OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Memorandum

MIAMI-DADE COUNTY

Date: March 3, 2009

To: Honorable Chairman Dennis C. Moss
and Members, Board of County Commissioners

From: George M. Burgess
County Manager

Agenda Item No. 8(I)(1)(B)

Resolution No. R-177-09

Subject: Retroactive Interlocal Agreement with the Cities of South Miami and Doral for Miami-Dade Police Department (MDPD) School Crossing Guards Services

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Recommendation

It is recommended that the Board approve the attached resolution authorizing the execution of an Interlocal Agreement between Miami-Dade County and the Cities of South Miami and Doral for school crossing guards services. This agreement is retroactive for the 2008-09 school year, and continues for two additional school years, 2009-10 and 2010-11. The cost of the services for the 2008-09 school year for South Miami is $74,579 and for Doral, $227,327. The costs for following years will be determined during the budget process for the respective cities.

Scope

The Interlocal Agreement provides services within the cities of South Miami and Doral.

Fiscal Impact/Funding Source

The school crossing guards services are fully reimbursed to the Miami-Dade Police Department. There is no fiscal impact to the county.

Track Record/Monitor

The Interlocal Agreement will be monitored by the Miami-Dade Police Department.

Background

The School Crossing Guard Program has generally been a municipal service provided by each municipality. However, the Miami-Dade Police Department (MDPD) had historically provided this service to requesting municipalities, using revenues generated by traffic violations and surcharges on parking fees. In FY2004-05, the program had grown to the point where it required an additional funding source, therefore, municipalities assumed the responsibility of paying the County for the services provided. This resolution allows services to continue to the City of South Miami and to add services for the City of Doral. The services will be provided during the current school year, 2008-09 and for two additional school years through 2010-2011. Costs include actual salary, fringe benefits, vehicles, and contract support.

The agreement states that MDPD will provide school crossing guard services to the Cities at various schools within the City limits. The services will be provided during the regular school year, not including summer sessions, teacher workdays or holidays. The daily hours of services will be determined by the commencement and dismissal times of the schools. The agreement requires the services of seven (7) non-sworn personnel for South Miami and 20 non-sworn personnel for Doral. MDPD employees who provide these services are County employees, subject to MDPD and County policies and procedures.

Submission of this item was delayed due to obtaining required approvals by the two respective city councils within their timelines. Additionally, the City of Doral added a school requiring changes after the start of school year. Each City Council has since adopted their respective agreement.

Assistant County Manager

MEMORANDUM

(Revised)

TO: Honorable Chairman Dennis C. Moss and Members, Board of County Commissioners

DATE: March 3, 2009

FROM: R. A. Cuevas, Jr. County Attorney

SUBJECT: Agenda Item No. 8(I)(1)(B)

Please note any items checked.

_____ **"4-Day Rule" ("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**

_____ **Bid waiver requiring County Mayor's written recommendation**

_____ **Ordinance creating a new board requires detailed County Manager's report for public hearing**

_____ **Housekeeping item (no policy decision required)**

_____ **No committee review**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(I)(1)(B)
3-3-09

RESOLUTION NO. **R-177-09**

RESOLUTION AUTHORIZING RETROACTIVE EXECUTION OF AN INTERLOCAL AGREEMENT FOR SCHOOL CROSSING GUARD SERVICES BETWEEN MIAMI-DADE COUNTY AND THE CITIES OF SOUTH MIAMI AND DORAL; AND AUTHORIZING THE COUNTY MAYOR OR HIS DESIGNEE TO EXECUTE AMENDMENTS, RENEWALS, AND EXTENSIONS AND TO EXERCISE THE CANCELLATION 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,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board finds it is in the best interest of Miami-Dade County to approve the execution of an Interlocal Agreement for School Crossing Guard Services between Miami-Dade County and the Cities of South Miami and Doral, in substantially the form attached hereto and made a part hereof, and authorizes the County Mayor or his designee to execute the Agreement for and on behalf of Miami-Dade County, and to execute any amendments, renewals and extensions of same, and to exercise the cancellation provisions contained in the Agreement.

The foregoing resolution was offered by Commissioner Jose "Pepe" Diaz, who moved its adoption. The motion was seconded by Commissioner Rebeca Sosa and upon being put to a vote, the vote was as follows:

Dennis C. Moss, Chairman aye
Jose "Pepe" Diaz, Vice-Chairman aye

Bruno A. Barreiro	aye	Audrey M. Edmonson	aye
Carlos A. Gimenez	aye	Sally A. Heyman	aye
Barbara J. Jordan	aye	Joe A. Martinez	absent
Dorrin D. Rolle	aye	Natacha Seijas	absent
Katy Sorenson	aye	Rebeca Sosa	aye
Sen. Javier D. Souto	absent		

The Chairperson thereupon declared the resolution duly passed and adopted this 3rd day of March, 2009. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: **Kay Sullivan**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Ben Simon

INTERLOCAL AGREEMENT BETWEEN
MIAMI-DADE COUNTY AND CITY OF DORAL
SCHOOL CROSSING GUARDS SERVICE

THIS AGREEMENT, by and between the City of Doral (COD) a municipal corporation organized and existing under the laws of the State of Florida,
(hereinafter referred to as "the City"), Miami-Dade County, Florida (hereinafter referred to collectively as "MDC"), the Miami-Dade Police Department (hereinafter referred to as "MDPD").

