

RESOLUTION No. 2009-06-951

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, THAT CERTAIN AGREEMENT FOR CONSULTING SERVICES WITH THE INTERNATIONAL ASSOCIATION OF CHIEFS OF POLICE (IACP) TO PROVIDE TESTING AND ASSESSMENTS FOR THE CITY'S POLICE DEPARTMENT, 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 International Association of Chiefs of Police ("IACP") provides for testing and assessments for police officers, and

WHEREAS, City of Miami Gardens requires that a testing procedure be developed for Sergeants based upon the Police Department's Standard Operating Procedures and Florida law, and,

WHEREAS, the IACP provides the requisite services, and

WHEREAS, the City's Purchasing Code exempts service contracts from competitive bidding requirements, and

WHEREAS, City Council would like to authorize the City Manager to enter into an Agreement with IACP to provide testing and assessment services for Police Sergeants,

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

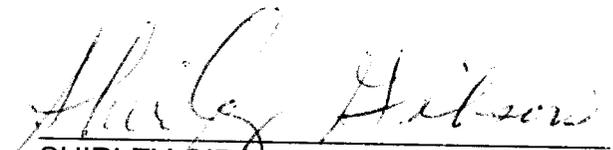
Section 1. ADOPTION OF REPRESENTATIONS: The foregoing Whereas paragraphs are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

Section 2. AUTHORIZATION: The City Manager and City Clerk are hereby authorized and directed to execute and attest, respectively, that certain Agreement with the International Association of Chiefs of Police for Police Sergeant testing and assessment services, a copy of which is attached hereto as **Exhibit A**.

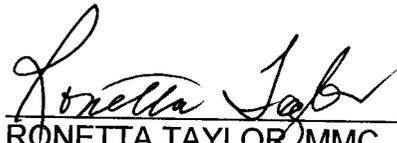
Section 3. INSTRUCTIONS TO THE CITY CLERK: The City Clerk is hereby authorized to obtain three (3) fully executed copies of the subject Agreement, with one to be maintained by the City; with one to be delivered to the International Association of Chiefs of Police, and with one to be directed to the Office 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 JANUARY 14, 2009.


SHIRLEY GIBSON, MAYOR

ATTEST:


RONETTA TAYLOR, MMC, CITY CLERK

Prepared by SONJA KNIGHTON DICKENS, ESQ.
City Attorney

SPONSORED BY: DANNY CREW, CITY MANAGER

Resolution No. 2009-06-951

MOVED BY: Vice Mayor Watson
SECOND BY: Councilman Campbell

VOTE: 6-0

Mayor Shirley Gibson	<u> X </u> (Yes)	<u> </u> (No)
Vice Mayor Barbara Watson	<u> X </u> (Yes)	<u> </u> (No)
Councilman Melvin Bratton, Sr.	<u> </u> (Yes)	<u> </u> (No) (not present)
Councilman Aaron Campbell, Jr.	<u> X </u> (Yes)	<u> </u> (No)
Councilman Oliver Gilbert III	<u> X </u> (Yes)	<u> </u> (No)
Councilwoman Sharon Pritchett	<u> X </u> (Yes)	<u> </u> (No)
Councilman André Williams	<u> X </u> (Yes)	<u> </u> (No)

SKD/teh
8308732_1.DOC



City of Miami Gardens Agenda Cover Memo

Council Meeting Date:	<i>January 14, 2009</i>		Item Type: <small>(Enter X in box)</small>	Resolution	Ordinance		Other	
				X				
Fiscal Impact: <small>(Enter X in box)</small>	Yes	No	Ordinance Reading: <small>(Enter X in box)</small>	1st Reading		2nd Reading		
	X			Public Hearing: <small>(Enter X in box)</small>	Yes	No	Yes	No
Funding Source:	General Fund- Police Department		Advertising Requirement: <small>(Enter X in box)</small>		Yes		No	
							X	
Contract/P.O. Required: <small>(Enter X in box)</small>	Yes	No	RFP/RFQ/Bid #:	N/A				
	X							
Sponsor Name	Dr. Danny O. Crew		Department:	Police Department				

