

MEMORANDUM

Agenda Item No. 8(H)(1)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: October 16, 2024

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving a cooperative agreement with the Miami-Dade County Public School Board to continue the implementation of Project VICTORY; and further authorizing the County Mayor to execute the agreement and to exercise all provisions contained therein

Resolution No. R-930-24

The accompanying resolution was prepared by the Parks, Recreation and Open Spaces Department and placed on the agenda at the request of Prime Sponsor Commissioner Kionne L. McGhee.



Geri Bonzon-Keenan
County Attorney

GBK/uw

Memorandum



Date: October 16, 2024

To: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

From: Daniella Levine Cava
Mayor 

Subject: Resolution Approving a Cooperative Agreement with the Miami-Dade County Public School Board for Project VICTORY

Executive Summary

This resolution seeks approval by the Board of County Commissioners (Board) to continue the Project VICTORY program at Zoo Miami. This program will allow cooperative efforts on behalf of the County, through the Miami-Dade Parks, Recreation and Open Spaces Department's Zoo Miami and Miami-Dade County Public School Board (M-DCPS) to continue providing students with disabilities between the ages of 18-22 educational and vocational experiences in a work-appropriate setting. Project VICTORY enables the students to learn employability and job skills while participating in a variety of worksite rotations which may lead to competitive employment in the community. Project VICTORY has been operating at Zoo Miami since 2009 under agreements between the County and M-DCPS.

Recommendation

It is recommended that the Board approve and authorize the execution of a Cooperative Agreement (Attachment A) with M-DCPS to continue the Project VICTORY program, a unique business-led transition program designed to provide work skills and employment training to young adults with disabilities.

Scope

The site for Project VICTORY is Zoo Miami, located at 12400 SW 152 Street in County Commission District 9, which is represented by Commissioner Kionne L. McGhee, however, Zoo Miami is a facility of countywide significance.

Fiscal Impact/Funding Source

The annual fiscal impact to Miami-Dade County (County) is estimated to be approximately \$250.00 per year for the value of identification badges and Zoo Volunteer T-Shirts issued to the Project VICTORY staff and students, \$400.00 for background check screenings, and \$100.00 for any photocopy and telephone line usage expenses to be funded from Zoo Miami chartfield listed as: Department, PR33010000; Fund, G4004; Grant, No-Grant; Project, PR592500P; Activity, PROPTRANS. M-DCPS will continue to provide the materials and supplies required of the program.

Track Record/Monitor

The agreement will be monitored by Eric Kaminsky, Zoo Miami's Business Manager.

Delegation of Authority

The County Mayor or County Mayor's designee is authorized to execute the Agreement and to exercise the rights conferred in the Agreement, including termination and additional County locations for the Project VICTORY program.

Background

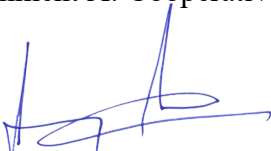
Project VICTORY has been operating at Zoo Miami since 2009 under several Board approved agreements between the County and M-DCPS. Approval of this Agreement (Attachment A) will allow cooperative efforts on behalf of the County, through the Miami-Dade Parks, Recreation and Open Spaces Department's Zoo Miami and M-DCPS to continue providing students with disabilities between the ages of 18-22 educational and vocational experiences in a work-appropriate setting. Project VICTORY enables the students to learn employability and job skills while participating in a variety of worksite rotations which may lead to competitive employment in the community.

Individualized job development and placement occurs based on each student's experiences, strengths, and skills. Students will be given support with accommodations, adaptations, and on-the-job coaching. Through this program, students will not only develop the tools necessary for employment, but will also develop skills needed for self-determination, self-management, and self-advocacy. There is no promise or guarantee of a job after the student completes Project VICTORY; however, the program has been very successful in teaching the students employability skills, as several of the students have been hired by numerous businesses during or shortly after the school year.