WHEREAS, the City is desirous of establishing and maintaining a high level of competent professional School Crossing Guard (SCG) service in conjunction and harmony with its fiscal policies of sound, economical management, and

WHEREAS, the City should have the flexibility to determine the level and deployment of SCG services and to establish service priorities; and, with the cooperation and recommendation from Miami-Dade County Public Schools, Department of Safety, and

WHEREAS, the MDPD, Community Affairs Bureau (CAB) Pedestrian Safety Section (PSS) personnel should be responsive to the assigned schools, student pedestrian/cyclist and school support personnel, and should work cooperatively with school personnel and the City to ensure the safety of the students as they arrive and depart from school property, and,

WHEREAS, MDC has agreed to render to the City a continuing high level of professional service, and the City is desirous of contracting for such services upon the terms and conditions hereinafter set forth, and

WHEREAS, the parties' interest is to develop a long standing relationship in order to effectively serve the City, the applicable school(s) and its students, and

WHEREAS, MDC and the City would like to abide by the following principles:

1. MDPD, PSS should be responsive to the school and its pedestrian students of the City.

2. MDPD, PSS should work cooperatively with the City and school officials in a problem-solving mode to maintain the safety and welfare of student pedestrians.

3. MDC should provide at a reasonable cost, efficient, and high-quality training appropriate for SCG personnel.

4. MDC shall provide to the City for the term of this Agreement, and any extensions of the term in accordance with the provisions of this Agreement, competent professional SCG services with the stipulated elementary schools in the City to the extent and in the manner agreed

5

upon by the parties.

NOW THEREFORE, in consideration of the following mutual obligations the parties agree as follows:

ARTICLE I

PURPOSE AND INTENT

MDC shall provide to the City competent, courteous, lawful, efficient and effective SCG services, as specified and for the term prescribed in this Agreement. The City will pay for, and cooperate with MDC in the provision of those professional services.

The Whereas Clauses express the intent of the parties and are incorporated into this Agreement.

ARTICLE II

DEFINITIONS

For the purposes of this Agreement, the following terms shall be defined as:

City Officials: Means the council members, City Manager, City Attorney, and employees of the City.

Community Affairs Bureau (CAB) Major: Shall mean the MDPD Bureau Major who is responsible for overseeing the compliance with contractual stipulations and maintenance of quality service delivery.

Pedestrian Safety Section (PSS) (Supervisor): Means a designated Supervisor who reports to the CAB Captain. The responsibilities include the supervision, evaluation, and direction of the daily activities of the Pedestrian Safety Project Coordinators, SCG Supervisors, SCGs, and a Secretary.

Personnel: Shall mean MDPD CAB and SCG personnel assigned to the City.

School Crossing Guard (SCG): Shall mean certified civilian personnel, employed by MDPD, who are utilized to conduct departmentally-approved pedestrian and traffic safety programs in the area of public elementary schools. SCG's shall be equipped with all standard issued uniform and supplies as depicted in Exhibit A.

SCG Unit: Shall mean the Departmental entity that reports to the CAB Major, which is responsible for coordinating pedestrian and traffic safety programs utilized to assist elementary school children in arriving and departing from schools in a safe manner. The SCG Unit is primarily responsible for providing assistance to all public elementary schools in unincorporated MDC and municipalities that contract services.

Service: Shall mean comprehensive SCG patrol services provided each day of

the regular academic year excluding summer sessions, except when elementary schools are not in session for whatever reason.

Staffing Levels: Shall mean the number of SCG's assigned to and accepted by the City as they are listed in Exhibit B of this Agreement. The levels described in Exhibit B do not include staffing for SCGs during summer sessions.

Staff Schedules: Shall mean those schedules prepared by the CAB Major or his designee to appropriately deploy personnel to ensure appropriate resources are maintained each shift.

ARTICLE III

SCHOOL CROSSING GUARD SERVICES

MDPD shall provide SCG services, as set forth in this Agreement in accordance with Florida Statutes.

3.1 Without limiting the duty prescribed in the preceding paragraph, MDPD SCG personnel provide services during operational times of the regular public school year, not including summer sessions, Professional Development Days or Teacher's Workdays, Statutory Holidays, any other school holidays and when schools are closed.

3.2 The actual hours of service will be determined by the commencement and dismissal times of the schools identified in subparagraph 3.4.

3.3 Nothing in this contractual Agreement is intended to usurp the authority of MDPD policies and procedures. In addition, nothing herein is intended to usurp the authority of the City, its policies, procedures, and charter.

3.4 SCG services will be provided to the following locations:

i. E. B. Thomas Elementary
5959 NW 114 Avenue
Doral, Florida 33178

ii. John I. Smith Elementary
10415 NW 52 Street
Doral, Florida 33178

iii. Dr. Rolando Espinosa K-8 Center
8600 NW 112 Avenue
Doral, Florida 33178

ARTICLE IV

CONSIDERATION

4.1 MDC will invoice the City for all of the actual costs of SCG services provided to the City since the beginning of the regular public school year commencing August 18, 2008. All payments are due no later than the 30th day from receipt of an invoice by the City. The quarterly invoices to the City will be for the City to reimburse MDC for the total actual costs of the SCG services provided including eighteen (18) SCGs and the associated supervisory, vehicle and contract support fees.

4.2 Payment for services rendered for each contract year shall be based upon the level of service requested by the City pursuant to Article 7.2. Staffing in excess of the requested service level, listed in Exhibit B, shall require written authorization by the City Manager. The levels described in Exhibit B do not including staffing for SCGs during summer sessions.

4.3 The actual costs shall include direct supervisory and school crossing guard personnel salaries, plus all associated fringe benefits, applicable annual overhead, uniform, other general operating supplies, and standard support equipment. Exhibit C illustrates estimated annual cost based on FY 2008-09 figures and will be updated in subsequent years if requested by the City.

4.4 Payment for the services provided by MDC for subsequent years shall be based upon the level of staffing services requested by the City Manager utilizing the actual costs of personnel and equipment.

