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

Memorandum

MIAMI-DADE COUNTY

Date: November 3, 2009

To: Honorable Chairman Dennis C. Moss
and Members, Board of County Commissioners

From: George M. Burgess
County Manager

Agenda Item No. 8(A)(1)(E)

Resolution No. R-1235-09

Subject: Ratification of Cooperative Agreement with Miami-Dade County Public School Board for Project VICTORY

Recommendation

It is recommended that the Board approve the attached resolution ratifying the actions of the Mayor or the Mayor's designee pursuant to section 2-9 of the Miami-Dade County Code, in authorizing and executing a Cooperative Agreement with the Miami-Dade County Public School Board (MDCPS) to form the basis for implementation of Project VICTORY, a unique business-led transition program designed to provide work skills and employment training to young adults with disabilities.

Scope

The host site for Project VICTORY is Miami International Airport (MIA), specifically, Building 5A located at 4200 NW 36th Street; however, the impact of this item is countywide in nature.

Fiscal Impact/Funding Source

There is no fiscal impact to the County as a result of this agreement. All financial responsibilities pertaining to Project VICTORY will be incurred by MDCPS. Additionally, MDCPS will provide its own supplies and materials for the program with the exception of a computer, telecommunications equipment, internet access, tables, chairs, and desks.

Track Record/Monitor

The agreement will be monitored by Bobbie Jones-Wilfork, Assistant Aviation Director for Administration for the Miami-Dade Aviation Department (MDAD).

Delegated Authority

The Mayor or the Mayor's designee is delegated the authority to exercise the renewal and cancellation provisions contained therein.

Background

This Agreement, voted on by the School Board on May 20, 2009, establishes cooperative efforts on behalf of the County through MDAD and MDCPS to provide students with disabilities between the ages of 18-22 with appropriate educational and vocational experiences in a work-appropriate setting. Project VICTORY will enable 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 will occur based on the student's experiences, strengths, and skills. Students will be given support with accommodations, adaptations, and on-the-job coaching. Miami International Airport as host site for the program will also be a potential future employment site for Project VICTORY participants. However, there is absolutely no promise or guarantee of a job after the student completes Project VICTORY.

MDCPS will play a vital role through the Office of Special Education and Psychological Services by providing the Special Education teacher and paraprofessional along with the students who will participate in the program. MDAD employees will mentor the students through "on the job" training in

tasks deemed appropriate for the student's skill level while the MDCPS teacher will compliment that training by working with each student on specific job skills identified as needing improvement.

The term of this Agreement is from August 24, 2009 through July 21, 2010. Upon expiration, the Agreement may be extended by mutual consent of the parties for two additional one-year periods ending July 21, 2012.

Assistant County Manager

MEMORANDUM
(Revised)

TO: Honorable Chairman Dennis C. Moss and Members, Board of County Commissioners

DATE: November 3, 2009

FROM: R. A. Cuevas, Jr. County Attorney

SUBJECT: Agenda Item No.8(A)(1)(E)

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**

_____ **Ordinance creating a new board requires detailed County Manager'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)(1)(E)
11-3-09

RESOLUTION NO. **R-1235-09**

RESOLUTION RATIFYING ACTIONS OF COUNTY MAYOR OR DESIGNEE TAKEN PURSUANT TO SECTION 2-9 OF THE MIAMI-DADE COUNTY CODE, IN AUTHORIZING A COOPERATIVE AGREEEMENT WITH MIAMI-DADE COUNTY, THROUGH ITS MIAMI-DADE AVIATION DEPARTMENT AND MIAMI-DADE COUNTY PUBLIC SCHOOLS TO PROVIDE MIAMI-DADE COUNTY PUBLIC SCHOOL STUDENTS WITH DISABILITIES WITH AN APPROPRIATE EMPLOYABILITY SKILLS TRAINING LABORATORY PROGRAM AT MIA TO REINFORCE ACQUISITION OF EMPLOYABILITY SKILLS; AND FURTHER IN EXECUTING THE AGREEMENT AND AUTHORIZING EXERCISE OF THE RENEWAL AND CANCELLATION 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, ratifies and confirms the actions of the County Mayor or Designee taken pursuant to Section 2-9 of the Miami-Dade County Code in: (i) authorizing the cooperative agreement between Miami-Dade County, through its Miami-Dade Aviation Department and the Miami-Dade County Public Schools to provide Miami-Dade County Public School students with disabilities with an appropriate employability skills training laboratory program at Miami International Airport to reinforce acquisition of employability skills; (ii) executing same for and on behalf of Miami-Dade County, in

substantially the form attached hereto; and (iii) authorizing the exercise of the renewal and cancellation provisions contained therein after approval by the County Attorney's Office.