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, THAT CERTAIN AGREEMENT FOR CONSULTING SERVICES WITH THE INTERNATIONAL ASSOCIATION OF CHIEFS OF POLICE (IACP) TO PROVIDE TESTING AND ASSESSMENTS FOR THE CITY'S POLICE DEPARTMENT, 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:

The Miami Gardens Police Department has been in operation since December 16, 2007. A common element present in all police agencies is the aspect of promotions and transfers due to attrition of personnel and departmental growth. The Department presently has utilized a promotional list for the position of sergeant that was established from oral interviews conducted by the Chief and Deputy Chief with the assistance of the Human Resources Department. The interviews were restricted to those individuals who had been supervisors in other agencies or

were on a promotional list in their previous agency. As a result, nine officers have been promoted to sergeant since the inception of the Department.

While this form of promotional process has sufficed during our initial deployment, it is not a long term solution that is conducive to the stable growth of the department. Many individuals have distinguished themselves in their performance but have no avenue for participation in the process currently in place. In addition, during the recent attempt at union formation, a significant issue raised by the officers was the lack of a competitive promotional testing process for the position of sergeant.

The standard in most law enforcement agencies is to administer a written testing device to narrow down a pool of candidates who will then participate in an assessment process consisting of written, oral or a combination of responses. At the conclusion of the process a numerical list is created based on the actual scores given by outside assessors. The list is maintained for a period of two years from which promotions are then made.

The Department has contacted the International Association of Chiefs of Police (IACP) Center for Testing Services and Executive Search to obtain a proposal for creating, implementing and administering a written test and combination oral and written in basket assessment center. The IACP is an internationally recognized organization which governs and sanctions many police policies and legislative procedures nationwide.

The Department's Command Staff has attended a seminar sponsored by IACP and had significant conversations with their staff regarding the development of a testing instrument. It is believed that using an internationally accredited agency such as IACP will add a level of transparency and integrity to the Department's process. As the process may be open to scrutiny in its infancy, utilizing an independent non-local entity such as IACP is the preferred option at this time. Local consideration to testing entities was given but as the Department is comprised of officers from throughout the United States a national company was the best choice at this time.

The proposal will provide for the IACP Staff to develop the testing device for sergeant based on the Department's Standard Operating Procedures and Florida Procedural Law State Statutes. \. It is expected that the process will begin within six months, which will allow the first set of promotions to occur in the summer of 2009. The Department anticipates administering the sergeant test every two years. At that time there will be a recurring cost associated with test development and administration that will not be as costly. Implementing this type of process is just the next step in professionalizing the agency and ensuring a promotional process that is transparent and equitable for all involved.

Proposed Action:

That the City Council authorize the City Manager to negotiate and execute a contract with the IACP for police sergeant testing services for the Miami Gardens Police Department.

Attachment:

AGREEMENT FOR CONSULTING SERVICES- Attachment A

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT is made and entered into this 23rd day of February, 2009 by and between the CITY of Miami Gardens, a Florida municipal corporation (hereinafter referred to as "CITY"), and the International Association of Chiefs of Police, CONSULTANT (hereinafter referred to as "Consultant") and jointly referred to as the Parties.

WITNESSETH:

WHEREAS, the International Association of Chiefs of Police ("IACP") provides testing and assessment services to police departments, and

WHEREAS, the City would like to enter into a service agreement with the IACP for the provision of academic testing and assessments for the City's Police Department,

NOW THEREFORE, in consideration of the premises and the mutual covenants herein named, the parties hereto agree as follows:

Article 1. Scope of Work

The Scope of Services is attached hereto as Exhibit "A" and incorporated herein by reference.