4.5 Vehicle costs for FY 2008-09 will be charged at the prorated flat rates shown in Exhibit C. At the beginning of subsequent fiscal years, the annual prorated flat rate for vehicles will be adjusted to reflect the updated costs at that time and the City will be billed accordingly.

4.6 A contract support fee will be charged on services provided to the City and may be adjusted and modified on a yearly basis. The current estimated costs for FY 2008-09 are shown in Exhibit

ARTICLE V

COMMAND STAFF

5.1 The CAB Major shall, among other specified duties, act as liaison between the City and MDPD.

5.2 In the event the City becomes dissatisfied with the performance of the SCG program, specific concerns regarding performance should be discussed with the CAB Major to ascertain avenues of resolution and immediate remediation, if any.

5.3 MDPD agrees to act expeditiously and in good faith in resolving any problems experienced by the City.

ARTICLE VI

EMPLOYMENT RESPONSIBILITY

6.1 All SCG employees and other persons employed by MDPD in the performance of SCG services for the City shall be and remain MDC employees.

6.2 MDPD employees will continue to abide by MDPD policies and procedures established in the Departmental Manual and pertinent subordinate directives.

6.3 MDC is, and shall be, in the performance of all work, services and activities under this Agreement, an independent contractor and not an employee, agent or servant of the City. Nothing in this Agreement shall be construed to create an employment relationship between the City and any MDC employees.

ARTICLE VII

EMPLOYMENT; RIGHT OF CONTROL

7.1 MDPD shall have and maintain the responsibility and control of the services rendered, standards of performance, discipline of personnel, all personnel-related matters including but not limited to assigning new personnel, transfers, promotions and any other matters incident to the performance of the services, duties and responsibilities, as described and contemplated in this Agreement. Transfers may be made for promotional, career opportunity, at the request of the employee, or at the request of the CAB Major, or at the discretion of the Director of MDPD or designee.

7.2 Staffing levels are listed in Exhibit B of this Agreement, and may be modified, in consultation with the City Manager, by the CAB Major from time to time as needs arise. The level, degree, type of service and number of positions assigned to each service shall be determined by the City in consultation with MDPD. However, at no time shall the staffing level be less than the determined minimum number of requisite positions mutually agreed upon and reflected in Exhibit C.

7.3 In the event the City Manager becomes dissatisfied with the performance of any personnel assigned to the City, the City Manager shall discuss the concerns with the CAB Major. Upon request of the City Manager, the CAB Major may transfer or reassign personnel out of the City with the concurrence of the Director of MDPD or designee. The CAB Major will promptly address concerns expressed by the City Manager regarding

performance of SCG personnel pursuant to this agreement.

ARTICLE VIII

EMPLOYMENT; AUTHORITY TO ACT

8.1 SCGs provide pedestrian and traffic safety assistance to elementary school children in arriving and departing from schools in a safe manner.

8.2 The PSS shall be authorized to direct the daily SCG operations in the City; effectuate the City's and MDPD's priorities; manage the delivery of SCG services, and ensure the SCG needs of the concerned school and City are adequately met.

ARTICLE IX

CLAIMS

9.1 MDC is a political subdivision of the State of Florida and has elected to provide a program to administer and resolve claims that would generally be covered by a contractual insurance carrier, subject to the provisions of Section 768.28, Florida Statutes.

9.2 During the term of this Agreement, MDC shall process any and all claims by any parties related to MDC's performance of services specified in this Agreement, subject to the limitations of Section 768.28, Florida Statutes.

ARTICLE X

INDEMNIFICATION

10.1 To the extent permitted by law and as limited by Section 768.28, Florida Statutes, the City shall defend, indemnify and hold harmless MDC and its officers, employees, or agents from any and all liability, losses or damages, including attorneys' fees and costs of defense, which MDC or its officers, employees, or agents may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the negligent performance of this Agreement by the City, its employees, officers and agents. MDC shall promptly notify the City of each claim, cooperate with the City in the defense and resolution of each claim and not settle or otherwise dispose of the claim without the City's participation.

10.2 To the extent permitted by law and as limited by Section 768.28, Florida Statutes, MDC shall defend, indemnify and hold harmless the City and its officers, employees, or agents from any and all liability, losses or damages, including attorneys' fees and costs of

defense, which the City or its officers, employees, or agents may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the negligent performance of this Agreement by MDC, its employees, officers, and agents. The City shall promptly notify MDC of each claim, cooperate with MDC in the defense and resolution of each claim and not settle or otherwise dispose of the claim without MDC's participation.

10.3 The indemnification provisions of this Agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of the Agreement provided the claims are based upon actions that occurred during the performance of this Agreement.

ARTICLE XI

TERMINATION AND REMEDIES

11.1 In the event the City intends to cancel, terminate, and/or independently contract with another provider of SCG Services, the City shall provide written notification of such intent to MDPD at least 45 days prior to the cancellation date. Upon the date of cancellation of this agreement, the City shall incur all costs and liabilities associated with providing a school crossing guard program, an independently contracted SCG program, or failure to provide any such program.

11.2 In the event that either party breaches a material term or condition of this Agreement, other than an event of default, the party in breach, upon receipt of a written request from the non-breaching party, shall remedy the breach within 30 days of receipt of the request. If the breach is not cured within the specified time period, the non-breaching party may utilize the remedies of declaratory judgment, specific performance, mandamus or injunctive relief to compel the breaching party to remedy the breach.

11.3 The parties reserve all available remedies afforded by law to enforce any term of condition of this Agreement. The parties shall submit to the dispute resolution procedures of Chapter 164, Florida Statutes, prior to the filing of any legal proceeding.

ARTICLE XII

OPTION TO RENEW

12.1 The parties shall meet no later than June 1, 2010, to negotiate the terms and conditions of any extension (the "Renewal Term") to the Initial Term listed in Article XIII and shall conclude such negotiations no later than January 31, 2011, in order for both parties to anticipate budgetary considerations for fiscal year range.