Zoo Miami, as the current host site for the program, is also a potential future employer for Project VICTORY participants. M-DCPS also plays a vital role in the collaboration through the Office of Special Education and Psychological Services by providing the special education teacher and paraprofessional along with the students who participate in the program. Zoo Miami employees mentor the students through on-the-job training tasks deemed appropriate for each student's skill level, while the M-DCPS teacher complements that training with each student on specific job skills identified as needing improvement.

The term of this agreement is from November 19, 2024 through November 18, 2027. Notwithstanding any of the foregoing, M-DCPS agrees and understands that the County's commitment to expend County funds is contingent upon the annual review and approval of the budget for Zoo Miami.

Attachment
Attachment A: Cooperative Agreement



Jimmy Morales
Chief Operating Officer

ATTACHMENT A

COOPERATIVE AGREEMENT BETWEEN MIAMI-DADE COUNTY

AND

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA

This Cooperative Agreement, hereinafter referred to as Agreement, entered into this 19th day of November, 2024 by and between Miami-Dade County through its Park, Recreation & Open Spaces Department, a political subdivision of the State of Florida, hereinafter referred to as PROS and The School Board of Miami-Dade County, Florida, a political subdivision of the State of Florida, hereinafter referred to as Miami-Dade County Public Schools (M-DCPS), collectively hereinafter referred to as (Parties).

WHEREAS, the Parties wish to establish cooperative efforts on behalf of all parties in providing students with disabilities between the ages of 18-22 an appropriate education, vocational experiences and social connections in a work-appropriate setting; and

WHEREAS, this Agreement provides for compliance with federal, state and local laws and regulations applying to the provision of educational programs and related services for students with disabilities.

NOW THEREFORE, in consideration of mutual covenants herein contained and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. The parties intend for this Agreement to form the basis of the implementation of Project VICTORY, an employment training program targeted for students whose main goal is employment and who will benefit from career exploration. The students learn employability and job skills while participating in a variety of work-based learning experiences which leads to competitive employment in the community. Individualized job development and training occurs based on the student's experiences, strengths, and skills. Students are given support with accommodations, adaptations, and on-the-job coaching.
2. Overall on-site implementation and monitoring of this Agreement shall be carried out through cooperative efforts of the Parties' administrative staffs.

3. M-DCPS and PROS agree to comply with Title VI of the Civil Rights Act of 1964, Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Fair Labor Standards Act, the Americans with Disabilities Act, and related regulations, and assure that they do not, and will not discriminate against any student because of or on the basis of gender, race, color, religion, ethnic or national origin, political beliefs, marital status, age, sexual orientation, social and family background, linguistic preference or disability.

4. It is understood by the Parties that all personnel provided by M-DCPS are subject to the rules and policies of PROS as stated below:

(a) All PROS property, including keys, parking permits and identification cards issued to all M-DCPS employees must be returned to PROS upon termination of this Agreement.

(b) M-DCPS employees and students are subject to all evacuation policies and procedures.

(c) M-DCPS employees and students are subject to all applicable Miami-Dade County rules and regulations.

5. Facilities and Support Services

With reference to program Facilities and Support Services, the Parties agree to the following:

(a) PROS shall:

- i. Provide classroom space for one half-hour in the morning and one half-hour in the afternoon during the term of this agreement.
- ii. Provide work space, and access to telephone, fax, photocopy equipment, computer and email access to M-DCPS staff (classroom instructor, job coaches, etc.).
- iii. Provide a liaison that is available on a frequent basis to assist with job site development, to introduce M-DCPS staff to PROS staff, to market the program internally and externally, to attend periodic meetings to discuss and evaluate program progress, and to work with the Instructor to reinforce workplace procedures.

