.
- e. As its option, MDC attaches a rider, which outlines the fee schedule and other detail specifications of this Agreement, and becomes part of this Agreement.

## **2. The Police Department shall:**

- a. Obtain at the Police Department's own cost and expenses any and all licenses or permits required by law or ordinance
- b. Take the premises as they are found at the time of occupancy by the Police Department. In the event the Police Department finds it necessary to remove or change the equipment, the changes shall be made by the Police Department at the Police Department's expense and shall be replaced as found: provided, however, that no removals or changes shall be made without prior written consent of the MDC Campus President.
- c. Remove from the premises within twenty-four (24) hours following the conclusion of the contracted activity and all equipment and material owned by the Police Department. MDC assumes no liability for the Police Department's equipment or material.
- d. Have all deliveries of needed equipment and materials made only after approved arrangements with the Campus President
- e. Not assign this Agreement or sublet the premises or any part thereof or use said premises or any part thereof for any purposes other than that therein specified, without written consent of the MDC Campus President.
- f. Not bring on premises, keep, or possess or use any alcoholic beverages or gambling devices of any kind.
- g. Not use or store or permit to be stored in or on any part of the College's premises any substance or thing prohibited by any law or ordinance, or by standard policies or fire insurance companies operating in the state of Florida.
- h. Save College and its District Board of Trustees harmless and indemnify it against any claims or liability for workers compensation, public liability, property damage liability, or any claims for such damage, accident, or injury claims made by the Police Department's City Council, employees, agents or representatives that may arise as a result of the Police Department's participation activities on the College's property under this Agreement.

- i. Protect and indemnify the College, its District Board of Trustees and/or any officer, agent, or employee of the College and save them harmless in every way from all suits or actions at law for damage or injury to persons, life or property that may arise to be occasioned in any way because of the Police Department's occupancy of the facilities or premises.
- j. Assume full responsibility for the character, acts and conduct of all persons admitted to the College's facilities pursuant to the Police Department's consent and under this Agreement.
- k. Insurance coverage of combined single limits of \$1 million per occurrence, including costs will be provided by the Police Department. A certificate of insurance shall be provided and name: Miami Dade College, District Board of Trustees and Miami Dade College as additional insured.
- l. Present to MDC an advance security and/damage deposit in the amount of \$1,000.00 at least twenty-four (24) hours prior to the event. This deposit shall be either a cashier's check or bond make payable to: Miami Dade College. The deposit will be returned to the Police Department of the College after all financial obligations have been fulfilled.

### **3. Payment of Charges**

- a. All payments must be made by check or money order payable to: Miami Dade College
- b. All payments will be delivered to the Campus President no later than one (1) week after the Police Department has used the college facilities or services.
- c. Any Police Department not paying the agreed price within the stipulated time after the day of usage will only be permitted to use College facilities in the future after payment of delinquent charges and in advance of any future approved dates
- d. The fees and specific details as needed for the use of College facilities are outlined in Attachment A, and become part of this Agreement.

### **4. Additional Regulations and Acknowledgements:**

- a. Activities will not be permitted between the hours of 10:00 p.m. and 7:00 a.m.
- b. Smoking will not be allowed in the buildings of the College, nor will the use of any controlled substances that violate any federal, state or county statutes.
- c. Possession and/or consumption of alcoholic beverages are prohibited on all College property.
- d. Equipment owned by MDC will not be taken from the College property under any conditions and in the event any equipment is found missing, Police Department is responsible for its replacement cost.
- e. This Agreement will not be binding upon the College until approved by both the Campus President and the Provost for Operations, or their designees.



## ADDENDUM TO AGREEMENT FOR SERVICES

THIS ADDENDUM is hereby made on the 9 day of MAY, 2007, to that certain Agreement for Services between Miami Dade College School of Justice North Campus and the City of Miami Gardens, and provides as follows:

1. The contracting party to the Agreement shall be changed from the City of Miami Gardens Police Department to the City of Miami Gardens.

2. Under Terms and Conditions, Section 1(c), shall be amended as follows:

Both parties reserve the right, in the exercise of their discretion, to rescind and cancel this Agreement with or without cause. Before canceling or rescinding this Agreement, the canceling or rescinding party shall provide thirty (30) days notice to the other party.

3. Sections 1(b) and 2(h) of the Terms and Conditions shall be omitted and replaced with the following:

Miami Dade College shall indemnify and hold harmless the City, its officers and employees from liabilities, damages, losses and costs including, but not limited to, reasonable attorneys' fees through any appeal to the extent caused by the negligence, recklessness or intentional wrongful conduct of Miami Dade College and other persons employed or utilized by Miami Dade College in the performance of this Agreement.

City shall indemnify and hold harmless Miami Dade College, its officers and employees from liabilities, damages, losses and costs including, but not limited to, reasonable attorneys' fees through any appeal to the extent caused by the negligence, recklessness or intentional wrongful conduct of City and other persons employed or utilized by City in the performance of this Agreement. Nothing contained herein shall be deemed a waiver of sovereign immunity by the City.

4. Paragraph 2(e) shall be omitted and replaced with the following:

Neither party should have the right to assign this Agreement without written consent of the other party.

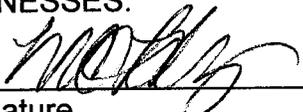
5. Paragraph 5 shall be added to the Agreement as follows:

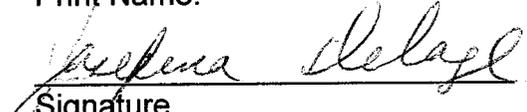
If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, expenses and court costs, including appellate fees incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

IN WITNESS WHEREOF the undersigned parties have executed this Agreement on the date indicated above.

(Signatures to follow on next page.)

WITNESSES:

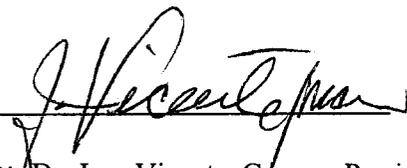
  
Signature  
Milagros C. Fernandez  
Print Name:

  
Signature  
JOSEFINA DELAGE  
Print Name:

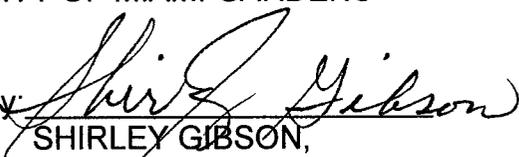
ATTEST:

  
Ronetta Taylor, CMC  
City Clerk

MIAMI DADE COLLEGE

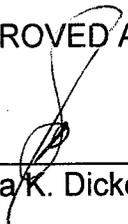
By:   
Title: Dr. Jose Vicente, Campus President

CITY OF MIAMI GARDENS

By:   
SHIRLEY GIBSON,  
Mayor

Date: 5/17/2007

APPROVED AS TO FORM:

  
Sonja K. Dickens, City Attorney