11

12.2 In the event that the parties cannot come to a mutual Agreement on the terms and conditions of the Renewal Term, this Agreement shall expire on the date specified in Article XIII.

ARTICLE XIII

TERM

This Agreement shall be effective beginning with the first day of the 2008/2009 Academic School year (August 18, 2008) and will expire upon completion of the last day of the 2010/2011 Academic School year, unless terminated earlier as specified in Article XI.

ARTICLE XIV

INDEPENDENT CONTRACTORS

MDC, for the purposes of this Agreement, is and shall remain an independent contractor.

ARTICLE XV

AUTHORITY TO EXECUTE; NO CONFLICT CREATED

15.1 The County Mayor, by execution of this Agreement, represents to the City that he has full power and authority to make and execute this Agreement pursuant to the resolution of the County Commission.

15.2 The City Mayor, by the execution of this Agreement, represents to the MDC that the manager has full power and authority to make and execute this Agreement pursuant to the resolution of the City Council.

ARTICLE XVI

AMENDMENTS

This Agreement may be modified at any time during the term by mutual written consent of both parties.

ARTICLE XVII

NOTICE

All required notices shall be given by first class mail, except that any notice of termination shall be mailed via U.S. Mail, return receipt requested. Notices shall be addressed to the parties at the following addresses:

City: City Mayor
Juan Carlos Bermudez
City of Doral
8300 NW 53 Street
Doral, Florida 33166

and City Attorney
John Hearn
City of Doral
8300 NW 53 Street
Doral, Florida 33166

MDC: County Mayor
Carlos Alvarez
Miami-Dade County
Stephen P. Clark Center
111 NW First Street
Suite 2910
Miami, Florida 33128

and Director
Robert Parker
Miami-Dade Police Department
9105 NW 25 Street
Miami, Florida 33172

and Office of the County Attorney
Stephen P. Clark Center
111 NW First Street
Suite 2810
Miami, Florida 33128

ARTICLE XVIII

NON-ASSIGNABILITY

Neither party shall assign any of the obligations or benefits of this Agreement.

ARTICLE XIX

ENTIRE AGREEMENT

19.1 The parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and Agreement of the parties regarding the subject matter of the Agreement.

19.2 The exhibits referred to and annexed to this Agreement are made a part of this Agreement.

19.3 If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement.

ARTICLE XX

BINDING EFFECT

This Agreement shall insure to the benefit of, and be binding upon, the respective parties' successors.

Signature Page to Follow

ATTEST:

By: Barbara Herrera
Barbara Herrera,
City Clerk

CITY OF DORAL,

A municipal corporation

Juan Carlos Bermudez,
Mayor

APPROVED AS TO FORM AND

LEGAL SUFFICIENCY:

By: _____

City Attorney

MIAMI-DADE COUNTY
A political subdivision of the
State of Florida
By its Board of County
Commissioners:

_____
Carlos Alvarez
County Mayor

ATTEST:

HARVEY RUVIN, CLERK

By_____

Deputy Clerk

APPROVED AS TO FORM AND

LEGAL SUFFICIENCY:

By_____
County Attorney

Exhibit A

MIAMI-DADE POLICE DEPARTMENT
UNIFORM AND EQUIPMENT FOR SCHOOL CROSSING GUARD

	Quantity authorized	
	School Crossing Guard	Supervisor
Pair of shoes	18	1
Pairs of long pants (2)	18	1
Shirts with patches (5)	18	1
Jacket with patches	18	1
Name tag	18	1
Baseball cap	18	
Safety vests (2)	18	1
Pair of mesh gloves	18	
Whistle	18	1
Raincoat	18	1
Belt	18	1

EXHIBIT B

THE CITY OF DORAL
School Crossing Guard Staffing Level

Job Classification	Quantity
Pedestrian Safety Project Coordinator	1
SCG Supervisor	1
School Crossing Guard	18
Total	20

EXHIBIT C

THE CITY OF DORAL
Minimum Staffing Assignments
School Crossing Guard Staffing

Job Classification	Quantity
Pedestrian Safety Project Coordinator	1
SCG Supervisor	1
School Crossing Guard	18
Total	20

EXHIBIT D

The City of Doral School Crossing Guards

Current Estimated Costs

Projected FY 2008-2009

Classification	#	Average Cost	Adjustment	Total	
School Crossing Guard	18	$10,649		**$191,687**	*
School Crossing Guard Supervisor	1	$46,133	38%	**$17,300**	**
Pedestrian Safety Project Coordinator	1	$64,965	14%	**$9,281**	
SUB-TOTAL NON-SWORN	20			**$218,267**	
Vehicles					
SCG Supervisor	1	$6,835	38%	**$2,563**	*
Pedestrian Safety Project Coordinator	1	$6,835	14%	**$976**	**
SUB-TOTAL VEHICLES	---------->			**$3,540**	
SUB-TOTAL PERSONNEL	---------->			**$221,807**	
(Sworn, Non-Sworn, Vehicles)					
General Overtime	1	$2,000	14%	$286	**
SUB-TOTAL (Overtime)	---------->			**$286**	
Subtotal w/ Overtime				**$222,092**	
Contract Support Fee	---------->			**$5,235**	
TOTAL				**$227,327**	

* % of 3 schools in Doral vs. 8 Schools Assigned.

** % of 3 school in Doral vs. 21 Schools Assigned

Personnel costs includes the 4% COLA effective July 2008

The Contract Support Fee must be updated to correspond to the appropriate fiscal year.