- iv. To the maximum extent possible, develop work-based learning experience opportunities for 10 to 12 students, and provide a point of contact at each site for the purpose of teaching competitive, marketable skills to the program participants and provide direction, feedback and evaluation to students during their work site rotations. Facilitate job analysis of those sites for M-DCPS staff.
- v. Provide badges and parking access for M-DCPS staff.
- vi. Collaborate with M-DCPS staff in periodically evaluating program progress.
- vii. Provide education and training to PROS employees regarding supporting people with disabilities in the workplace as necessary.
- viii. Assist with performing job/task analyses of the student work sites.
- ix. Assist with student recruitment activities.
- x. Provide M-DCPS with a copy of its emergency response plan to be implemented in the event of a natural disaster or loss of power in order to ensure the continuation of educational services to M-DCPS students. All PROS contact numbers should be provided to M-DCPS at the beginning of each school year and updated as needed throughout this Cooperative Agreement.

Notwithstanding any of the foregoing, M-DCPS agrees and understands that PROS makes no commitment and shall have no obligation to expend any funds for the implementation of Project VICTORY, with the exception of the cost of background screenings.

(b) M-DCPS shall:

- i. Provide an Exceptional Student Education instructor with transition experience to coordinate/teach the program, and provide one paraprofessional to work with students at work sites throughout Zoo Miami.
- ii. Develop and provide curriculum and instructional materials that encompass functional academics, transition, job development and job readiness.

- iii. Assist PROS staff on development of worksites, create job and task analysis and identify appropriate accommodations.
 - iv. Provide transportation for the students enrolled in the program part-time to and from the program site.
 - v. Facilitate student recruitment activities.
 - vi. Provide expertise in adaptations and accommodations and implement as necessary.
 - vii. Provide additional support for students, as indicated in the Individual Education Plan (IEP), such as Interpreter service, Speech or Occupational Therapy, etc.
 - viii. Coordinate regular meetings to discuss and evaluate program progress.
 - ix. Collect data on student outcomes and report to all partners.
6. Indemnification
- a. M-DCPS shall indemnify and hold harmless Miami-Dade County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, which Miami-Dade County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the Agreement by M-DCPS or its employees, agents, servants, partners, principals or subcontractors. M-DCPS shall pay all claims and losses in connection therewith, and shall investigate all claims, suits or actions of any kind or nature in the name of Miami-Dade County, where applicable, including appellate proceedings, and shall pay all costs and judgments which may issue thereon. Provided, however, this indemnification shall only be to the extent and within the limitations of Section 768.28 Florida Statutes, subject to the provisions of the Statute whereby M-DCPS shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$200,000 or any claim or judgment or portions thereof, which when totaled with all other claims or judgments paid by the State, its

agencies, or subdivisions arising out of the same incident or occurrence, exceed the sum of \$300,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise as a result of the negligence of M-DCPS.

b. Miami-Dade County shall indemnify and hold harmless M-DCPS and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, which M-DCPS or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the Agreement by Miami-Dade County or its employees, agents, servants, partners, principals or subcontractors. Miami-Dade County shall pay all claims and losses in connection therewith, and shall investigate all claims, suits or actions of any kind or nature in the name of M-DCPS, where applicable, including appellate proceedings, and shall pay all costs and judgments which may issue thereon. Provided, however, this indemnification shall only be to the extent and within the limitations of Section 768.28 Florida Statutes, subject to the provisions of the Statute whereby Miami-Dade County shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$200,000, or any claim or judgments or portions thereof, which when totaled with all other claims or judgments paid by the State, its agencies, or subdivisions arising out of the same incident or occurrence, exceed the sum of \$300,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise as a result of the negligence of Miami-Dade County.

7. The Parties understand and agree that they are subject to all federal and state laws and School Board policies relating to the confidentiality of student information. The Parties further agree to comply with the Family Education Rights and Privacy Act ("FERPA"), specifically 20 U.S.C §1232g.
8. PROS represents that all of its employees who provide or may provide services

under this Cooperative Agreement have met background check screening requirements that are in compliance with the Miami-Dade County Code. The PROS background check requirements are attached hereto as Exhibit "A." M-DCPS represents that all of its employees who provide or may provide services under this Cooperative Agreement have met Level 2 background check screening requirements as set forth in Florida Statutes Section 435.04. M-DCPS further represents that all students participating in the program who are 18 years old or older must adhere to the PROS background check screening requirements and level 2 background check screening requirements. PROS will conduct the background check screening for each participating student who is 18 years old or older at no cost to the student.

