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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

MEMORANDUM

Agenda Item No. 11(A)(3)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: January 20, 2016

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Resolution directing County Mayor to execute amendment extending by one year the term of Interlocal Affiliation Agreement ("Agreement") for County to partner with the School Board of Miami-Dade County to hold Movie Nights at School Board sites located within County Commission Districts upon the request of County Commissioner for such district; directing County Mayor to file copy of fully executed amendment with the Clerk of the Board; and authorizing the County Mayor to renew the agreement for an additional four, consecutive one-year periods

Resolution No. R-55-16

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Vice Chairman Esteban L. Bovo, Jr.

Abigail Price-Williams
County Attorney

APW/smm

MEMORANDUM

(Revised)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: January 20, 2016

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 11(A)(3)

Please note any items checked.

_____ **"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**

_____ **Statement of social equity required**

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

_____ **No committee review**

_____ **Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous _____) to approve**

_____ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 11(A)(3)
1-20-16

RESOLUTION NO. R-55-16

RESOLUTION DIRECTING COUNTY MAYOR OR MAYOR'S DESIGNEE TO EXECUTE AMENDMENT EXTENDING BY ONE YEAR THE TERM OF INTERLOCAL AFFILIATION AGREEMENT ("AGREEMENT") FOR COUNTY TO PARTNER WITH THE SCHOOL BOARD OF MIAMI-DADE COUNTY TO HOLD MOVIE NIGHTS AT SCHOOL BOARD SITES LOCATED WITHIN COUNTY COMMISSION DISTRICTS UPON THE REQUEST OF COUNTY COMMISSIONER FOR SUCH DISTRICT; DIRECTING COUNTY MAYOR OR MAYOR'S DESIGNEE TO FILE COPY OF FULLY EXECUTED AMENDMENT WITH THE CLERK OF THE BOARD; AND AUTHORIZING THE COUNTY MAYOR OR MAYOR'S DESIGNEE TO RENEW THE AGREEMENT FOR AN ADDITIONAL FOUR, CONSECUTIVE ONE-YEAR PERIODS

WHEREAS, free outdoor movie screenings ("Movie Nights") foster a sense of community; and

WHEREAS, the School Board of Miami-Dade County, Florida ("School Board"), has sites throughout Miami-Dade County at which outdoor movie screenings may be held; and

WHEREAS, a County Commissioner may desire to partner with the School Board to hold a Movie Night in his or her district; and

WHEREAS, pursuant to Resolution No. R-1014-14, this Board authorized the County Mayor or Mayor's designee to execute an interlocal affiliation agreement ("the Agreement") for the County to partner with the School Board to provide Movie Nights at School Board sites located within County Commission Districts upon request of the County Commissioner for such district, subject to identification of funding source and receipt of any necessary approvals for County costs that may be associated with such event; and

WHEREAS, the Agreement expires on December 31, 2015; and

WHEREAS, this Board desires to extend the term of the Agreement,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. The recitals above are incorporated as if fully set forth herein.

Section 2. This Board directs the County Mayor or Mayor's designee to execute an amendment (the "Amendment"), in substantially the form attached hereto and incorporated herein as Exhibit A, that will extend the Interlocal Affiliation Agreement with the School Board of Miami-Dade County (the "Agreement"), attached hereto and incorporated herein as Exhibit B, until December 31, 2016 and provide the possibility by mutual agreement for an additional four consecutive one-year extension periods. This Board further directs the County Mayor or Mayor's designee to file a copy of the fully executed Amendment following signature by the School Board and the County with the Clerk of the Board.

Section 3. This Board authorizes the County Mayor or Mayor's designee on behalf of the County to renew the Agreement for an additional four, consecutive one-year periods.

The Prime Sponsor of the foregoing resolution is Vice Chairman Esteban L. Bovo, Jr. It was offered by Commissioner **José "Pepe" Diaz**, who moved its adoption. The motion was seconded by Commissioner **Sally A. Heyman** and upon being put to a vote, the vote was as follows:

Jean Monestime, Chairman	**aye**		
Esteban L. Bovo, Jr., Vice Chairman	**aye**		
Bruno A. Barreiro	**aye**	Daniella Levine Cava	**aye**
Jose "Pepe" Diaz	**aye**	Audrey M. Edmonson	**aye**
Sally A. Heyman	**aye**	Barbara J. Jordan	**aye**
Dennis C. Moss	**aye**	Rebeca Sosa	**aye**
Sen. Javier D. Souto	**absent**	Xavier L. Suarez	**absent**
Juan C. Zapata	**aye**		

The Chairperson thereupon declared the resolution duly passed and adopted this 20th day of January, 2016. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.

