

July 23, 2008

School Police and District Security
Gerald L. Darling, Chief of Police

SUBJECT: REQUEST AUTHORIZATION FOR THE SUPERINTENDENT TO ENTER INTO AN INTERLOCAL AGREEMENT AND SIGN A GENERAL AFFIDAVIT WITH THE MIAMI-DADE COUNTY, OFFICE OF ADA COORDINATION, TO ALLOW FOR THE CONTINUATION OF AN ADA AWARENESS CLASSROOM PRESENTATION PROGRAM FOR THE PURPOSE OF ACCEPTING THE DISTRICT'S SHARE OF CURRENT AND FUTURE DISTRIBUTIONS OF PARKING FINE MONIES, GENERATED FROM DISABLED PARKING VIOLATIONS; AND AFFIRMING THAT THESE FUNDS WILL BE UTILIZED IN ACCORDANCE WITH THE PROVISIONS SET FORTH AND ESTABLISHED TO CONDUCT AWARENESS PROGRAMS AND IMPROVE ACCESSIBILITY FOR PERSONS WITH DISABILITIES

COMMITTEE: SCHOOL SUPPORT ACCOUNTABILITY

LINK TO DISTRICT STRATEGIC PLAN: CREATE A SYSTEM TO ANTICIPATE, PREPARE FOR AND MEET THE CHANGING SECURITY NEEDS OF THE DISTRICT

The Miami-Dade County Board of County Commissioners has recently streamlined the Parking Fines Reimbursement Program. These new guidelines are intended to ensure a fair and equitable distribution of the parking fine monies generated from parking fine violations to participating municipalities and entities such as Miami-Dade County Public Schools (M-DCPS). There are a number of these citations issued throughout the year by Miami-Dade Schools Police Department (M-DSPD) sworn personnel. The deliberate and intentional misuse of these designated spaces by unauthorized persons is shameful and only poses an additional burden upon our population with disabilities.

Authorization is requested to allow the Superintendent to enter into an Interlocal Agreement (attachment A), and sign a General Affidavit (attachment B) with the Miami-Dade County, Office of ADA Coordination, to allow for the continuation of the M-DSPD ADA Awareness Presentation Program "Understanding Us all, A Lesson in Equal Rights," for the purpose of receiving the District's entitled share of Disabled Parking Violations revenue.

D-9

The District also agrees and complies with the guidelines set forth by continuing the program, previously approved by the Miami-Dade County, Office of ADA Coordination, as well as the M-DCPS, Office of ADA Compliance, as an approved disability awareness program. This program has been in existence since 2002, and will entail classroom presentations on ADA awareness that will be conducted by M-DSPD officers. The program is managed by M-DSPD, with review and collaboration by the District's Office of ADA Compliance and Office of Treasury Management. The expected revenue for 2008 is \$1,429.00, of which 100% will be utilized for ADA awareness brochures that supplement the awareness presentations.

There are no additional costs to the District associated with this item.

RECOMMENDED: That The School Board of Miami-Dade County, Florida, authorizes the Superintendent to:

1. enter into an Interlocal Agreement with the Miami-Dade County, Office of ADA Compliance;
2. sign the General Affidavit affirming that the funds from this agreement will be spent as outlined;
3. authorize the continuation of the M-DSPD ADA Awareness Classroom Presentation Program "Understanding Us All, A Lesson in Equal Rights;" and
4. authorize the receipt of the District's entitled share of Disabled Parking Violations revenues from the Miami-Dade County, Office of ADA Coordination.

INTERLOCAL AGREEMENT

This agreement is entered into this _____ day of _____ year, by and between Miami-Dade County, Florida, a political subdivision of the State of Florida (the "County") and _____ (the "municipality"), a municipal corporation organized and existing under the laws of the State of Florida.

