

MEMORANDUM

Agenda Item No. 8(H)(1)

TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

DATE: January 22, 2025

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution ratifying the County Mayor's execution of an agreement between Miami-Dade County and the School Board of Miami-Dade County (School Board) for the School Board to provide bus transportation services for Miami-Dade County Parks, Recreation And Open Spaces Department 2024 summer camp field trips, for a term of less than one year pursuant to section 2-9 and 2-10 of the Code; and authorizing the County Mayor to exercise all rights contained therein

Resolution No. R-42-25

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 Marleine Bastien.



Geri Bonzon-Keenan
County Attorney

GBK/ks

Date: January 22, 2025

To: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

From: Daniella Levine Cava 
Mayor

Subject: Resolution Ratifying an Agreement with the School Board of Miami-Dade County, Pursuant to Section 2-9 and 2-10 of the Miami-Dade County Code, for Bus Transportation Services for the County's Parks, Recreation and Open Spaces Department's 2024 Summer Camp Program

Executive Summary

It is recommended that the Board of County Commissioners (Board) ratify an Agreement between Miami-Dade County and the School Board of Miami-Dade County (School Board) for the School Board for providing bus transportation services at a fee for Miami-Dade Parks, Recreation and Open Spaces Department's (PROS) 2024 summer camp program field trips.

Recommendation

It is recommended that the Board of County Commissioners approve the attached resolution, pursuant to Section 2-9 and 2-10 of the Miami-Dade County Code and ratify the execution of an Agreement (Attachment A) with the School Board for providing bus transportation services at a fee for Miami-Dade Parks, Recreation and Open Spaces Department's 2024 summer camp program field trips.

Scope

PROS provides summer camp programs throughout the County at 32 County parks, the scope of this item is Countywide. The following is a listing of the Commission Districts, County Commissioners, and Parks within the Commissioners' Districts.

- Commission District 1, Chairman Oliver G. Gilbert III: Country Village Park and North Glade Park;
- Commission District 2, Commissioner Marliene Bastien: Arcola Lakes Park, Gwen Cherry Park, Little River Park, Oak Grove Park, and Sidney Wynn Park at Arcola;
- Commission District 3, Commissioner Keon Hardemon: Biscayne Shores and Gardens Park and Dr. Martin Luther King, Sr. Park;
- Commission District 4, Commissioner Micky Steinberg: Highland Oaks Park and Ojus Park;
- Commission District 6, Commissioner Kevin Marino Cabrera: A.D. "Doug" Barnes Park;
- Commission District 7, Commissioner Raquel Regalado: Continental Park and Devon Aire Park;
- Commission District 8, Commissioner Danielle Cohen Higgins: Live Like Bella Park;
- Commission District 9, Commissioner Kionne L. McGhee: Deerwood Bonita Lakes Park, Eureka Villas Park, JL (Joe) and Enid Demps Park, Naranja Park, Sgt. Joseph Delancy Park, and Wilbur B. Bell Park;
- Commission District 10, Vice-Chairman Anthony Rodriguez: Kendale Lakes Park, Rockway Park, Ruben Dario Park, and Tropical Estates Park;

- Commission District 11, Commissioner Roberto J. Gonzalez: Camp Matecumbe, Hammocks Community Park, Tamiami Park, and Westwind Lakes Park;
- Commission District 12, Commissioner Juan Carlos Bermudez: North Trail Park;
- Commission District 13, Sen. René Garcia: Country Club of Miami South Park.

Fiscal Impact/Funding Source

The fiscal impact for the less than one-year agreement was \$65,000.00.

Track Record/Monitor

Eric Hansen, Chief, Recreation Programs and Services Division, will monitor the Agreement.

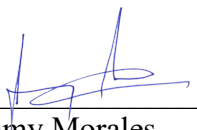
Delegation of Authority

The County Mayor or County Mayor's designee is authorized to execute the Agreement and exercise the termination provisions and all other provisions of the Agreement.

