

**TOWN OF GOLDEN BEACH, FLORIDA**

**RESOLUTION NO. 1957.08**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING THE USE OF THE MIAMI DADE COLLEGE SCHOOL OF JUSTICE ASSESSMENT CENTER TO ADMINISTER THE GOLDEN BEACH POLICE SERGEANTS PROMOTIONAL PROCESS; APPROVING THE INTERLOCAL AGREEMENT BETWEEN THE TOWN AND MIAMI DADE COLLEGE SCHOOL OF JUSTICE ASSESSMENT CENTER; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town Council of the Town of Golden Beach, Florida (the "Town") wishes to utilize the Miami Dade College School of Justice Assessment Center to administer the Police Sergeants Promotional testing process required under the 2007-2010 Collective Bargaining Agreement between the Town and the Fraternal Order of Police, described and outlined in the attached Agenda Item Report; and

**WHEREAS**, the Town Council wishes to enter into the Interlocal Agreement (the "Agreement") attached to this Resolution as Exhibit "A" between the Town and Miami-Dade College School of Justice Assessment Center, as further described and outlined in the attached Agenda Item Report; and

**WHEREAS**, in accordance with the Town's purchasing procedures, professional services shall be exempt from competitive bidding; and

**WHEREAS**, the Town Council finds that the utilization of the Miami Dade College School of Justice to administer the Sergeants Promotional Process is in the best interest of the Town.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals Adopted.** That each of the above-stated recitals is hereby adopted and confirmed.

**Section 2. Authorization of Expenditure.** The expenditure of Law Enforcement Trust Fund (LETf) and / or Federally Forfeited Asset funds in an amount not more than \$7,500.00 for the utilization of the Miami Dade College School of Justice Assessment Center to administer the Sergeants promotional process, as described and outlined in the Agenda Item Report attached and incorporated herein, is hereby authorized and approved.

**Section 3. Agreement Approved.** That the Agreement is hereby approved in substantially the form attached hereto as Exhibit "A", subject to approval by the Town Attorney as to form and legal sufficiency.

**Section 4. Implementation.** That the Mayor and Town Manager are authorized to take any and all action which is necessary to implement this Resolution.

**Section 4. Effective Date.** That this Resolution shall be effective immediately upon adoption.

Sponsored by the **Administration.**

The Motion to adopt the foregoing Resolution was offered by Vice Mayor Rojas, seconded by Councilmember Lusskin and on roll call the following vote ensued:

Mayor Glenn Singer	<u>Aye</u>
Vice Mayor Amy Rojas	<u>Aye</u>
Councilmember Ben Einstein	<u>Aye</u>
Councilmember Judy Lusskin	<u>Aye</u>
Councilmember Ken Bernstein	<u>Aye</u>

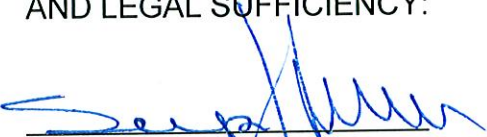
PASSED AND ADOPTED by the Town Council of the Town of Golden Beach,  
Florida, this 21<sup>st</sup> day of October, 2008.

ATTEST:

  
ELIZABETH SEWELL  
TOWN CLERK

  
MAYOR GLENN SINGER

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

  
STEPHEN J. HELFMAN  
TOWN ATTORNEY

AFFIDAVIT

STATE OF FLORIDA        )  
  )  
COUNTY OF MIAMI-DADE )

Before me, this day personally appeared James N. Skinner who deposes and says that:

I, James N. Skinner, Chief of Police, Town of Golden Beach, do hereby certify that this request for an expenditure of \$6,992.50 of the Town of Golden Beach's Law Enforcement Trust Fund for utilization of the Miami Dade College School of Justice Assessment Center to administer the Town Police Sergeants promotional process complies with the provisions of Florida State Statute 932.7055, as amended.