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

HARVEY RUVIN, CLERK

By: Christopher Agrippa
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Estephanie S. Resnik

EXHIBIT A

AMENDMENT ONE (1) TO INTERLOCAL AFFILIATION AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA

Amendment One (1) to this Interlocal Affiliation Agreement ("Agreement") is entered into effective as of the 31st day of December, 2015, by and between Miami-Dade County ("County"), located at 111 NW 1st Street, Miami, Florida 33128, and The School Board of Miami-Dade County, Florida ("School Board"), located at 1450 N.E. Second Avenue, Miami, Florida 33132.

WHEREAS, the parties desire to extend the term of this Agreement,

NOW therefore, the parties do hereby agree:

I. On page 1, the section entitled "**TERM OF AGREEMENT**" is hereby amended to delete the words stricken through below and to add the text underlined below, as follows:

> This Agreement shall commence on December 1, 2014 and shall terminate on December 31, ~~2015~~ 2016. By mutual agreement, the County and the School Board may extend this Agreement for an additional four (4), consecutive one-year periods. This Agreement may be terminated without cause by the School Board or the County by giving thirty (30) days written notice to the other party.

II. Except as amended herein, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

[SIGNATURE PAGE FOLLOWS]

SIGNATURES

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA

BY: _____
(Superintendent of Schools or Designee)

_____
(Name Typed)

Date: _____

MIAMI-DADE COUNTY

BY: _____
Signature

Name: County Mayor or Mayor's designee
(Name Typed) (Title)

Date: _____
Address: _____
_____

F.E.I.N. (If organization) _____
School Board Employee: Yes ☐ No ☐
M-DCPS Employee No. _____

Clerk of the Board _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
(as to the School Board):

_____
School Board Attorney - Signature Date

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
(as to Miami-Dade County):

_____
Assistant County Attorney – Signature Date

SUBMITTED BY:

_____
Charge Location Administrator Signature Date

_____
Regional Superintendent/Division Head Signature Date
(as applicable)

_____
Office of Grants Administration Signature Date
(if applicable)

NOTE: Signature of Assistant Superintendent for the Office of Intergovernmental Affairs and Grants Administration required ONLY for contracts financed from Contracted Programs Funds (Part IV).

_____
Risk Management Signature Date

EXHIBIT B

INTERLOCAL AFFILIATION AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA

This Interlocal Affiliation Agreement ("Agreement") is entered into effective as of the 1st day of December, 2014, by and between Miami-Dade County ("County"), located at 111 NW 1st Street, Miami, Florida 33128, and The School Board of Miami-Dade County, Florida ("School Board"), located at 1450 N.E. Second Avenue, Miami, Florida 33132.

TERM OF AGREEMENT

This Agreement shall commence on December 1, 2014 and shall terminate on December 31, 2015. This Agreement may be terminated without cause by the School Board or the County by giving thirty (30) days written notice to the other party.

NATURE OF SERVICES

Miami-Dade County will schedule movie nights ("Movie Nights") with the School Board. A Movie Night will consist of airing a G-rated movie at a School Board site. The School Board may arrange for or contract with a Parent Teacher Student Association ("PTSA") for concessions to be available for purchase at Movie Night. Neither the County nor the School Board will charge for the viewing of the movie at a scheduled and preapproved school site field. A County Commissioner may reach out to the School Board to schedule a Movie Night at a School Board site located within his or her County Commission District pursuant to the terms of this Agreement. The School Board and County Commissioner in whose district a Movie Night will

be held shall mutually approve the Movie Night location as well as the date and time that a Movie Night is scheduled.

DESCRIPTION OF WHAT THE SCHOOL BOARD WILL PROVIDE

1. The School Board will provide the Venue for Movie Night.

DESCRIPTION OF WHAT THE COUNTY WILL PROVIDE

1. The County will provide movie information, including the complete rights to air the movie, to the School Board two (2) weeks prior to Movie Night in order to obtain approval from the School Board. The School Board will only approve a G-rated movie. The School Board reserves the right to reject a movie by providing the County with at least five days prior written notice.
2. The County will provide all equipment, including but not limited to the screen, projector, and speakers, necessary to screen the movie.
3. The County will ensure police and security are present during the set-up, airing of the movie, and until completion of the event.
4. Garbage collection and disposal from the school site after the event will be the responsibility of the County.
5. The County will provide all lighting to the field at the school site during the event.
6. The County will restore any and all damage to the field of the school site incurred during Movie Night.