Background

The County and the School Board desired to enter into the Agreement to provide a safe and less expensive transportation alternative to leasing 15-passenger vans. PROS provides 32 summer camp programs in County parks. Each program location scheduled one field trip per week, for a total six field trips over the summer, per site, for approximately 192 total summer field trips, where transportation was provided. The cost schedule for school bus transportation was \$48 per hour, with a five-hour minimum per trip. The total cost for the school busses was \$65,000 and the cost for the 15-passenger vans would have been \$207,338 using a rental company. PROS' summer camp program occurred from June 10, 2024 to August 2, 2024. Using school buses with certified bus drivers provided flexibility and enhanced safety for PROS in scheduling the summer camp field trips.

Attachment



Jimmy Morales
Chief Operating Officer

ATTACHMENT A



THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA

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

THIS AGREEMENT, Entered into as of this 23rd day of February 2024 by and between
THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA hereinafter referred to as the School Board and _____
Miami Dade County - Department of Parks , Recreation and Open Spaces.
(name of contracting Party or Organization)

hereinafter referred to as the "CONTRACTOR."

WITNESSETH THAT:

The performance shall take place on the 3rd day of June, 2024, and shall complete performance no
later than the 16th day of August 2024. The payment shall be made in accordance with the
conditions of this agreement.

DESCRIPTION OF SERVICE:

Miami Dade County Public Schools, Department of Transportation, shall provide bus transportation and
bus driver(s) to the Contractor as stated below for events and/or activities as long as such transportation
does not conflict with M-DCPS schedules.

COST OF SERVICE:

For the above described service, Contractor shall compensate the School Board as follows:

COST: \$48.00 per hour.

MINIMUMS: 3:00 hours on school day; 7:00 hours on non-school day, 5 hours on school day during
the summer school.

INDEMNIFICATION AND DUTY TO DEFEND

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Board, and its employees ("Indemnitees") from and against all claims, liabilities, damages, losses, and costs including, but not limited to, reasonable costs and attorneys' fees at the pre-trial, trial and appellate levels, arising out of, resulting from or incidental to Contractor's performance under this Agreement or to the extent caused by negligence, recklessness, or intentional wrongful conduct of the Contractor or other persons employed or utilized by the Contractor in the performance of this Agreement. The remedy provided to the Indemnitees by this Indemnification shall be in addition to and not in lieu of any other remedy available under the AGREEMENT or otherwise. This indemnification obligation shall not be diminished or limited in any way to any insurance maintained pursuant to the AGREEMENT otherwise available to the Contractor. The remedy provided to the Indemnitees by this indemnification shall survive this AGREEMENT. The provisions of this Section shall specifically survive the termination of this Agreement. The provisions of this Section are intended to require the Contractor to furnish the greatest amount of indemnification allowed under Florida law. To the extent any indemnification requirement contained in this Agreement is deemed to be in violation of any law, that provision shall be deemed modified so that

the Contractor shall be required to furnish the greatest level of indemnification to the indemnitees as was intended by the parties hereto.

The Contractor agrees, at its own expense, and upon written request by the School Board, to defend any suit, action or demand brought against the School Board on any claim or demand arising out of, resulting from or incidental to Contractor's performance under this Agreement.

In addition, agrees to provide certificate of insurance attached to this agreement.

SCHEDULE AND PROCEDURE FOR PAYMENT

The School Board shall submit an invoice on a monthly basis. Payment is due and payable no later than thirty (30) days from the date of invoice.

NOTE: An invoice shall include receipts for expenses where applicable. All payments by the Contractor shall be made in accordance with School Board procedure, and within normal processing time of the institution.