RESOLUTION NO. 08 - 106

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA APPROVING THE INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE CITY OF DORAL SCHOOL CROSSING GUARDS SERVICE; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Doral seeks to maintain the highest level of competent school crossing guard services; and

WHEREAS, since its inception, the City of Doral has had an school crossing guard program that is partially funded through ticket revenue; and

WHEREAS, Staff respectfully requests that the City Council approve the Interlocal Agreement between Miami-Dade County and the City of Doral School Crossing Guards Service due to the expansion of the program this year to include the new Rolando Espinosa K-8 facility.

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

Section 1. The City Council hereby approves the Interlocal Agreement between Miami-Dade County and the City of Doral School Crossing Guards Service.

Section 2. This Resolution shall become effective immediately upon its adoption.

The foregoing Resolution was offered by Vice Mayor Cabrera who moved its adoption. The motion was seconded by Councilman DiPietro and upon being put to a vote, the vote was as follows:

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Peter Cabrera	Yes
Councilman Michael DiPietro	Yes
Councilwoman Sandra Ruiz	Yes
Councilman Robert Van Name	Yes

PASSED and ADOPTED this 18th day of November, 2008.

JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:

BARBARA HERRERA, CITY CLERK

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

JOHN J. HEARN, CITY ATTORNEY

INTERLOCAL AGREEMENT BETWEEN
MIAMI-DADE COUNTY AND CITY OF SOUTH MIAMI
SCHOOL CROSSING GUARDS SERVICE

THIS AGREEMENT, by and between the City of South Miami a municipal corporation organized and existing under the laws of the State of Florida, (Hereinafter referred to as "the City"), Miami-Dade County, Florida (hereinafter referred to collectively as "MDC"), the Miami-Dade Police Department (hereinafter referred to as "MDPD").

WHEREAS, the City is desirous of establishing and maintaining a high level of competent professional School Crossing Guard (SCG) service in conjunction and harmony with its fiscal policies of sound, economical management, and

WHEREAS, the City should have the flexibility to determine the level and deployment of SCG services and to establish service priorities; and, with the cooperation and recommendation from Miami-Dade County Public Schools, Department of Safety, and

WHEREAS, the MDPD, Community Affairs Bureau (CAB) Pedestrian Safety Section (PSS) personnel should be responsive to the assigned schools, student pedestrian/cyclist and school support personnel, and should work cooperatively with school personnel and the City to ensure the safety of the students as they arrive and depart from school property, and,

WHEREAS, MDC has agreed to render to the City a continuing high level of professional service, and the City is desirous of contracting for such services upon the terms and conditions hereinafter set forth, and

WHEREAS, the parties' interest is to develop a long standing relationship in order to effectively serve the City, the applicable school(s) and its students, and

WHEREAS, MDC and the City would like to abide by the following principles:

1. MDPD, PSS should be responsive to the school and its pedestrian students of the City.

2. MDPD, PSS should work cooperatively with the City and school officials in a problem-solving mode to maintain the safety and welfare of student pedestrians.

3. MDC should provide at a reasonable cost, efficient, and high-quality training appropriate for SCG personnel.

4. MDC shall provide to the City for the term of this Agreement, and any extensions of the term in accordance with the provisions of this Agreement, competent professional SCG services with the stipulated elementary schools in the City to the extent and in the manner agreed upon by the parties.

22

NOW THEREFORE, in consideration of the following mutual obligations the parties agree as follows:

ARTICLE I

PURPOSE AND INTENT

MDC shall provide to the City competent, courteous, lawful, efficient and effective SCG services, as specified and for the term prescribed in this Agreement. The City will pay for, and cooperate with MDC in the provision of those professional services.

The Whereas Clauses express the intent of the parties and are incorporated into this Agreement.

ARTICLE II

DEFINITIONS

For the purposes of this Agreement, the following terms shall be defined as:

Community Affairs Bureau (CAB) Major: Shall mean the MDPD Bureau Major who is responsible for overseeing the compliance with contractual stipulations and maintenance of quality service delivery.

Personnel: Shall mean MDPD CAB and SCG personnel assigned to the City.

School Crossing Guard (SCG): Shall mean certified civilian personnel, employed by MDPD, who are utilized to conduct departmentally-approved pedestrian and traffic safety programs in the area of public elementary schools. SCG's shall be equipped with all standard issued uniform and supplies as depicted in Exhibit A.

SCG Unit: Shall mean the Departmental entity that reports to the CAB Major, which is responsible for coordinating pedestrian and traffic safety programs utilized to assist elementary school children in arriving and departing from schools in a safe manner. The SCG Unit is primarily responsible for providing assistance to all public elementary schools in unincorporated MDC and municipalities that contract services.

Service: Shall mean comprehensive SCG patrol services provided each day of the regular academic year excluding summer sessions, except when elementary schools are not in session for whatever reason.

Staffing Levels: Shall mean the number of SCG's assigned to and accepted by the City as they are listed in Exhibit B of this Agreement. The levels described in Exhibit B do not include staffing for SCGs during summer sessions.

23

Staff Schedules: Shall mean those schedules prepared by the CAB Major or his designee to appropriately deploy personnel to ensure appropriate resources are maintained each shift.

Pedestrian Safety Section (PSS) (Supervisor): Shall mean a designated Supervisor who reports to the CAB Captain. The responsibilities include the supervision, evaluation, and direction of the daily activities of the Pedestrian Safety Project Coordinators, SCG Supervisors, SCGs, and a Secretary.

City Officials: Shall mean the council members, City Manager, City Attorney, and employees of the City.

ARTICLE III

SCHOOL CROSSING GUARD SERVICES

MDPD shall provide SCG services, as set forth in this Agreement in accordance with Florida Statutes.

3.1 Without limiting the duty prescribed in the preceding paragraph, MDPD SCG personnel provide services during operational times of the regular public school year, not including summer sessions, Professional Development Days or Teacher's Workdays, Statutory Holidays, any other school holidays and when schools are closed.