James N. Skinner     *James N. Skinner*  
Chief of Police  
Golden Beach Police Department

Subscribed and sworn to before me this 18 day of NOVEMBER, 2008, by James N. Skinner who is personally known to me.



## INTER-LOCAL AGREEMENT

THIS INTER-LOCAL AGREEMENT, is made as of this \_\_\_\_ day of \_\_\_\_, 2008, between the Town of Golden Beach (hereinafter called the "TOWN"), and Miami Dade College, School of Justice, Assessment Center, a public educational institution, (hereinafter called the "COLLEGE").

### RECITALS

**WHEREAS**, the TOWN is desirous of seeking services for in-depth evaluation for promotional applicants; and

**WHEREAS**, the COLLEGE having examined the scope of the services required hereunder and having expressed desire and willingness to provide such services and having presented qualifications to the TOWN in support of those expressed desires; and

**WHEREAS**, the TOWN wishes to retain the services of the COLLEGE, and the COLLEGE wishes to serve as the contractor; and

**WHEREAS**, as a result of the aforementioned, the TOWN agrees to enter into this Agreement with the COLLEGE; and

**WHEREAS**, the COLLEGE agrees to accept this Agreement and Addendum upon the terms and conditions hereinafter set forth.

**NOW, THEREFORE**, in consideration of the promises and the mutual covenants herein contained, the TOWN agrees to retain the COLLEGE to perform all services in connection with the services described herein.

### I. GENERAL PROVISIONS

1.1 Engagement. The TOWN agrees to engage the COLLEGE as a service provider to the TOWN for a period specified in paragraph 1.2, and the COLLEGE agrees to accept such engagement and to perform such services for the TOWN upon the terms, and subject to the conditions set forth herein.

1.2 Agreement Period. The terms of the Agreement (the “Professional Period”) shall commence on the October 21, 2008, and shall continue thereafter until terminated by either party with not less than 30 days written notice to the other party, in accordance with the notice requirements contained in Section IX.

1.3 Duties and Responsibilities. During the Professional Period, the service provider will serve as a professional consultant to the TOWN and shall perform and oversee those tasks outlined, including, but not limited to:

(a) FOR PROMOTIONAL LEVEL POSITIONS

(i) Promotional written exam, BADGE oral exam, and In-Basket Exam, will be provided for the positions of Police Sergeant as stipulated in Addendum “A” attached herewith.

(ii.) The TOWN will be responsible for supplying the COLLEGE with a job task analysis to be used for the development of written exam, and BADGE oral exam, and In-Basket for the position of Police Sergeant.

(iii.) The TOWN, through the Golden Beach Police Department, will provide subject matter experts to assist in the job task analysis process.

(iv.) The COLLEGE will select promotional level assessors from local law enforcement agencies other than the Golden Beach Police Department. Every attempt will be made to select well-trained assessors that reflect ethnic/racial and gender diversity. If balanced representation cannot be attained, the COLLEGE will so notify the TOWN Human Resources Department in writing 10 working days prior to the evaluation. Should it become necessary to conduct promotional level assessor training to achieve assessor diversity, the COLLEGE will train additional assessors.

(v.) The COLLEGE will be responsible for all aspects of the promotional examination process to include instrument development, administration, scoring procedure, and validation. The COLLEGE will provide the TOWN, through the TOWN Human Resources Department, at least ninety (90) days before the administration of any

assessment, detailed information concerning the full scope of work to be performed which will include, at least, the pertinent information contained on the attached Addendum "A".

(i) The COLLEGE shall also provide all other information and documents, excluding items that would compromise the security of an upcoming examination cycle, requested by the TOWN as may be necessary to ensure compliance with professional employment selection procedures.

(vi.) The TOWN, through the TOWN Human Resources Department, will provide the COLLEGE with a list of all promotional applicants who qualify to take the written exam no later than 45 calendar days prior to the scheduled exam date, unless otherwise mutually agreed upon. This list will be in alphabetical order. The COLLEGE shall provide the TOWN Human Resources Department with exam results as listed on Addendum "A".