The Parties further agree that failure by PROS or M-DCPS to comply with the corresponding background screening requirements as set forth herein shall constitute a material breach of the Cooperative Agreement entitling PROS or M-DCPS to terminate this Cooperative Agreement immediately with no further responsibility to perform any other duties under this Cooperative Agreement.

9. PROS agrees to comply with all sections of the Florida K-20 Education Code, Title XLVIII, Florida Statutes as it presently exists, and further as it may be amended from time to time. Further PROS agrees that failure to comply with the Florida K-20 Education Code shall constitute a material breach of this Cooperative Agreement and may result in the termination of this Cooperative Agreement by the School Board.
10. PROS agrees that it shall maintain a Drug-Free Workplace during the term of this Agreement. PROS represents and warrants that it currently has or will have prior to services being rendered, a Drug-Free Workplace program.
11. Injury
M-DCPS shall complete an incident report in the event of any serious bodily injury to anyone within the scope of this Agreement or arising out of the performance of this Agreement. M-DCPS shall provide written notification of the incident together with a copy of the incident report to PROS within three (3) working days. M-DCPS

shall provide written notification to PROS within seven (7) days if any legal action is threatened and/or filed as a result of such an injury.

12. Sexual Harassment

M-DCPS shall complete an incident report in the event a student or employee makes an allegation of sexual harassment, sexual misconduct or sexual assault by, as applicable, an M-DCPS employee or student and M-DCPS has knowledge thereof. M-DCPS shall provide written notification of the incident together with a copy of the incident report to PROS within three (3) working days. M-DCPS shall provide written notification to PROS within seven (7) days if any legal action is threatened and/or filed as a result of such an alleged incident.

13. 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 federal law and the laws of Florida, venue in Miami-Dade County. Each party shall be responsible for its own attorneys' fees and costs incurred as a result of any action or proceeding under this agreement.

14. Access to Records; Audit

This Agreement shall be subject to Florida's Public Records Laws, Chapter 119, Florida Statutes. The Parties understand the broad nature of these laws and agree to comply with Florida's Public Records Laws and laws relating to records retention. The Parties shall provide access to all of their records which relate to this Agreement at its place of business during regular business hours and upon reasonable notice. M-DCPS agrees to comply with all County ordinances and administrative orders relating to Inspector General reviews and audits. The Parties agree to provide such assistance as may be necessary to facilitate their review and/or audit.

15. Notices.

All notices or communication under this AGREEMENT by either party to the other shall be sufficiently given or delivered as follows:

In the case of notice or communication to MIAMI-DADE COUNTY PARK,
RECREATION & OPEN SPACES DEPARTMENT:

MIAMI-DADE COUNTY PARK, RECREATION & OPEN SPACES

DEPARTMENT

Ms. Maria I. Nardi, Director
Miami Dade Park, Recreation & Open Spaces Department
275 N.W. 2nd Street, 5th Floor
Miami, Florida 33128

In the case of notice or communication to M-DCPS:

The School Board of Miami-Dade County, Florida
Attn: Dr. Jose L. Dotres, Superintendent
1450 N.E. 2nd Avenue, Suite 912
Miami, Florida 33132

With a copy to:

Miami-Dade County Public Schools
Department of Educational Services and Exceptional Student Education
Attn: Angie Torres, Assistant Superintendent
1501 N.E. 2nd Avenue, Suite 407
Miami, Florida 33132

And a copy to:

The School Board of Miami-Dade County, Florida
Attn: Walter J. Harvey, General Counsel
1450 N.E. 2nd Avenue, Suite 430
Miami, Florida 33132

16. Term of Agreement.

The term of this Agreement shall be from November 19, 2024, through and including November 18, 2027. Either party hereto may terminate this Agreement at any time by giving to the other party notice in writing at least thirty (30) days prior to the intended termination date. In the event of an issue involving health, safety or welfare of the students, either party may terminate the Agreement immediately.

