

MEMORANDUM

Agenda Item No. 8(A)(4)

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

DATE: May 17, 2016

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Resolution authorizing the County Mayor to enter into Affiliation Agreement with public and private institutions of higher learning in the State of Florida for placement of bachelors, masters or doctoral level-degree students in unpaid internship positions at Miami International Airport and/or the County's General Aviation Airports; authorizing the County Mayor to execute the agreement and to exercise renewal and termination provisions as required to further the purpose of such agreement

The accompanying resolution was prepared by the Aviation Department and placed on the agenda at the request of Prime Sponsor Commissioner Jose "Pepe" Diaz and Co-Sponsor Commissioner Audrey M. Edmonson.

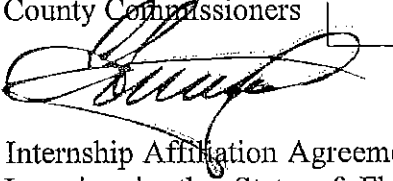


Abigail Price-Williams *for*
County Attorney

APW/lmp

Date: May 17, 2016

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

From: Carlos A. Gimenez
Mayor 

Subject: Resolution Authorizing Internship Affiliation Agreements with Public and Private Institutions of Higher Learning in the State of Florida for the Placement of Bachelors, Masters or Doctoral Degree Students in Non-Paid Internship Positions at Miami International Airport

Recommendation

It is recommended that the Board of County Commissioners (Board) adopt the attached resolution authorizing the County Mayor or the County Mayor's designee to enter into and execute Internship Affiliation Agreements, in substantially the form attached, with public and private institutions of higher learning in the State of Florida for the placement of Bachelors, Masters or Doctoral degree students in non-paid internship positions, either on-site or remotely, at Miami International Airport (MIA) and/or any of the County's general aviation airports.

Scope

The impact of this agenda item is countywide.

Fiscal Impact/Funding Source

There is a negligible fiscal impact to the County resulting from these agreements, as interns are not entitled to wages or benefits. The Miami-Dade Aviation Department (MDAD) will spend \$22.00 per intern for modified physical examinations and \$30.00 per intern for background investigations from its operational funds. There is no promise of employment for participation in this program.

Delegated Authority

This resolution authorizes the County Mayor or the County Mayor's designee to (i) execute agreements in substantially the form attached that further the purposes described in this request following their approval by the County Attorney's Office; and (ii) exercise renewal and termination clauses contained within the agreements.

Track Record/Monitor

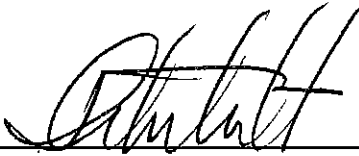
Track records for these agreements are not applicable as public and private institutions of higher learning in the State of Florida have not signed agreements with the County prior to the establishment of this program. The agreements will be monitored by MDAD's Assistant Aviation Director of Administration Barbara S. Jimenez. MDAD has other separate internship programs with the Florida Airports Council, Florida Memorial University and Miami Dade College, all with a positive track record.

Honorable Chairman Jean Monestime
and Members, Board of County Commissioners
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Background

These agreements will establish an affiliation between MDAD and various public and private institutions of higher learning in the State of Florida to provide experience for students through a non-paid internship. Students' participation will complement the service and educational activities of MDAD. They will not be used in lieu of professional staff or personnel, and will be under the supervision of MDAD employees. Five (5) to 10 students will be nominated and selected annually by their educational institutions without regard to consideration of race, color, national origin, religion, sex, marital status, or handicap condition.

The term of this agreement is one (1) year and shall automatically renew on a year-to-year basis on the last day of the effective term, unless either party gives written notice to the other at least ninety (90) days before the end of the existing annual term of that party's decision to terminate.



Jack Osterholt, Deputy Mayor

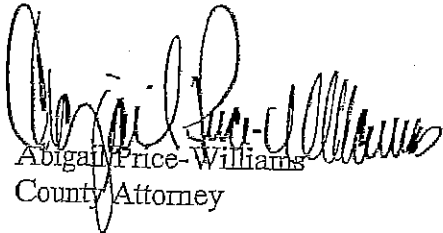


MEMORANDUM

(Revised)

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

DATE: May 17, 2016

FROM: 
Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 8(A)(4)

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. 8(A)(4)
5-17-16

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO ENTER INTO AFFILIATION AGREEMENT WITH PUBLIC AND PRIVATE INSTITUTIONS OF HIGHER LEARNING IN THE STATE OF FLORIDA FOR PLACEMENT OF BACHELORS, MASTERS OR DOCTORAL LEVEL-DEGREE STUDENTS IN UNPAID INTERNSHIP POSITIONS AT MIAMI INTERNATIONAL AIRPORT AND/OR THE COUNTY'S GENERAL AVIATION AIRPORTS; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE AGREEMENT AND TO EXERCISE RENEWAL AND TERMINATION PROVISIONS AS REQUIRED TO FURTHER THE PURPOSE OF SUCH AGREEMENT

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum and attachment, 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 authorizes the County Mayor or County Mayor's designee to enter into and execute an Affiliation Agreement, in substantially the form attached hereto, with public and private institutions of higher learning in the State of Florida for the placement of Bachelors, Masters or Doctoral level degree-seeking students in non-paid internship positions, either directly or remotely, at Miami International Airport and/or any of the County's general aviation airports; authorizes the County Mayor or County Mayor's designee to execute the agreements in substantially the form attached hereto following their approval by the County Attorney's Office; and authorizes the County Mayor or County Mayor's designee to exercise renewal and termination clauses of any agreements on behalf of Miami-Dade County, Florida.