(vii.) The COLLEGE will provide the TOWN Human Resources Department, a written breakdown of all scores as stipulated in Addendum "A".

(viii.) The TOWN, through the TOWN Human Resources Department, will provide each promotional level candidate with a breakdown and composite scores. The COLLEGE will provide each promotional level applicant an opportunity to receive formal feedback in a structured session as stipulated in Addendum "A".

(ix.) The TOWN, through the TOWN Human Resources Department, will produce the final rank ordered list by combining written score, BADGE score, In-Basket score, seniority points, and veterans' points, where applicable, according to established practices.

(x.) The COLLEGE will ensure the confidentiality of each promotional applicant's records, in accordance with Florida Public Records Law.

(xi.) The COLLEGE, is the official custodian of the records of the Assessment Center portion of the promotional process pursuant to Florida State Statutes.

(xii.) The COLLEGE will maintain a policies and procedures manual for the promotional assessment process.

(xiii.) The COLLEGE will conduct promotional feedback sessions as stipulated in Addendum "A".

(xiv.) The COLLEGE during promotional assessment will utilize currently employed sworn assessors or assessor who have been retired for no more than 5 years.

## **II. COMPENSATION**

2.1 Basic Compensation. In full consideration of the services of the COLLEGE hereunder, the COLLEGE shall be paid as stipulated in Addendum "A". The TOWN reserves the right to contract with the COLLEGE for additional services. The COLLEGE reserves the right to increase the contract amount paid by the TOWN for services under this Agreement as may be required by future cost increases for such services. Any increase in the contract price must be agreed upon and approved by the COLLEGE and the TOWN, and shall be in accordance with applicable TOWN, County and State regulations.

2.2 Expenses. As a part of, and in addition to the basic compensation described in this Agreement, the TOWN shall provide the COLLEGE with no additional compensation for any services performed in fulfilling the requirements of this Agreement. All additional requested expenses must be pre-approved through the Human Resources Director or designee and shall be in accordance with applicable TOWN, County and State regulations.

## **III. TERMINATION**

3.1 Termination for Cause. The TOWN shall have the right to terminate this Agreement for "cause". Termination for "cause" shall mean termination because of the material breach of covenants by the COLLEGE contained in this Agreement and Addendum "A", gross misconduct by the COLLEGE in the performance of duties herein, the commission by the COLLEGE of an action constituting common law fraud, or felony, or acts of the



COLLEGE resulting in material damage to the TOWN. "Material damage" shall be determined in the sole discretion of the TOWN.

3.2 Termination Without Cause. The TOWN shall have the right to terminate this Agreement, in which event the COLLEGE will thereupon be entitled only to compensation for the month in which such termination occurs. Either party may terminate this contract pursuant to Section 1.2.

#### **IV. INDEPENDENT CONTRACTOR AND PROFESSIONAL, HOLD HARMLESS PROVISIONS**

4.1 Independent Contractor and Professional. The COLLEGE acknowledges entering into this Agreement as an independent Contractor and professional, and that the COLLEGE shall therefore be responsible for the deposit and payment of any Federal Income Taxes, FICA, Unemployment Taxes or any similar fees or taxes that become due, and shall be responsible for the collection and payment of all withholdings, contributions and payroll taxes relating to the COLLEGE'S services, or those of employees of the COLLEGE. The TOWN shall not withhold from sums payable to the COLLEGE, any amount whatsoever for Federal Income Taxes, FICA, Unemployment Insurance Taxes or any similar fees or taxes. The COLLEGE, their employees or agents, will not be considered an employee of the TOWN or entitled to participate in plans, distributions, arrangements or other benefits extended to the TOWN employees.