3.2 The actual hours of service will be determined by the commencement and dismissal times of the schools identified in subparagraph 3.4.

3.3 Nothing in this contractual Agreement is intended to usurp the authority of MDPD policies and procedures. In addition, nothing herein is intended to usurp the authority of the City, its policies, procedures, and charter.

3.4 SCG services will be provided to the following locations:

i. Ludlum Elementary
6639 Southwest 74 Street
South Miami, Florida 33143

ii. South Miami Elementary
6800 Southwest 60 Street
South Miami, Florida 33143

24

ARTICLE IV

CONSIDERATION

4.1 MDC will invoice the City for all of the actual costs of SCG services provided to the City since the beginning of the regular public school year commencing August 18, 2008. All payments are due no later than the 30th day from receipt of an invoice by the City. The quarterly invoices to the City will be for the City to reimburse MDC for the total actual costs of the SCG services provided including five (5) SCGs and the associated supervisory, vehicle and contract support fees.

4.2 Payment for services rendered for each contract year shall be based upon the level of service requested by the City pursuant to Article 7.2. Staffing in excess of the requested service level, listed in Exhibit B, shall require written authorization by the City Manager. The levels described in Exhibit B do not including staffing for SCGs during summer sessions.

4.3 The actual costs shall include direct supervisory and school crossing guard personnel salaries, plus all associated fringe benefits, applicable annual overhead, uniform, other general operating supplies, and standard support equipment. Exhibit D illustrates estimated annual cost based on FY 2008-09 figures and will be updated in subsequent years if requested by the City.

4.4 Payment for the services provided by MDC for subsequent years shall be based upon the level of staffing services requested by the City Manager utilizing the actual costs of personnel and equipment.

4.5 Vehicle costs for FY 2008-09 will be charged at the prorated flat rates shown in Exhibit D. At the beginning of subsequent fiscal years, the annual prorated flat rate for vehicles will be adjusted to reflect the updated costs at that time and the City will be billed accordingly.

4.6 A contract support fee will be charged on services provided to the city and may be adjusted and modified on a yearly basis. The current estimated costs for FY 2008-09 are shown in Exhibit D.

ARTICLE V

COMMAND STAFF

5.1 The CAB Major shall, among other specified duties, act as liaison between the City and MDPD.

5.2 In the event the City becomes dissatisfied with the performance of the SCG program, specific concerns regarding performance should be discussed with the CAB Major to ascertain avenues of resolution and immediate remediation, if any.

5.3 MDPD agrees to act expeditiously and in good faith in resolving any problems experienced by the City.

ARTICLE VI

EMPLOYMENT RESPONSIBILITY

6.1 All SCG employees and other persons employed by MDPD in the performance of SCG services for the City shall be and remain MDC employees.

6.2 MDPD employees will continue to abide by MDPD policies and procedures established in the Departmental Manual and pertinent subordinate directives.

6.3 MDC is, and shall be, in the performance of all work, services and activities under this Agreement, an independent contractor and not an employee, agent or servant of the City. Nothing in this Agreement shall be construed to create an employment relationship between the City and any MDC employees.

ARTICLE VII

EMPLOYMENT; RIGHT OF CONTROL

7.1 MDPD shall have and maintain the responsibility and control of the services rendered, standards of performance, discipline of personnel, all personnel-related matters including but not limited to assigning new personnel, transfers, promotions and any other matters incident to the performance of the services, duties and responsibilities, as described and contemplated in this Agreement. Transfers may be made for promotional, career opportunity, at the request of the employee, or at the request of the CAB Major, or at the discretion of the Director of MDPD or designee.

7.2 Staffing levels are listed in Exhibit B of this Agreement, and may be modified, in consultation with the City Manager, by the CAB Major from time to time as needs arise. The level, degree, type of service and number of positions assigned to each service shall be determined by the City in consultation with MDPD. However, at no time shall the staffing level be less than the determined minimum number of requisite positions mutually agreed upon and reflected in

Exhibit C.

7.3 In the event the City Manager becomes dissatisfied with the performance of any personnel assigned to the City, the City Manager shall discuss the concerns with the CAB Major. Upon request of the City Manager, the CAB Major may transfer or reassign personnel out of the City with the concurrence of the Director of MDPD or designee. The CAB Major will promptly address concerns expressed by the City Manager regarding performance of SCG personnel pursuant to this agreement.

ARTICLE VIII

EMPLOYMENT; AUTHORITY TO ACT

8.1 SCGs provide pedestrian and traffic safety assistance to elementary school children in arriving and departing from schools in a safe manner.

8.2 The PSS shall be authorized to direct the daily SCG operations in the City; effectuate the City's and MDPD's priorities; manage the delivery of SCG services, and ensure the SCG needs of the concerned school and City are adequately met.

ARTICLE IX

CLAIMS

9.1 MDC is a political subdivision of the State of Florida and has elected to provide a program to administer and resolve claims that would generally be covered by a contractual insurance carrier, subject to the provisions of Section 768.28, Florida Statutes.

9.2 During the term of this Agreement, MDC shall process any and all claims by any parties related to MDC's performance of services specified in this Agreement, subject to the limitations of Section 768.28, Florida Statutes.

ARTICLE X

INDEMNIFICATION

10.1 To the extent permitted by law and as limited by Section 768.28, Florida Statutes, the City shall defend, indemnify and hold harmless MDC and its officers, employees, or agents from any and all liability, losses or damages, including attorneys' fees and costs of defense, which MDC or its officers, employees, or agents may incur as a result of any claim, demand, suit, or cause of action or

27

proceeding of any kind or nature arising out of, relating to, or resulting from the negligent performance of this Agreement by the City, its employees, officers and agents. MDC shall promptly notify the City of each claim, cooperate with the City in the defense and resolution of each claim and not settle or otherwise dispose of the claim without the City's participation.