COMPLIANCE WITH LAWS AND BOARD POLICIES

Contractor shall abide by all applicable federal, state and local laws or regulations. Contractor shall comply with all School Board Policies. The School Board agrees, in fulfilling this contract, to abide by all provisions of Section 202 of Executive Order 11246, as amended by Executive Order 11376, relative to Equal Employment Opportunity for all persons without regard to races creed, color, national origin, or sex; and the implementing rules and regulations pertaining thereto.

GOVERNING LAW & VENUE

This contract 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, venue in Miami-Dade County, Florida. 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.

TERMINATION

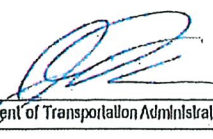
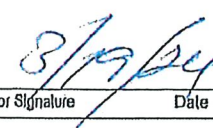
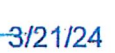
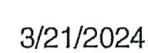
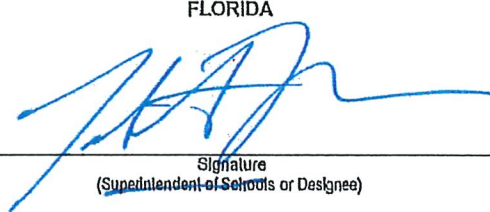
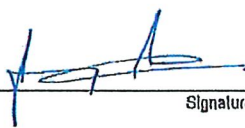
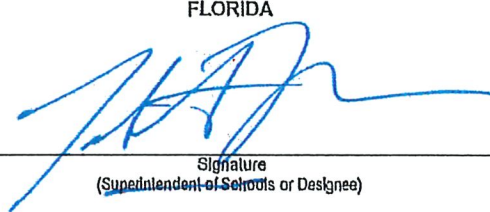
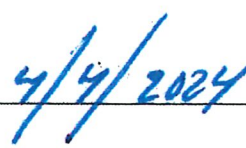
The School Board reserves the right to terminate this contract at any time and for any reason upon giving thirty (30) days' notice to the other party. If said contract should be terminated for convenience as provided herein, the School Board will be relieved of all obligations under said contract. Contractor shall promptly pay any amounts due to School Board.

FLORIDA PUBLIC RECORDS

Contractor understands the broad nature of these laws and agrees to comply with Florida's Public Records Laws and laws relating to records retention. The Contractor shall keep and maintain public records required by the School Board to perform the service. The Contractor shall keep records to show its compliance with program requirements. Contractors and subcontractors must make available, upon request of the School Board, a Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, any books, documents, papers, and records of the Contractor which are directly pertinent to this specific Agreement for the purpose of making audit, examination, excerpts, and transcriptions. Upon request from the School Board's custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law. Contractor shall ensure that public records that are exempt or confidential and

exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract. If the Contractor does not transfer the records to the public agency, The Contractor shall retain all records for five (5) years after final payment is made or received and all pending matters are completed pursuant to Title 34, Sections 80.36(b)(1). Exempt or confidential information should not be disclosed unless authorized by law. Upon completion of the contract, transfer, at no cost, to the School Board all public records in possession of the Contractor or keep and maintain public records required by the School Board to perform the service. If the Contractor transfers all public records to the School Board upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School Board, upon request from the School Board's custodian of public records, in a format that is compatible with the information technology systems of the School Board.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-995-1128, pr@dadeschools.net, and 1450 NE 2 Avenue, Miami, Florida 33132.