4.2 Agency. Nothing herein shall imply or shall be deemed to imply an agency relationship between the TOWN and COLLEGE.

4.3 Indemnification and Hold Harmless. To the extent and within the statutory limits of §768.28, Florida Statutes, as may be amended, The COLLEGE shall indemnify and save the TOWN and its employees, agents and assigns harmless from any claims, damages or liability to third parties, including the costs of defense in which either of the parties may be involved in the performance of the duties outlined in this Agreement, except that the

COLLEGE shall not indemnify the TOWN for any negligent act or omission of the TOWN.

#### **V. MODIFICATION**

5.1 This Agreement may not be amended or modified unless in writing and signed by both parties.

#### **VI. ASSIGNMENT**

6.1 This Agreement and the rights of the COLLEGE and obligations hereunder may not be assigned by the COLLEGE without the express written consent of the TOWN. The TOWN may assign its rights, together with its obligations hereunder.

#### **VII. SEVERABILITY, SURVIVAL**

7.1 If any provision of this Agreement is found to be void and unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall nevertheless be binding upon the parties with the same effect as though the void or unenforceable provision had been severed and deleted.

#### **VIII. INSURANCE**

8.1 The COLLEGE is a self-insured public entity pursuant to §768.28, FL. Stat., it shall maintain the following insurance coverage during the term(s) of this Agreement:

(All insurance as marked by the Town)

  x a. Professional Liability Insurance in the amount of \$500,000 with deductible per claim if any, not to exceed 5% of the limit of liability providing for all sums which the COLLEGE shall become legally obligated to pay as damages for claims arising out of the services performed by the COLLEGE or any person employed in connection with this Agreement. This insurance shall be maintained for three (3) years after any WORK covered by this Agreement.

\_\_\_ b. Comprehensive general liability insurance with broad form endorsement, including automobile liability, completed operations and products liability, contractual liability, severability of interests with cross liability provision, and personal injury and property damage liability with limits of \$500,000 combined single limit per occurrence for bodily injury and property damage. Said policy or policies shall name TOWN as additional insured and shall reflect the hold harmless provision contained herein.

  x   c. Worker's Compensation Insurance for all employees of COLLEGE as required by Florida Statutes Section 440, and employers liability insurance with limits not less than \$100,000.

\_\_\_ d. Other (or increased amounts of) insurance which TOWN shall from time to time deem advisable or appropriate. Such new or additional insurance to be effective as of the sooner of ninety (90) days after notice thereof or the next annual renewal of any policy being increased (as applicable).

\_\_\_ e. All policies shall contain waiver of subrogation against TOWN where applicable, and shall expressly provide that such policy or policies are primary over any other collective insurance that TOWN may have.

\_\_\_ f. All of the above insurance is to be placed with Best-rated A-8 or better insurance companies, qualified to do business under laws of the State of Florida.

\_\_\_ g. The TOWN shall be named as an additional insured under such policies. Said policies shall contain a "severability of interest or "cross liability" clause without obligation for premium payment of the TOWN. The TOWN reserves the right to request a copy of required policies for review.

\_\_\_ h. All policies shall provide for thirty (30) days notice to TOWN prior to cancellation or material change.

\_\_\_ i. The COLLEGE shall furnish Certificates of Insurance to the Human Resources Department prior to the commencement of operations

## IX. NON-DISCRIMINATION

9.1 EEO and ADA: The COLLEGE must be and remain in compliance with all local, state and federal Equal Employment Opportunity (EEO) and American Disabilities Act (ADA) requirements.

9.2 It is understood that the COLLEGE shall not discriminate against any employee in the performance or the contract with respect to hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of age, marital status, race, color, religion, national origin, sex, or disability.

9.3 Town Policy Regarding Conduct. All contractors, their employees, agents and subcontractors must abide by the TOWN'S policies regarding conduct. Discrimination, harassment, and/or violations of TOWN policies will not be tolerated and are grounds for termination of the contract without harm to the TOWN or its employees.