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

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

The Chairperson thereupon declared the resolution duly passed and adopted this 17th day of May, 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: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.



Cynji A. Lee

INTERNSHIP AFFILIATION AGREEMENT
MIAMI-DADE AVIATION DEPARTMENT and _____

This Affiliation Agreement is entered into between the Miami-Dade Aviation Department (hereinafter 'MDAD') and _____

1. Term.

- a. This Agreement shall be in effect for a period of one (1) year from the Effective Date, and shall automatically renew on a year-to-year basis on the last day of the effective term, unless either party gives written notice to the other at least ninety (90) days before the end of the existing annual term of that party's decision to terminate its participation hereunder. If different terms for a renewal period are proposed and not accepted in writing by both parties by the expiration date, this Agreement shall not be renewed.
- b. Should any Intern be in the stages of their Internship Program at the expiration or earlier termination of this Agreement, MDAD shall allow the Intern to continue and complete that specific semester's practicum.
- c. This Agreement may be canceled if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of either party is or becomes an employee, consultant, or agent of the other with responsibility for the subject matter of this Agreement while this Agreement is in effect.
- d. MDAD may revoke permission for any intern to participate in this program at any time, with or without cause, and without the consent of _____ . In such event, MDAD shall have no liability to the student or to _____ .

2. General Terms.

- a. The purpose of this Agreement is to establish an affiliation between MDAD and _____ to provide an educational experience for students. As part of the internship program, _____ students will complement their formal education with career-related experience designed to prepare them for actual employment. The student's participation should complement the service and educational activities of MDAD. Students will not be used in lieu of professional staff or personnel and will be under the supervision of an MDAD employee. MDAD does not warrant or guarantee a minimum level of instruction or participation for any student, and reserves for itself the right to allocate MDAD staff time in the manner which best meets MDAD's operational needs. Students may participate in the program either on-site at an MDAD facility or remotely with the consent of MDAD, at their home campus.
- b. MDAD and _____ agree to comply with all applicable state and federal rules and regulations governing non-discrimination.
- c. MDAD and _____ shall be jointly responsible for developing and carrying out procedures for student selection and admission.
- d. The student is not entitled to wages or benefits, e.g. leave, retirement, subsistence allowance, or other reimbursements. Both parties recognize that the student is not an employee.
- e. All students interning on-site or remotely must successfully pass a background check and security training.

- f. All security screenings and orientations will be at Miami International Airport. Student participation is mandatory.
- g. Students on-site will be issued an MDAD Identification badge. Students will be allowed access to office areas and may be allowed access to the secured areas only at the discretion of their supervisors. Students shall not be allowed to perform or assist in the performance of duties directly or indirectly related to safety of flight.
- h. Either MDAD or _____ may require withdrawal or dismissal from participation at MDAD of any student whose performance record or conduct does not justify continuance.
- i. Neither MDAD nor _____ is obligated to provide for the student's transportation to or from MDAD facility or for health insurance for the student.
- j. MDAD and _____ shall be jointly responsible for developing a schedule for the Interns. No student shall be scheduled for more than 20 hours per week.
- k. A meeting or telephone conference between representatives of MDAD and _____ will occur at least once each semester to evaluate the educational program and review this Agreement.
- l. There is no promise of employment to be implied or conveyed by virtual fact of the student's participation in the program.
- m. The student is nominated and selected without regard to consideration of race, color, national origin, religion, sex, marital status or handicap condition.
- n. The student is not considered to be an employee for any purposes.
- o. All prospective students must consent, if requested, to background checks, fingerprinting, drug testing and other procedures reasonably necessary to ensure the safety of the airport and the traveling public.
- p. The student may be required to execute a non-disclosure agreement required for access to proprietary government programs and information.
- q. MDAD may require the students to execute a release of liability as a condition precedent to participation in this program.

3. MDAD's Obligations.

- a. MDAD agrees to submit to _____ an evaluation of each student's progress. The format for the evaluation is established by _____ in consultation with MDAD.
- b. Miami-Dade County is self-insured. MDAD is not responsible for maintaining insurance to cover liability arising from the acts and omissions of the employees and agents _____ of _____ students are not deemed to be employees of MDAD by virtue of this agreement.
- c. MDAD shall provide students with a brief introduction to the facility and its operations. The indoctrination will familiarize the student with the general and specific job functions of MDAD as well as MDAD regulations pertaining to security and employee standards of conduct.
- d. MDAD is not responsible for the provision of any equipment, software, internet services, or email addresses to students.
- d. MDAD shall brief the students that they are subject to the rules regarding non-disclosure, in that they will be seeing and/or using proprietary government programs that should not be discussed or used for personal gain outside MDAD. Applicants

qualifying for internship with MDAD will be subject to extensive security screening, including but not limited to fingerprint checks, employment verification and such other procedures as may be mandated by Federal law. The security clearance required by the Federal law is a continuing condition of employment.