Article 2. CITY Responsibilities

The CITY will provide a location for all testing and assessments and will also provide all equipment necessary to conduct all testing and assessments (easels, pads, projector and laptops.) CITY will also coordinate with CONSULTANT to schedule dates and times of testing and assessments.

Article 3. Consultant Responsibilities

CONSULTANT will provide enough personnel to conduct the services outlined in the Scope of Work outlined in this Agreement.

Article 4. Qualifications

CONSULTANT and the individual executing this Agreement on behalf of the CONSULTANT warrant to the CITY that the CONSULTANT is authorized to do business in the State of Florida, is in good standing and that CONSULTANT possesses all of the required licenses and certificates of competency required by the State of Florida and the County of Miami-Dade to perform the work herein described.

Article 5. Compensation/Expenses

The CITY shall pay the total sum of \$21,000.00 ("Compensation") for all services to be provided. Payments shall be made upon completion of the services to be provided. The Compensation shall cover one hundred (100) written exams and an assessment of the top twenty (20) candidates.

The Compensation includes all developmental and administrative costs. However, the City agrees to pay all anticipated travel expenses, which shall not exceed the sum of \$5,000.00.

Article 6. Additional Services

The CITY and CONSULTANT agree to negotiate any additional services, which are outside the scope of this agreement that may be required of CONSULTANT.

Article 7. Term

This Agreement shall commence upon the execution by both parties and shall continue for a period of six (6) months or until completion of all services to be provided, unless terminated sooner as provided for in this Agreement.

Article 8. Indemnification

CONSULTANT shall, at CONSULTANT's sole cost and expense, defend, indemnify, and hold the CITY and all of its elected officials, officers, agents, or employees, harmless from and against any and all losses, demands, claims, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or in any way connected with CONSULTANT's performance or non-performance of any provision of this Agreement including, but not limited to, liabilities arising from contracts between CONSULTANT and third parties made pursuant to this Agreement. CONSULTANT shall reimburse the CITY for all of its expenses including reasonable attorney fees and costs incurred in connection with the defense of any such claim or investigation, throughout the appeals process.

Nothing contained herein shall be deemed a waiver of sovereign immunity by the CITY.

Article 9. Termination

The CITY may, for its convenience and without cause, terminate this Agreement by giving CONSULTANT written notice at least fifteen (15) days prior to the effective date of the termination. Upon written notice of the CITY's desire to terminate this Agreement, CONSULTANT shall provide only those services and incur only those expenses specifically approved or directed in writing by the CITY Manager or his designee.

CONSULTANT may terminate this Agreement by giving the CITY written notice at least fifteen (15) days prior to the effective date of termination.

In the event of termination or expiration of this Agreement, CONSULTANT and CITY shall cooperate in good faith in order to effectuate a smooth and harmonious transition from CONSULTANT to the CITY or to any other person or entity the CITY may designate, and to maintain during such period of transition that same services provide to the CITY pursuant to the terms of this Agreement.

CONSULTANT will take all reasonable and necessary actions to transfer all records, etc. and data of the CITY in its possession in an orderly fashion to either the CITY or its designee in a hard copy and computer format.

If either party terminates this Agreement, the CITY shall only pay CONSULTANT for the services provided through the date of termination.

Article 10. Ownership

All documents, forms, examinations, assessments, originated or prepared by either party pursuant to this Agreement including papers, charts, computer programs, and other documentation or improvements thereto shall be owned by the CITY. Consultant understands that in accordance with Chapter 119 that certain documents are not subject to public disclosure and must be kept confidential. In that regard any and all documents that are created as a result of this Agreement shall be deemed the property of the City and shall not be subject to disclosure to any third parties except through a request made directly to the City.

Article 11. Modification/Amendment

This writing and exhibits contains the entire Agreement of the parties. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

No agent, employee, or other representative of either party is empowered to modify and amend the terms of this Agreement, unless executed in writing with the same formality as this Document. No waiver of any provision of this Agreement shall be valid or enforceable unless such waiver is in writing and signed by the party granting such waiver.