## X. NOTICE

10.1 Any notice, request, instruction or other document required or permitted to be given hereunder by either party hereto to the other shall be in writing, and delivered personally, or sent by certified or registered mail, postage prepaid, return receipt requested, to the address set forth for such party at the bottom of this Agreement. Any notice so given shall be deemed received when personally delivered or three (3) days after mailing. Any party may change the address to which notices are to be sent by giving notice of such change of address to the other party in the manner herein provided for giving notice. Notice as the Town of Golden Beach shall be to:

**Name**, Town Manager  
Town of Golden Beach  
1 Golden Beach Drive  
Golden Beach, FL 33160  
cc: **Name**, Town Attorney

Notice as to COLLEGE shall be to:

Karina Pavone, Director  
Miami Dade College School of Justice Assessment Center  
11380 NW 27<sup>th</sup> Avenue, Room 8324  
Miami, Florida 33167

#### **XI. AUDITS**

11.1 The COLLEGE shall maintain adequate records to justify all charges and costs incurred in performing the services for at least three (3) years after completion of this Agreement. The TOWN shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal working business hours at the COLLEGE'S place of business.

#### **XII. APPLICABLE LAW**

12.1 This Agreement shall be governed by and constructed in accordance with the Laws of The State of Florida applicable to agreements made and to be performed entirely within the State.

#### **XIII. COUNTERPARTS**

13.1 This Agreement may be executed simultaneously in several counterparts, each of which will be an original, but all of which together will constitute one and the same instrument.

#### **XIV. ENTIRE AGREEMENT**

14.1 This Agreement represents the entire Agreement between the TOWN and the COLLEGE with respect to the subject matter hereof, and all prior Agreements between the parties, written or oral, shall be of no further force and effect.

**ADDENDUM "A"**

**TOWN OF GOLDEN BEACH SERVICE AGREEMENT  
2008 POLICE DEPARTMENT PROMOTIONAL EXAMINATION PROCESS**

The 2008 promotional examination process for the Town of Golden Beach Police Sergeant position will be prepared by the Miami Dade College, North Campus, School of Justice Assessment Center. Each examination process will include the following services:

- Develop and prepare written exams, using the job analysis provided by the Town of Golden Beach
- Develop and prepare B.A.D.G.E. oral exams, using the job analysis provided by the Town of Golden Beach
- Provide orientation sessions for candidates
- Administer written exam, to include materials and testing facility
- Administer B.A.D.G.E. oral exam, to include materials and testing facility, video equipment, and trained assessors
- Administer In-Basket exam, to include materials, testing facility, and trained assessors
- Grade and compile scores for the written exam, B.A.D.G.E. oral exam, and In-Basket exam
- Prepare final reports\*, to include breakdown and compilation of each candidate's scores, breakdown chart with all candidates scores, explanation of scoring and weighting procedures, candidate B.A.D.G.E. and In-Basket feedback reports
- Provide expert testimony as needed

**Dates for required services:**

	Reading List Posts	General Orientation	Administer Written Exam	Administer BADGE	Administer In-Basket	Final Report*
SGT.	11/01/2009	TBD	No sooner than 03/01/2009	No sooner than 03/01/2009	No sooner than 03/02/2009	No sooner than 04/21/2009

The total fee for the Sergeant promotional process is **\$6,992.50**. For each process, half of the fee will be paid when services begin. The second half of the fee will be paid upon the conclusion of the services for each process.

\_\_\_\_\_  
NAME  
Golden Beach Town Mayor

11/03/08

\_\_\_\_\_  
Date

\_\_\_\_\_  
NAME  
Golden Beach Town Attorney

11/7/08

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dr. Jose Vicente, President  
Miami Dade College, North Campus

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dr. Meredith E. Gibbs, Provost for Operations  
Miami Dade College

\_\_\_\_\_  
Date