SUBMITTED BY:   Department of Transportation Administrative Director Signature Date			APPROVED AS TO RISK AND BENEFITS (as to the School Board):  Digitally signed by Elizabeth L. Soto Location: Office of Risk & Benefits Management Date: 2024.03.21 11:42:10 -04'00' Risk & Benefits Management Signature Date		
APPROVED BY:   Regional Superintendent / Division Head Signature Date			APPROVED AS TO PROCUREMENT AUTHORITY (as to the School Board):   Procurement Management Services Signature Date CP6286 PROCUREMENT USE ONLY		
APPROVED BY: Office of Grants Administration Signature Date (as applicable)			APPROVED AS TO FORM AND LEGAL SUFFICIENCY (as to the School Board): Karla Cejas, Esq. Digitally signed by Karla Cejas, Esq. Date: 2024.03.21 14:44:58 -04'00' School Board Attorney Signature Date		
ORGANIZATION Miami-Dade County			THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA 		
Legal Name of Contracting Party BY:  Signature			BY:  Signature (Superintendent of Schools or Designee)		
Name: Jimmy Morales, Chief Operations Officer 2/23/2024 Print Name Title Date			Tabitha G. Fazzino DESIGNEE		
Address: 111 NW First Street, 29 th Floor Miami FL 33128			(Name Typed)		
F.E.I.N. (if organization) 69-6000573 School Board Employee: YES NO X M-DCPS Employee No// _____			Date: 		

MDC007



DISTRICT OPERATIONS

DEPARTMENT OF TRANSPORTATION

PH: (305) 234-3365 – FAX: (305) 251-8502



2023/2024 Miami Dade County – Department of Parks, Recreation and Open Spaces.

 3/19/24
INITIAL & DATE

MR. JAMES HICKS
Administrative Director
9230 – Department of Transportation

 3/21/24
INITIAL & DATE

MR. STEFFOND L. CONE
Assistant Superintendent
9720 – District School Operations


INITIAL & DATE

Digitally signed by Elizabeth L. Soto
Location: Office of Risk & Benefits
Management
Date: 2024.03.21 11:41:21 -04'00'

MS. ELIZABETH SOTO (or DESIGNEE)
Risk Compliance Coordinator
9112 – Risk & Benefits Management

CM 3/21/2024
INITIAL & DATE

MS. CHARISMA H. MONTFORT
Chief Procurement Officer [CP6286 PROCUREMENT USE ONLY](#)
9171 – Procurement Management Services


INITIAL & DATE

Digitally signed by Karla Cejas,
Esq.
Date: 2024.03.21 14:42:20
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SCHOOL BOARD ATTORNEY
9014 – Board Attorney's Office

WD 3/22/24
INITIAL & DATE

MR. LUIS E. DIAZ (or DESIGNEE)
Chief Operating Officer
9019 – District Operations

INITIAL & DATE

DR. JOSE L. DOTRES (or DESIGNEE)
Superintendent of Schools
9011 – Office of The Superintendent

RECEIVED BY:

Ms. Daphnie Saint-Preux / Ms. La Wanda Brown
9720 – District School Operations

Date: 3/21/24



MEMORANDUM

(Revised)

TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

DATE: January 22, 2025

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)
1-22-25

RESOLUTION NO. R-42-25

RESOLUTION RATIFYING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE'S EXECUTION OF AN AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE SCHOOL BOARD OF MIAMI-DADE COUNTY (SCHOOL BOARD) FOR THE SCHOOL BOARD TO PROVIDE BUS TRANSPORTATION SERVICES FOR MIAMI-DADE COUNTY PARKS, RECREATION AND OPEN SPACES DEPARTMENT 2024 SUMMER CAMP FIELD TRIPS, FOR A TERM OF LESS THAN ONE YEAR PURSUANT TO SECTION 2-9 AND 2-10 OF THE MIAMI-DADE COUNTY CODE; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE ALL RIGHTS 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:

Section 1. Ratifies the County Mayor or County Mayor's Designee's execution of an Agreement, attached to the County Mayor's memorandum as Attachment A, pursuant to sections 2-9 and 2-10 of the Miami-Dade County Code, with the School Board of Miami-Dade County (School Board) to provide bus transportation at a fee of \$65,000.00 for Miami-Dade County Parks, Recreation and Open Spaces Department (PROS) 2024 summer camp field trips.

Section 2. Authorizes the County Mayor or County Mayor's Designee to exercise all rights conferred therein of the Agreement.

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

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

The Chairperson thereupon declared the resolution duly passed and adopted this 22nd day of January, 2025. 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