WITNESSETH

WHEREAS, Section 316.008 Florida Statutes, and Section 30-447. Code of Miami-Dade County, authorizes the charging of fines for misuse of specially marked parking spaces for people with disabilities, and

WHEREAS, Miami-Dade County proposes to distribute said fines under the provisions of Section 30-447 of the Code of Miami-Dade County, Florida.

NOW THEREFORE in consideration of the covenants contain herein, the parties agree as follows

1. This agreement shall become effective upon its execution by the authorized officers of the parties and will continue annually upon agreement by both parties.

2. The allocation of the disabled parking fine monies shall be used to provide funds to improve accessibility and equal opportunity to qualified physically disabled persons and to provide funds to conduct public awareness programs concerning physically disabled persons.

Attachment A

3. The parties shall annually submit an affidavit sworn by the chief administrative official of the municipality to the Miami-Dade County Office of Americans with Disabilities Act Coordination, hereinafter known as the “ADA Office”.

4. The affiant will affirm that expenditures meet the following criteria:
 - a. The funds reimbursed shall be used to improve accessibility and equal opportunity to qualified persons who have disabilities in the municipality and to conduct public awareness programs in the municipality concerning persons who have disabilities.

 - b. If only a portion of the project or program is being promoted to benefit people with disabilities, then only that portion of the project or program may be funded with these monies.

5. The parties agree to follow the terms and conclusions regarding payment as follows:
 - a. The percentage for distribution shall be calculated by the County annually. Each year the County shall notify all municipalities of the percentages of distribution of the disabled permit parking fine money for the upcoming annual period. The percentage for distribution to the County and to the municipalities is based on a percentage of total revenue which is determined by calculating the total number of fines paid county-wide. Funding estimates include a percentage of the monies which were not distributed to any municipalities in the previous year.

- b. The County agrees to pay the municipality under this agreement based on a payment schedule agreed upon by the Office of ADA Coordination, accompanied by such documentation as requested.
- c. In no event shall County funds be advanced to any subcontractor hereunder.
- d. The parties shall return funds to the Clerk of the Board if the project is not successfully completed and shall allow the Office of ADA Coordination to audit projects and conduct site visits. Any such audits or inspections shall be conducted in such manner and at such times so as not to unreasonably interfere with the day-to-day operation of the parties.
- e. The County may amend the terms of this agreement from time to time, as it may deem necessary.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their respective and duly authorized officers on the date hereinabove first mentioned.

ATTEST:

MIAMI-DADE COUNTY, FLORIDA

By: _____

Harvey Ruvin, Clerk

Carlos Alvarez, Mayor

ATTEST:

CITY OF _____, FLORIDA

By: _____

City Clerk

City Manager

(Date)

(Official Seal)

GENERAL AFFIDAVIT

State of Florida
County of _____

BEFORE **ME,** the undersigned Notary,
_____ *[name of Notary*
before whom affidavit is sworn], on this _____ *[day of month]* day of
_____ *[month]*, 20____, personally appeared
_____ *[name of affiant]*,
known to me to be a credible person and of lawful age, who being by me first duly
sworn, on _____ *[his or her]* oath, deposes and says:

The municipal parking fines funds reimbursed shall be used to improve accessibility and equal opportunity to qualified persons who have disabilities in the municipality and to conduct public awareness programs in the municipality concerning persons who have disabilities.

If only a portion of the project or program is being promoted to benefit people with disabilities, then only that portion of the project or program will be funded with these monies.

The municipality shall return funds to the Clerk of the Board if the project is not successfully completed and shall allow the Miami-Dade County Office of ADA Coordination to audit projects and conduct site visits. Any such audits or inspections shall be conducted in such manner and at such times so as not to unreasonably interfere with the day-to-day operation of the parties.

[set forth affiant's statement of facts]

[signature of affiant]

[typed name of affiant]

[address of affiant, line 1]

[address of affiant, line 2]

State of Florida

County of _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____,
_____ (year), by _____ (name of person making
statement).

(Signature of Notary Public - State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____