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

Dennis C. Moss, Chairman **aye**
Jose "Pepe" Diaz, Vice-Chairman **aye**

Bruno A. Barreiro	**aye**	Audrey M. Edmonson	**aye**
Carlos A. Gimenez	**aye**	Sally A. Heyman	**aye**
Barbara J. Jordan	**aye**	Joe A. Martinez	**aye**
Dorrin D. Rolle	**aye**	Natacha Seijas	**aye**
Katy Sorenson	**aye**	Rebeca Sosa	**aye**
Sen. Javier D. Souto	**aye**		

The Chairperson thereupon declared the resolution duly passed and adopted this 3rd day of November, 2009. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

HARVEY RUVIN, CLERK

By: **DIANE COLLINS**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Cynji A. Lee

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 6th day of August, 2009 by and between the Miami-Dade County, through its Miami-Dade Aviation Department, hereinafter referred to as MDAD and The School Board of Miami-Dade County, Florida, hereinafter referred to as Miami-Dade County Public Schools (M-DCPS), collectively hereinafter referred to as (Parties).

WHEREAS, MDAD operates the MIAMI INTERNATIONAL AIRPORT, hereinafter referred to as MIA; and

WHEREAS, M-DCPS and MDAD want to provide M-DCPS students with disabilities with an appropriate employability skills training laboratory program at MIA to reinforce acquisition of employability skills; 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 the premises and the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. MDAD will provide M-DCPS with a current set of rules, regulations, and policies that directly affect the students placed at the job site. M-DCPS shall acquaint the students with the rules, regulations, and policies, and M-DCPS personnel shall hold said students responsible for complying with all rules, regulations and policies set forth by MDAD.
2. MDAD reserves the right to refuse its facilities and services to any student or M-DCPS Employee who does not meet professional or other requirements of MDAD.
3. M-DCPS and MDAD 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. The instructional schedule for the students while on-site at MIA shall be planned jointly by the M-DCPS teacher and the designated representative(s) of MDAD. Any changes in the instructional schedule must be approved by both parties prior to implementation of a new schedule.

5. The responsibility of the M-DCPS teacher while at MIA, with regard to the supervision and instruction of the students, may include as appropriate to the specific program:
   a. Direct instruction and supervision of the students according to the training plan developed for each student in conjunction with representative(s) of MDAD;
   b. Periodic evaluation of each student in conjunction with MDAD representative(s) as to the student's ability to acquire specific job skills and eventual independence in The Diversified Cooperative Training for the Handicapped (DCT-H) Program, or employment;
   c. Providing to MDAD, on a periodic basis, the proposed schedule for job related employability skills activities; and
   d. Availability for scheduled and unscheduled conferences at reasonable times with MDAD representative(s) who are directly or indirectly involved with the program.

6. M-DCPS will provide on-site visitations for program support and monitoring by personnel from its Division of Special Education.

7. M-DCPS on its part agrees further:
   a. To provide transportation for the students enrolled in the program to and from MIA;
   b. To arrange any meetings with school, regional center, or district-based personnel, as deemed necessary to the functioning of the program;
   c. To provide on-site supervision of students at all times; and

d. To provide methods of student evaluation and to assume responsibility for the final grades of the students.

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

f. MDCPS employees are subject to all county rules and regulations.

8. MDAD on its part agrees further:

a. To provide for the coordination and placement of up to, but no more than ten students into various employability skills activities within MIA; and

b. To provide assistance to the M-DCPS teacher through the MIA personnel manager in the training and evaluation of up to, but no more than 10 students during one program session.

c. To 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 MIA contact numbers should be provided to M-DCPS at the beginning of each school year and updated as needed throughout this Cooperative Agreement.

d. To provide work space, and access to telephone, fax, photocopy equipment, computer and email access to M-DCPS staff (classroom instructor and job coach).

e. Provide badges and parking access for MDCPS staff.