4. _____'s Obligations.

- a. _____ will provide an administrative framework and a teaching faculty adequate in number, qualifications, and competence to develop and carry forward its instruction and supervision.
- b. _____ will provide MDAD with the name(s) of selected candidates, the length of internship, and the reporting date to the facility.
- c. _____ will notify MDAD, if an Intern terminates his/her enrollment at the school during the period of their internship.
- d. _____ shall be responsible for briefing the students on the program requirements established by MDAD. _____ shall advise all prospective students that this internship will occur at a working facility, and that students must use reasonable care to avoid foreseeable hazards at such facility.
- e. _____ is a public entity. To the extent and within the statutory limitations of Section 768.28, Florida Statutes, _____ agrees to be responsible for the acts and omissions of its employees and agents. _____ is not responsible for maintaining insurance coverage for liability arising from the acts and omissions of MDAD's employees and agents.

_____ is a private entity. _____ shall indemnify and hold harmless Miami-Dade County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, 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 this Agreement by the _____ or its employees, agents, servants, partners, principals or subcontractors. _____ shall pay all claims and losses in connection therewith and shall investigate and defend 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 costs, judgments and attorney's fees which may issue thereon. _____ expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by _____ shall in no way limit the responsibility to indemnify, keep and save harmless and defend Miami-Dade County or its officers, employees, agents and instrumentalities as herein provided.

5. Student's Obligations.

- a. The student must be enrolled at _____ in a Bachelors, Masters or Doctoral level-degree.

- b. The student must be a United States (U.S.) citizen, be recommended by _____, and be acceptable to MDAD Representative.
- c. The student must currently have a minimum Grade Point Average (GPA) of 3.0.
- d. Each student must adhere to MDAD's standard of conduct and dress code.
- e. Each student is expected to perform with high standards at all times and comply with all written policies and regulations of MDAD.
- f. Each student will be responsible for maintaining a work schedule coordinated with and approved by MDAD and _____ Representatives.
- g. The student will provide _____ with a record of their attendance.
- h. The student is responsible for providing all equipment, software, internet services, and email addresses necessary for performance under this Agreement.

6. Agreement Administration

- a. Upon implementing this Agreement, MDAD and _____ shall each appoint individuals as their Administrative Representative for matters affecting the terms of this Agreement or the administration thereof. Each party's Administrative Representative shall designate a person or persons, hereby named Technical Representative(s), from their respective organizations. The Technical Representative is authorized to exercise the technical direction of this Agreement only within the general scope of work. Either party may change its Administrative Representative or Technical Representative by written notice to the other party. These administrators shall not be removed without prior consent of the authorized organizational signatory.

MDAD Administrative Representative
 Barbara S. Jimenez
 Assistant Aviation Director
 Miami-Dade Aviation Department
 P. O. Box 025504
 Miami, FL 33102-5504
 Telephone: 305-876-0458
 Email: bjimenez@miami-airport.com

Administrative Representative

 Telephone: _____
 Email: _____

MDAD Technical Representative
 Sandra L. Jackson
 Human Resources Manager
 Miami-Dade Aviation Department
 P. O. Box 025504
 Miami, FL 33102-5504
 Telephone: 305-876-0995
 Email: sljackson@miami-airport.com

Technical Representative

 Telephone: _____
 Email: _____

- b. Responsibilities of the Technical Representatives include, but are not limited to, overall operation and coordination of the performance and educational activities, providing course information and objectives, and assisting students.

7. Miscellaneous.

- a. Each party shall be responsible for its and its agents' negligence, actions and omissions. If applicable, such responsibility is subject to the limitations set forth in Section 768.28, Florida Statutes.
- b. Neither party shall have the right to assign this Agreement without the prior written consent of the other party.
- c. This Agreement constitutes the entire agreement and understanding of the parties with respect to its subject matter. No prior or contemporaneous agreement or understanding will be effective.
- d. This Agreement may be executed in two or more counterparts each of which shall be deemed an original and together one and the same document.
- e. The individual signing below on behalf of MDAD hereby represents and warrants that (s)he is duly authorized to execute and deliver this Agreement on behalf of MDAD and that this Agreement is binding upon MDAD in accordance with its terms.
- f. Nothing in this Agreement is intended to modify, impair, destroy or otherwise affect any common law or statutory right to indemnity or contribution that either party may have against the other by reason of any act or omission of the other or its employees or agents.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

MIAMI-DADE AVIATION DEPARTMENT

By: _____

Name: Emilio T. Gonzalez

Title: Aviation Director

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

Address

Miami-Dade Aviation Department
Miami International Airport
4200 N.W. 21st Street
Miami, FL 33142

Address