17. Amendments

This Agreement may be modified or amended only in writing by mutual consent of both parties. Upon the request of M-DCPS, the County Mayor or Mayor's designee may approve an amendment, signed by both parties, to this Agreement to allow additional PROS's facilities to participate in the program so long as all other terms of this Agreement remain in full force and effect.

18. Student Waiver and Release.

M-DCPS will obtain the signature of each M-DCPS student participating in the work study program at the program site on a waiver and release (a form of which is attached hereto as Exhibit B) prior to such participation in the training at the program site.

19. Insurance.

Parties each maintain a self-insured program for general liability, automobile liability, and workers' compensation in accordance with and subject to the limitations as set forth in Section 768.28, Florida Statutes.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective corporate names and their corporate seals to be affixed by duly authorized officers, all on the day and year first set forth above.

THE SCHOOL BOARD OF MIAMI-DADE
COUNTY, FLORIDA, a political
subdivision of the State of Florida

MIAMI-DADE COUNTY,
a political subdivision of the State of
Florida

By: _____
Superintendent of Schools or Designee

REVIEW AND APPROVED BY:

By: _____
Charge Location Administrator

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

By: _____
Attorney for School Board

REVIEWED AND APPROVED

By: _____
Risk Management

By: _____

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____

APPROVED AS TO INSURANCE
REQUIREMENTS:

By: _____
Risk Management

EXHIBIT A

MIAMI-DADE PARK AND RECREATION DEPARTMENT AFFIDAVIT PURSUANT TO MIAMI-DADE COUNTY CODE CHAPTER 26, ARTICLE III; THE SHANNON MELENDI ACT

1. This affidavit is submitted to the Miami-Dade County Park and Recreation Department, (the "Department") by:
_____, for
(Print individual's name and title)

(Print name of entity submitting compliance statement)
whose business address is _____
and its Federal Employer Identification Number (FEIN/SSN) _____
2. I, am duly authorized to make this affidavit on behalf of:

(Print individual's name and title) _____
(Print name of entity submitting affidavit)
3. I understand that on January 10, 2008, the Miami-Dade County Commission passed and adopted Ordinance No. 08-07, which amended Miami-Dade County Code, Chapter 26, Article III, and the Shannon Melendi Act.
4. I understand and can attest to my organization/agency/firm's compliance with this Ordinance and that;
 - A. Employers of child event workers, employers of park vendors, Programming Partners and CBOs shall secure a nationwide criminal background check of all existing child event workers, park vendors, employees, and volunteers whose duties require physical presence on park property owned or operated by Miami-Dade County. In addition, prior to employing or allowing a person to volunteer whose duties would require physical presence on park property owned or operated by Miami-Dade County, employers of child event workers, employers of park vendors, and Programming Partners and CBOs shall secure a nationwide criminal background check of all such prospective child event workers, park vendors, employees or volunteers. My organization/agency/firm has conducted the nationwide criminal background checks through a **Professional Background Screener** and has obtained a report as to whether each child event worker, park vendor, staff member or volunteer is listed on the **National Sex Offender Public Registry**, and a comprehensive report and analysis, obtained from no less than **two independent databases/sources**, on the nationwide criminal history of such child event worker, park vendor, staff member or volunteer.
 - B. Every three (3) years thereafter, employers of park vendors, and Programming Partners and CBOs shall secure nationwide criminal background checks for existing park vendors, staff members, and volunteers whose duties require physical presence on park property owned or operated by Miami-Dade County. However, employers of child event workers shall secure nationwide criminal background checks for existing child event workers whose duties require physical presence on park property owned or operated by Miami-Dade County every year thereafter.
 - C. Any child event worker, park vendor, or staff member or volunteer of a Programming Partner or CBO who:
 1. Has been convicted of a violent felony or conspiracy to commit a violent felony within the past five (5) years; or
 2. Has been convicted of a felony involving the trafficking of a controlled substance within the past (5) years; or
 3. Has two (2) or more convictions for a violent felony, for conspiracy to commit a violent felony, or involving the trafficking of a controlled substance; or
 4. Is a sexual offender or a sexual predator; or
 5. Has failed to provide the employer, Programming Partner or CBO with proof of United States citizenship or legal immigration status in the United States, shall be prohibited from working or volunteering on park property owned or operated by Miami-Dade County. All child event workers, park vendors, and staff members and volunteers of a Programming Partner or CBO shall submit to their employer, to the Programming Partner, or to the CBO an affidavit affirming that no work or volunteer duties will be performed on park property owned or operated by Miami-Dade County in violation of this subsection and that any arrest will be reported to his/her employer within forty-eight (48) hours of such arrest.
 - D. Employers of child event workers shall maintain copies of the results of the criminal background checks required by this section for a period of two (2) years from the date they were secured, and employers of park vendors, Programming Partners, and CBOs shall maintain such copies for a period of three (3) years from the date they were secured. Employers of child event workers, employers of park vendors, and Programming Partners and CBOs shall