10.2 To the extent permitted by law and as limited by Section 768.28, Florida Statutes, MDC shall defend, indemnify and hold harmless the City and its officers, employees, or agents from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the City or its officers, employees, or agents may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the negligent performance of this Agreement by MDC, its employees, officers, and agents. The City shall promptly notify MDC of each claim, cooperate with MDC in the defense and resolution of each claim and not settle or otherwise dispose of the claim without MDC's participation.

10.3 The indemnification provisions of this Agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of the Agreement provided the claims are based upon actions that occurred during the performance of this Agreement.

ARTICLE XI

TERMINATION AND REMEDIES

11.1 In the event the City intends to cancel, terminate, and/or independently contract with another provider of SCG Services, the City shall provide written notification of such intent to MDPD at least 45 days prior to the cancellation date. Upon the date of cancellation of this agreement, the City shall incur all costs and liabilities associated with providing a school crossing guard program, an independently contracted SCG program, or failure to provide any such program.

11.2 In the event that either party breaches a material term or condition of this Agreement, other than an event of default, the party in breach, upon receipt of a written request from the non-breaching party, shall remedy the breach within 30 days of receipt of the request. If the breach is not cured within the specified time period, the non-breaching party may utilize the remedies of declaratory judgment, specific performance, mandamus or injunctive relief to compel the breaching party to remedy the breach.

28

11.3 The parties reserve all available remedies afforded by law to enforce any term of condition of this Agreement. The parties shall submit to the dispute resolution procedures of Chapter 164, Florida Statutes, prior to the filing of any legal proceeding.

ARTICLE XII

OPTION TO RENEW

12.1 The parties shall meet no later than June 1, 2010, to negotiate the terms and conditions of any extension (the "Renewal Term") to the Initial Term listed in Article XIII and shall conclude such negotiations no later than January 31, 2011, in order for both parties to anticipate budgetary considerations for fiscal year range.

12.2 In the event that the parties cannot come to a mutual Agreement on the terms and conditions of the Renewal Term, this Agreement shall expire on the date specified in Article XIII.

ARTICLE XIII

TERM

This Agreement shall be effective beginning with the first day of the 2008/2009 Academic School year (August 18, 2008) and will expire upon completion of the last day of the 2010/2011 Academic School year, unless terminated earlier as specified in Article XI.

ARTICLE XIV

INDEPENDENT CONTRACTORS

MDC, for the purposes of this Agreement, is and shall remain an independent contractor.

ARTICLE XV

AUTHORITY TO EXECUTE; NO CONFLICT CREATED

15.1 The County Mayor, by execution of this Agreement, represents to the City that he has full power and authority to make and execute this Agreement pursuant to the resolution of the County Commission.

15.2 The City Mayor, by the execution of this Agreement, represents to the MDC that the manager has full power and authority to make and execute this Agreement pursuant to the resolution of the City Council.

29

ARTICLE XVI

AMENDMENTS

This Agreement may be modified at any time during the term by mutual written consent of both parties.

ARTICLE XVII

NOTICE

All required notices shall be given by first class mail, except that any notice of termination shall be mailed via U.S. Mail, return receipt requested. Notices shall be addressed to the parties at the following addresses:

City:

City Manager
W. Ajibola Balogun
City of South Miami
6130 Sunset Drive
South Miami, Florida 33143

and

City Attorney
Nagin Gallop Figueredo
City of South Miami
18001 Old Cutler Road
Suite 556
Palmetto Bay, Florida 33157

MDC:

County Manager
George M. Burgess
Miami-Dade County
Stephen P. Clark Center
111 NW First Street
Suite 2910
Miami, Florida 33128

and

Director
Robert Parker
Miami-Dade Police Department
9105 NW 25 Street
Miami, Florida 33172

and Office of the County Attorney
Stephen P. Clark Center
111 NW First Street
Suite 2810
Miami, Florida 33128

ARTICLE XVIII

NON-ASSIGNABILITY

Neither party shall assign any of the obligations or benefits of this Agreement.

ARTICLE XIX

ENTIRE AGREEMENT

19.1 The parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and Agreement of the parties regarding the subject matter of the Agreement.

19.2 The exhibits referred to and annexed to this Agreement are made a part of this Agreement.

19.3 If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement.

ARTICLE XX

BINDING EFFECT

This Agreement shall insure to the benefit of, and be binding upon, the respective parties' successors.

Signature Page to Follow

ATTEST:

CITY OF SOUTH MIAMI,

A municipal corporation

By: _____
Maria M. Menendez
City Clerk

_____
Horace Feliu,
Mayor

APPROVED AS TO FORM AND

LEGAL SUFFICIENCY:

By: _____
Luis R. Figueredo
City Attorney

MIAMI-DADE COUNTY
A political subdivision of the
State of Florida
By its Board of County
Commissioners:

_____
Carlos Alvarez
County Mayor

ATTEST:

HARVEY RUVIN, CLERK

By_____

Deputy Clerk

APPROVED AS TO FORM AND

LEGAL SUFFICIENCY:

By_____
County Attorney

Exhibit A

MIAMI-DADE POLICE DEPARTMENT
UNIFORM AND EQUIPMENT FOR SCHOOL CROSSING GUARD

Quantity authorized

	School Crossing Guard	Supervisor
Pair of shoes	5	1
Pairs of long pants (2)	5	1
Shirts with patches (5)	5	1
Jacket with patches	5	1
Name tag	5	1
Baseball cap	5	
Safety vests (2)	5	1
Pair of mesh gloves	5	
Whistle	5	1
Raincoat	5	1
Belt	5	1