Article 12. Severability

If any term or provision of this Agreement shall to any extent be held invalid, or illegal by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term and provision of this agreement shall be valid and be enforced to the fullest extent permitted by law.

Article 13. Governing Law

This Agreement shall be construed in accordance with and governing by the laws of the State of Florida, with venue lying in Miami-Dade County, Florida.

Article 14. Waiver

The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

No waiver by the CITY of any provision of this Agreement shall be deemed to be a waiver of any other provisions hereof or of any subsequent breach by CONSULTANT of the same, or any other provision or the enforcement thereof. The CITY's consent to or approval of any act by CONSULTANT requiring the CITY's consent or approval shall not be deemed to render unnecessary the obtaining of the CITY's consent to or approval of any subsequent consent or approval of CONSULTANT, whether or not similar to the act so consented to or approved.

Article 15. Notices/Authorized Representatives

Any notices required or permitted by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered mail with postage prepaid return receipt delivery, by registered or certified mail with postage prepaid return receipt requested, or by Federal Express addressed to the parties at the following address:

CITY:
Danny Crew, CITY Manager
CITY of Miami Gardens

CONSULTANT:
Kim Kohlhepp
IACP

1515 NW 167th Street #200
Miami Gardens, FL 33169

515 North Washington Street
Alexandria, VA 22314-2357

With a copy to:
Sonja K. Dickens, Esq.
CITY Attorney
Arnstein & Lehr LLP
200 East Las Olas Blvd., Suite 1700
Ft. Lauderdale, FL 33301

Either party shall have the right to change its address for notice purposes by sending written notice of such change of address to the other party in accordance with the provisions herein.

Article 16. Independent Contractor

CONSULTANT is and shall remain an independent contractor not an employee or agent of the CITY. Services provided by CONSULTANT shall be by employees of CONSULTANT and nothing in this Agreement shall in any way be interpreted or construed to deem said employees to be agents, employees, or representatives of the CITY.

CONSULTANT shall be responsible for all compensation, tax responsibilities, insurance benefits, other employee benefits, and any other status or rights of its employees during the course of their employment with CONSULTANT.

Article 17. Assignment

This Agreement is not assignable by either party.

Article 18. Prohibition Against Contingent Fees

CONSULTANT warrants that it has no employees or retained any CONSULTANT or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), CONSULTANT, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

Article 19. Attorneys' Fees

Should any dispute arise hereunder, the prevailing party shall be entitled to recover all costs, expenses and attorney's fees incurred in such dispute,

whether or not suit be brought, and such right shall include all of such costs, expenses and attorney's fees through all appeals or other actions.

Article 20. Non-Discrimination

CONSULTANT agrees to comply with all local and state civil rights ordinances and with Title VI of the Civil Rights Act of 1964 as amended, the Americans with the Disabilities Act of 1990, the Age Discrimination Act of 1975. CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/family status or status with regard to public assistance. CONSULTANT will take affirmative action to insure that all employment practices are free from such discrimination.

Article 21. Conflict of Interest

CONSULTANT agrees to adhere to and be governed by the Miami-Dade County Conflict of Interest Ordinance Section 2-11.1, as amended, which is incorporated by reference herein as if fully set forth herein, in connection with the Agreement conditions hereunder.

Article 22. Binding Effect

All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective assigns, successors, legal representatives, heirs and beneficiaries, as applicable.

Article 23. Construction

This Agreement and the terms hereof shall be construed in accordance with the laws of the State of Florida and venue for all actions in a court of competent jurisdiction shall lie in Miami-Dade County, Florida.

Article 24. Entire Agreement

No statements, representations, warranties, either written or oral, from whatever source arising, except as expressly stated in this Agreement, shall have any legal validity between the parties or be binding upon any of them. The parties acknowledge that this Agreement contains the entire understanding and agreement of the parties. No modifications hereof shall be effective unless made in writing and executed by the parties hereto with the same formalities as this Agreement is executed.