INDEMNIFICATION

Subject to the limitations set forth in section 768.28, Florida Statutes, the County agrees to indemnify and hold harmless the School Board from and against any and all claims, suits, actions, damages, or causes of action arising out of the County's negligence in connection with the provisions of this Agreement.

Subject to the limitations set forth in section 768.28, Florida Statutes, the School Board agrees to indemnify and hold harmless the County from and against any and all claims, suits, actions, damages, or causes of action arising out of the School Board's negligence in connection with the provisions of this Agreement.

GOVERNING LAW & VENUE

This Agreement shall be construed in accordance with the laws of the State of Florida. Any dispute with respect to this Agreement is subject to the laws of Florida, with venue in Miami-Dade County. Each party shall be responsible for its own attorney's fees and costs incurred as a result of any action or proceeding under this Agreement.

BACKGROUND SCREENING

The parties agree that each of its employees, or representatives who have direct contact with students, must comply with the requirements of the Jessica Lunsford Act, section 1012.465, Florida Statutes.

ENTIRE AGREEMENT

It is understood and agreed that this Agreement contains the complete understanding and agreement of the parties. No stipulation, agreement or understanding shall be valid or enforceable unless contained in this Agreement. No representations or statements made by any employees, agents or representatives of

either party shall be binding on either party as a warranty or otherwise, except as expressly set forth herein.

ASSIGNMENT

This Agreement may not be assigned without the prior written agreement of all parties.

NOTICES

Any notice required or permitted to be given under this Agreement by one party to the other party shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the recipient's address set forth in this section or on the date shown on the certificate of receipt if placed in the United States mail, postage prepaid, by registered or certified mail with return receipt requested.

Miami-Dade County. The address for Miami-Dade County for all purposes under this Agreement and for all notices hereunder shall be:

Miami-Dade County
Attn: Alina Hudak
Office of the Mayor
111 NW 1 Street
Miami, Florida 33128

School Board. The address for the School Board for all purposes under this Agreement and for all notices hereunder shall be:

The School Board of Miami-Dade County, Florida
Attn: Alberto M. Carvalho, Superintendent
1450 N.E. Second Avenue, Suite 912
Miami, Florida 33132

And a copy to:

The School Board of Miami-Dade County, Florida
Attn: Walter J. Harvey, School Board Attorney
1450 N.E. Second Avenue, Suite 430
Miami, Florida 33132

MISCELLANEOUS

A. This Agreement has no intended or unintended third party beneficiaries.

B. No funds shall be exchanged between the County and the School Board pursuant to the terms of this Agreement.

C. The County and the School Board are separate, independent parties and shall not be considered joint venturers or agents of each other. Employees, agents and volunteers of one party shall not be considered employees, agents or volunteers of the other party.

SIGNATURES

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA

BY: _____
(~~Superintendent of Schools~~ or Designee)

~~Alberto M. Carvalho~~ Tabitha Fazzino
Designee
(Name Typed)

Date: 9/24/15

MIAMI-DADE COUNTY

BY: _____
Signature

Name: County Mayor or Mayor's designee
(Name Typed) (Title)

Date: 8/28/15
Address: 111 NW 1 Street, Floor 29
Miami, Fla. 33128

F.E.I.N. (If organization) _____
School Board Employee: Yes ☐ No ☒
M-DCPS Employee No. _____

Clerk of the Board _____

COUNTY COMMISSIONERS MIAMI-DADE COUNTY FLORIDA

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
(as to the School Board):

_____ 8/31/15
School Board Attorney - Signature Date

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
(as to Miami-Dade County):

_____ 8-25-15
Assistant County Attorney – Signature Date

SUBMITTED BY:

RV Charge Location Administrator Signature Date 9/22/15

N/A
Regional Superintendent/Division Head Signature Date
(as applicable)

N/A
Office of Grants Administration Signature Date
(if applicable)

NOTE: Signature of Assistant Superintendent for the Office of Intergovernmental Affairs and Grants Administration required ONLY for contracts financed from Contracted Programs Funds (Part IV).

9/15/15
Risk Management Signature Date