9. M-DCPS and MDAD agree that the students covered by the terms of this AGREEMENT are not MDAD employees for the purpose of the Fair Labor Standards Act, as evidenced by the following:

a. The training, even though it includes actual operation of the facilities of MDAD, is similar to that which would be given in a vocational school;

b. The training is for the benefit of the trainee-students;

c. The trainee-students do not displace regular employees, but work under their close observation;

d. MDAD, in providing the site for the program, derives no immediate advantage

from the activities of the trainee-students; and on occasion, its operations may actually be impeded;

e. The trainee-students are not entitled to jobs at MIA at the conclusion of the training period; and

f. The students are not entitled to wages for the time spent in training in the program.

10. a. M-DCPS shall indemnify and hold harmless MDAD and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which MDAD 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 the 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 and defend all claims, suits or actions of any kind or nature in the name of MDAD, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees 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 the 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 $100,000, or any claim or judgment or portions thereof, which when totaled with all other claims or judgments paid by M-DCPS arising out of the same incident or occurrence, exceed the sum of $200,000 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 the M-DCPS.

b. MDAD shall indemnify and hold harmless M-DCPS and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, 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 MDAD or its employees, agents, servants, partners, principals or subcontractors. MDAD 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 M-DCPS, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees 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 MDAD 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 $100,000, or any claim or judgments or portions thereof, which when totaled with all other claims or judgments paid by MDAD arising out of the same incident or occurrence, exceed the sum of $200,000 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 MDAD.

11. The parties understand and agree that they are subject to all federal and state laws and School Board rules relating to the confidentiality of student information. The parties further agree to comply with the Family Education Rights and Privacy Act ("FERPA").

12. MDAD represents that all of its employees who provide or may provide services under this Cooperative Agreement have met background check screening requirements. MDAD agrees to submit its corporate policy relating to background screening to M-DCPS.

    The parties further agree that failure by MDAD to comply with the County's background screening requirements shall constitute a material breach of the Cooperative Agreement entitling M-DCPS to terminate this Cooperative Agreement immediately with no further responsibility to perform any other duties under this Cooperative Agreement.

13. MDAD 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 MDAD 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.

14. MDAD agrees that it shall maintain a Drug-Free Workplace during the term of this Agreement. MDAD represents and warrants that it currently has or will have prior to services being rendered, a Drug-Free Workplace program.

15. 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 PARKS within three (3) working days. M-DCPS shall provide written notification to PARKS within seven (7) days if any legal action is threatened and/or filed as a result of such an injury.

16. 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 PARSK within three (3) working days. M-DCPS shall provide written notification to PARKS within seven (7) days if any legal action is threatened and/or filed as a result of such an alleged incident.

18. This agreement shall be construed in accordance with federal law and the laws of the State Florida. Any dispute with respect to this agreement is subject to 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.

19. Access to Records; Audit

The Parties shall provide access to all of their records which relate to this Agreement at is 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.

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 MDAD:

MIAMI-DADE AVIATION DEPARTMENT
Mr. Myles Battle
P.O. Box # 025504
Miami, Fl. 33102-5504

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

Miami-Dade County Public Schools
Division of Special Education
Attn: Administrative Director
1500 Biscayne Boulevard, Suite 407
Miami, Florida 33132

TERM OF AGREEMENT

The term of this AGREEMENT shall be from August 2nd, 2009 through and including June 30th, 2010 . Upon expiration of the initial term of the AGREEMENT, this AGREEMENT may be extended by mutual consent of the parties for two additional one-year periods ending June 30, 2012. Either party hereto may terminate this AGREEMENT at any time by giving to the other party notice in writing at least sixty (60) days prior to the intended termination date. In the event of an issue involving health, safety or welfare of the students, School Board may terminate the AGREEMENT immediately.

This AGREEMENT may be modified or amended only in writing by mutual consent of both parties.

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 Attachment A) prior to such participation in the training at the program site.

IN WITNESS WHEREOF, the parties hereto have caused this Cooperative Agreement to be executed by their respective and duly authorized officers the day and year first above written.

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

By:_____
Superintendent of Schools or Designee

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By:_____
Attorney for School Board

REVIEWED AND APPROVED

By:_____
Risk Management

MIAMI-DADE COUNTY

_____

By: _____

APPROVED AS TO FORM AND CORRECTNESS:

By:_____
Attorney for Miami-Dade County

APPROVED AS TO INSURANCE REQUIREMENTS:

By:_____
Risk Management