maintain the affidavits required by Section 26-38.C. and the copies of the proof of United States citizenship or legal immigration status until the person is no longer a child event worker, park vendor, staff member, or volunteer. Employers of child event workers, employers of park vendors, and Programming Partners and CBOs shall, upon request, provide copies of these documents to Miami-Dade County or to any law enforcement personnel with jurisdiction.

- E. Every child event worker, park vendor, and staff member and volunteer of a Programming Partner or CBO shall wear, in a conspicuous and visible manner, an **identification badge that contains his/her photograph and full name** while working or volunteering on park property owned or operated by Miami-Dade County, except when in costume and during a performance. The identification badge shall be of a size, design, and format approved by the Miami-Dade Park and Recreation Department.
5. I understand that the following Penalties and Enforcement shall take place for a violation of any provision of the ordinance.
- a. It shall be unlawful for an employer of child event workers, an employer of park vendors, or a Programming Partner or CBO to knowingly permit or allow any child event worker, park vendor, staff member, or volunteer to work or volunteer on park property owned or operated by Miami-Dade County in violation of Section 26-38.
 - b. It shall be unlawful for any child event worker, park vendor, or staff member or volunteer of a Programming Partner or CBO to work or volunteer on park property owned or operated by Miami-Dade County in violation of Section 26-38.
 - c. Any person who shall violate a provision of Section 26-38, or who shall knowingly or willingly provide false or erroneous information to his/her employer, or fail to comply therewith, or with any of the requirements thereof, shall upon conviction thereof in the County Court, be punished by a fine not to exceed five hundred dollars (\$500.00) or by imprisonment in the County Jail for not more than sixty (60) days, or by both such fine and imprisonment.
 - d. Any person who violates or fails to comply with Section 26-38 may be subject to civil penalties in accordance with Chapter 8CC of this Code. Each day of violation or noncompliance shall constitute a separate offense.
6. I understand that any costs or fees associated with the required background screening will be borne by my organization/agency/firm.
7. I hereby certify that the foregoing statement is true and correct in relation to the company for which I am submitting this affidavit. I further certify that this statement is being given knowingly and voluntarily by me on behalf of the company.

The organization/agency/firm submitting this affidavit recognizes and acknowledges that it's subject to the provisions of Code of Miami-Dade County, Chapter 26, Article III, the Shannon Melendi Act and agrees to comply therewith.