Article 25. Captions and Paragraph Headings

Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope and intent of this Agreement, nor the intent of any provisions hereof.

Article 26. Joint Preparation

The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. It is the parties' further intention that this Agreement be construed liberally to achieve its intent.

Article 27. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement.

Article 28. Exhibits are Inclusionary

All exhibits attached hereto or mentioned herein which contain additional terms shall be deemed incorporated herein by reference. Typewritten or handwritten provisions inserted in this form or attached hereto shall control all printed provisions in conflict therewith.

Article 29. Retention of Records

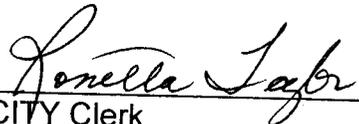
CONSULTANT shall keep its books, records and accounts as may be necessary in order to record complete and correct entries related to this Agreement.

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

CITY OF MIAMI GARDENS

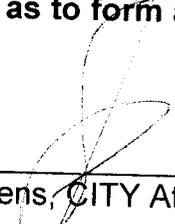
Date: 1/21/2009

ATTEST:



CITY Clerk
Ronetta Taylor, CMC

Approved as to form and legal sufficiency:



Sonja Dickens, CITY Attorney

INTERNATIONAL ASSOCIATION OF CHIEFS OF POLICE

By:

Signature

Date

Print name

Exhibit "A"

SCOPE OF WORK

- **Job Analysis:** The IACP will perform a complete analysis of the target job. The analysis will involve a review of existing documentation, on-site interviews and observation, and a job analysis survey.
- **Test Development:** Test development is directly based on job analysis information, providing the basis for content validity. Multiple-choice job knowledge items will be developed from site-specific materials, such as policy and procedure manuals. Testing also generally covers outside readings related to the job.
- **Study Guide:** These guides include a list of sources for the examination, sample items, and instructions to help candidates prepare for the examination. Study guides are provided to candidates well before test administration.
- **Administration:** The IACP staff will administer the test.
- **Results and Documentation:** Computer scoring of test responses is available from the IACP. All work conducted will be documented, and a complete report given to your organization.
- **Job Analysis:** The IACP will conduct a complete on-site analysis of the target job.
- **Assessment Center Development:** Based on information obtained in the job analysis, the IACP will develop exercises and evaluation dimensions that reflect the requirements of the target job. This provides the method for content validation. Many jurisdictions face unique problems that lend themselves well to the development of exercises. The IACP can develop exercises that capture these unique situations and provide information as to candidates' abilities to deal effectively with such challenges.
- **Administration:**
 - *Candidate Orientation:* An orientation session will be conducted for all candidates. The orientation will describe the process and include illustrative examples.
 - *Assessor Training:* Assessors will participate in training conducted by the IACP just prior to the assessment center. The core of this training will be practice and feedback, using videotapes of the actual exercises to be used and the associated assessor report forms.

- *Exercise Administration:* Candidates will participate in exercises during an intensive period of assessment. All activities will be scheduled in advance, and an IACP Administrator will monitor all procedures.
- *Report Writing/Scoring:* Here, the assessor reviews the data collected on a candidate in order to assign a numerical score on the job-related dimensions measured in the assessment center exercises. The scores are made independently and without discussion with other assessors. Not only are the numerical scores recorded, but each rating is supported by specific examples of behavior observed in each exercise.
- *Data Integration:* After the completion of exercises and report writing, data concerning candidates is combined. This integration can be accomplished by an assessor consensus meeting or by statistical combination of data. In either case, the final rating on each performance dimension is based on multiple raters evaluating performance in different situations. The result is a comprehensive picture of each candidate's capabilities and a quantitative evaluation on job-related dimensions.
- **Results and Documentation:** Following the conclusion of the assessment center, the IACP Administrator prepares a final report for the organization that includes a summary of assessment center development and candidate performance data. Information concerning candidates includes an overall summary score and ratings concerning each candidate's strengths and weaknesses in performance-related dimensions.