

RESOLUTION No. 21-179

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING THE INTERAGENCY AGREEMENT WITH MIAMI-DADE COUNTY FOR BASIC LAW ENFORCEMENT TRAINING FOR POLICE RECRUITS TO ATTEND THE MDPD BASIC LAW ENFORCEMENT TRAINING PROGRAM; PROVIDING IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, this Interagency Agreement between Miami-Dade County through Miami-Dade Police Department and the City of Doral through Doral Police Department will facilitate any and all police recruit's enrollment to the Miami-Dade Police Department's Basic Law Enforcement Training Program (Police Academy) at the Miami-Dade Public Safety Training Institute at an amount of \$6,000.00 (per trainee) not to exceed budgeted funds; and

WHEREAS, Staff has recommended that the City Council approve the Interagency Agreement between Miami-Dade County and the City of Doral for Basic Law Enforcement Training for police recruits to attend the MDPD Basic Law Enforcement Training Program (Police Academy).

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL AS FOLLOWS:

Section 1. Recitals. The above recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

Section 2. Approval. The Interagency Agreement between Miami-Dade County and the City of Doral for Basic Law Enforcement Training, attached hereto as Exhibit "A", which is incorporated herein and made a part hereof by this reference, is hereby approved. The City Manager is hereby authorized to execute the Interagency

Agreement on behalf of the City subject to approval as to form and legal sufficiency by the City Attorney.

Section 3. Authorization: The City Manager is hereby authorized to execute the Agreement for police recruits enrollment to the Miami-Dade Police Department's Basic Law Enforcement Training Program (Police Academy) at the Miami-Dade Public Safety Training Institute at an amount of \$6,000.00 (per trainee) not to exceed budgeted funds.

Section 4. Implementation. The City Manager and the City Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution.

Section 5. Effective Date. This Resolution shall become effective immediately upon its adoption.

The foregoing Resolution was offered by Councilmember Puig-Corve who moved its adoption. The motion was seconded by Councilmember Mariaca and upon being put to a vote, the vote was as follows:


Mayor Juan Carlos Bermudez	Yes
Vice Mayor Pete Cabrera	Yes
Councilwoman Digna Cabral	Yes
Councilwoman Claudia Mariaca	Yes
Councilman Oscar Puig-Corve	Yes

PASSED AND ADOPTED this 11 day of August, 2021.



JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:



CONNIE DIAZ, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:



LUIS FIGUEREDO, ESQ.
CITY ATTORNEY

EXHIBIT “A”

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

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

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

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

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

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

SECTION I. PURPOSE

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

SECTION II. RESPONSIBILITIES OF THE PARTIES

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

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

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

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

SECTION III. FEES AND PAYMENT

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

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

SECTION IV. INDEMNIFICATION

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

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

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

SECTION V. COMPLIANCE WITH LAWS

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

SECTION VI. EFFECTIVE DATE, TERM, AND MODIFICATION

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

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

MIAMI-DADE COUNTY:

Daniella Levine Cava, Mayor Date

Alfredo Ramirez III, Director Date
Miami-Dade Police Department

ATTEST:

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Assistant County Attorney Date
Miami-Dade County, Florida

CITY OF DORAL:

ATTEST:

Name of Authorized Signatory Date
Title

Name Date
Title

DORAL POLICE DEPARTMENT:

Hernan Organvidez Date
Chief