Date	Title	Signature
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SUBSCRIBED AND SWORN TO (or affirmed) before me this _____

by _____ He/She is personally known to me or has

presented _____ as identification.
(Type of Identification)

(Signature of Notary)	(Serial Number)
(Print or Stamp Name of Notary)	(Expiration Date)

Notary Public _____ Notary Seal
(State)

EXHIBIT B

WORK-STUDY PROGRAM RELEASE THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA

In consideration of the Miami-Dade County Park, Recreation & Open Spaces Department offering the opportunity for students to participate in a work-study program at Zoo Miami, known as "Project Victory", I for myself, my heirs, assigns, executors and administrators, do hereby release and forever discharge the Miami-Dade County Park, Recreation & Open Spaces Department, Zoo Miami, their officers, directors, trustees, affiliates, agents and employees from all manners of action, causes of action, suits, debts, damages, or claims and demands of any type or kind whatsoever that may arise on account of any reason or cause, injury or death, whatsoever, occurring from, connected with, or originating from the work-study program at Zoo Miami.

Furthermore, I recognize and acknowledge that I am a student being permitted on the premises and I am not an employee, agent or servant of Zoo Miami. I also acknowledge that The School Board of Miami-Dade County, Florida has signed a contract with the Miami-Dade County Park, Recreation & Open Spaces Department whereby it agrees to the extent of the limitations included within Florida Statutes 768.28, to indemnify and hold harmless the Miami-Dade County Park, Recreation & Open Spaces Department, Zoo Miami, their officers, directors, trustees, affiliates, agents employees, guests, and patrons, against any and all claims, liabilities, and losses by whoever asserted, arising out of acts or omissions on the part of the School Board of Miami-Dade County, Florida, or its employees or students in conducting the work-study program, including travel to and from Zoo Miami.

Signature: _____

Printed Name: _____

Parent/Guardian

Signature: _____

Printed Name: _____

Date: _____



MEMORANDUM

(Revised)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: October 16, 2024

FROM: 
Glen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(H)(1)

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 present ____, 2/3 membership ____, 3/5's ____, unanimous ____, majority plus one ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3) (h) or (4)(c) ____, CDMP 9 vote requirement per 2-116.1(4)(c) (2) ____) 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. 8(H)(1)
10-16-24

RESOLUTION NO. R-930-24

RESOLUTION APPROVING A COOPERATIVE AGREEMENT WITH THE MIAMI-DADE COUNTY PUBLIC SCHOOL BOARD TO CONTINUE THE IMPLEMENTATION OF PROJECT VICTORY; AND FURTHER AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE AGREEMENT AND TO EXERCISE ALL 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 approves the cooperative agreement ("Agreement") between Miami-Dade County and the Miami-Dade County Public School Board to continue the implementation of the Project VICTORY program, in substantially the form attached to the accompanying memorandum as Attachment A, and further authorizes the County Mayor or County Mayor's designee to execute same for and on behalf of Miami-Dade County, and to exercise all provisions contained therein.

The foregoing resolution was offered by Commissioner **Eileen Higgins** , who moved its adoption. The motion was seconded by Commissioner **Danielle Cohen Higgins** and upon being put to a vote, the vote was as follows:

Oliver G. Gilbert, III, Chairman	aye		
Anthony Rodríguez, Vice Chairman	aye		
Marleine Bastien	aye	Juan Carlos Bermudez	aye
Kevin Marino Cabrera	aye	Sen. René García	aye
Roberto J. Gonzalez	aye	Keon Hardemon	absent
Danielle Cohen Higgins	aye	Eileen Higgins	aye
Kionne L. McGhee	aye	Raquel A. Regalado	aye
Micky Steinberg	absent		

The Chairperson thereupon declared this resolution duly passed and adopted this 16th day of October, 2024. 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

JUAN FERNANDEZ-BARQUIN, CLERK

By: Basia Pruna
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

mjs

Melanie J. Spencer