EXHIBIT B

THE CITY OF SOUTH MIAMI
School Crossing Guard Staffing Level

Job Classification	Quantity
Pedestrian Safety Project Coordinator	1
SCG Supervisor	1
School Crossing Guard	5
Total	7

EXHIBIT C

THE CITY OF SOUTH MIAMI
Minimum Staffing Assignments
School Crossing Guard Staffing

Job Classification	Quantity
Pedestrian Safety Project Coordinator	1
SCG Supervisor	1
School Crossing Guard	5
Total	7

EXHIBIT D

The City of South Miami School Crossing Guards

Current Estimated Costs

Projected FY 2008-2009

Classification	#	Average Cost	Adjustment	Total	
School Crossing Guard	5	$ 10,649		**$53,246**	
School Crossing Guard Supervisor	1	$ 46,133	29%	**$13,378**	*
Pedestrian Safety Project Coordinator	1	$ 64,965	6%	**$3,898**	**
SUB-TOTAL NON-SWORN	7			**$70,523**	
Vehicles					
SCG Supervisor	1	$6,529	29%	**$1,893**	*
Pedestrian Safety Project Coordinator	1	$6,529	6%	**$392**	**
SUB-TOTAL VEHICLES	---------->			**$2,285**	
SUB-TOTAL PERSONNEL (Sworn, Non-Sworn, Vehicles)	---------->			**$72,808**	
General Overtime	1	$2,000	6%	$120	**
SUB-TOTAL (Overtime)	---------->			**$120**	
Subtotal w/ Overtime				**$72,928**	
Contract Support Fee	---------->			**$1,651**	
TOTAL				**$74,579**	

* % of 2 schools in South Miami vs. 7 Schools Assigned.

** % of 2 school in South Miami vs. 34 Schools Assigned

Personnel costs includes the 4% COLA effective July 2008

The Contract Support Fee must be updated to correspond to the appropriate fiscal year.

Personnel Cost include fringe, insurance, and uniform allowance (If Applicable)

RESOLUTION NO.: 178-08-12775

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, RELATING TO CONTRACTS; AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY, MIAMI-DADE COUNTY POLICE DEPARTMENT AND THE CITY OF SOUTH MIAMI FOR SCHOOL CROSSING GUARD SERVICES; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Mayor and City Commission of the City of South Miami desires to establish and maintain a high level of competent professional School Crossing Guard (SCG) services in conjunction and harmony with its fiscal policies of sound, economical management; and,

WHEREAS, the City should have the flexibility to determine the level and deployment of SCG services and to establish service priorities; and, with the cooperation and recommendation from Miami-Dade County Public Schools, Department of Safety; and

WHEREAS, the Miami-Dade Police Department (MDPD), Community Affairs Bureau (CAB) Pedestrian Safety Section (PSS) personnel should be responsive to the assigned schools, student pedestrian/cyclist and school support personnel, and should work cooperatively with school personnel and the City to ensure the safety of the students as they arrive and depart from school property; and

WHEREAS, MDC has agreed to render to the City a continuing high level of professional service, and the City is desirous of contracting for such services upon the terms and conditions hereinafter set forth; and,

WHEREAS, the parties' interest is to develop a long standing relationship in order to effectively serve the City, the applicable school(s) and its students; and,

WHEREAS, MDC and the City would like to abide by the following principles:

1. MDPD, PSS should be responsive to the school and its pedestrian students of the City.

2. MDPD, PSS should work cooperatively with the City and school officials in a problem-solving mode to maintain the safety and welfare of student pedestrians.

3. MDC should provide at a reasonable cost, efficient, and high-quality training appropriate for SCG personnel.

4. MDC shall provide to the City for the term of the approved interlocal agreement, and any extensions thereof, competent professional SCG services with the stipulated elementary schools in the City to the extent and in the manner agreed upon by the parties.

Res. No. 178-08-12775

WHEREAS, the Mayor and City Commission desire to approve the attached interlocal agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA;

Section 1: The interlocal agreement attached hereto as exhibit one to this resolution is hereby incorporated by reference and approved by the city commission.

Section 2: That this resolution shall take effect immediately upon approval.

PASSED AND ADOPTED this 6th day of November, 2008.

ATTEST:

CITY CLERK

READ AND APPROVED AS TO FORM:

CITY ATTORNEY

APPROVED:

MAYOR

Commission Vote:	4-0
Mayor Feliu:	Yea
Vice Mayor Beasley:	Yea
Commissioner Wiscombe:	absent
Commissioner Palmer:	Yea
Commissioner Beckman:	Yea

CITY OF SOUTH MIAMI
OFFICE OF THE CITY MANAGER
INTER-OFFICE MEMORANDUM

South Miami
All-America City
2001

To: The Honorable Mayor Feliu and Members of the City Commission

From: W. Ajibola Balogun, City Manager WAB

Date: November 6, 2008 Agenda Item No. : 17

Subject: Interlocal Agreement for School Crossing Guard Service

Resolution:. A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, RELATING TO CONTRACTS; AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY, MIAMI-DADE COUNTY POLICE DEPARTMENT AND THE CITY OF SOUTH MIAMI FOR SCHOOL CROSSING GUARD SERVICES; PROVIDING AN EFFECTIVE DATE.

Request: To enter into an interlocal agreement with Miami-Dade County and Miami-Dade County Police Department to provide School Crossing Guards to the City of South Miami.

Reason/Need: There is a need for School Crossing Guards to provide for the safety of the students in their arrival and departure from the school(s) located within the City of South Miami, and to contract with Miami Dade County and Miami-Dade County Police Department to provide this service.

Estimated Cost: $ 70,000.00

Funding Source: Account number 001-2100-519-3456 with a balance of $70,000.00 before this request.

Backup Documentation: Draft Resolution, Interlocal Agreement