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

Memorandum

MIAMI-DADE COUNTY

Date: March 6, 2012

To: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

From: Carlos A. Gimenez
County Mayor

Agenda Item No. 8(A)(2)

Resolution No. R-199-12

Subject: Approval of Internship Agreement with Miami-Dade College

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RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) adopt the attached resolution approving the Internship Affiliation Agreement between the Miami-Dade Aviation Department (MDAD) and Miami-Dade College (MDC) to provide educational experience to students pursuing careers in aviation and authorize the Mayor or his designee to execute said Agreement for and on behalf of the County.

DELEGATION OF AUTHORITY

The authority of the Mayor or his designee to execute and implement this Agreement is consistent with those authorities granted under the Code of Miami-Dade County. Additional delegation of authority requested for this Agreement includes amending, extending and exercising any termination provisions therein.

PROJECT NAME: Internship Affiliation Agreement

PROJECT DESCRIPTION: The purpose of this Agreement is to establish an affiliation between the MDAD and MDC to provide an educational experience for students. As part of the internship program, MDC students will complement their formal education with career-related experience designed to prepare them for actual employment in the aviation industry. Students will not be used in lieu of professional or staff personnel and will be under the supervision of an MDAD employee. MDAD does 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.

PROJECT LOCATION: The Miami-Dade County Airport System includes Miami International Airport (MIA), Opa-locka Executive Airport (OPF), OPF West, Kendall Tamiami Executive Airport (TMB), Homestead General Aviation Airport (X-51) and Dade-Collier Traning & Transition Airport (TNT).

COMMISSION DISTRICT: Various Districts

APPROVAL PATH: Board of County Commissioners

USING DEPARTMENT: Miami-Dade Aviation Department

MANAGING DEPARTMENT: Miami-Dade Aviation Department

FISCAL IMPACT: MDAD will spend $22 per student for modified physical examinations and $30 per student for background investigations. Students are not entitled to wages or benefits for their time spent in training. There is no promise of employment for participation in this program.

BACKGROUND: The purpose of this Agreement is to formalize MDAD's affiliation with MDC to provide an educational experience for students. MDAD has worked with MDC and other educational institutions in the past, but is now entering into agreements with these institutions to better manage participation of students in the program. Approximately 12 MDC students at a time will complement their formal education with career-related experience designed to prepare them for actual employment in the aviation industry.

OPTION TO EXTEND: This Agreement shall be in effect for a period of one 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 term of that party's decision to terminate its participation. This Agreement may be otherwise amended at any time, but only by the mutual written consent of the two parties. 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.

AGREEMENT MANAGER: Bobbie Jones-Wilfork, Assistant Aviation Director

PROJECT MANAGER: Althea Coleman, HR Manager

Deputy Mayor

MEMORANDUM

(Revised)

TO: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

DATE: March 6, 2012

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

SUBJECT: Agenda Item No. 8(A)(2)

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)(2)
3-6-12

RESOLUTION NO. R-199-12

RESOLUTION AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO ENTER INTO AN INTERNSHIP AFFILIATION AGREEMENT WITH MIAMI-DADE COLLEGE AND THE MIAMI-DADE AVIATION DEPARTMENT FOR STUDENT INTERNS PURSUING CAREERS IN AVIATION; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE, AMEND AND EXTEND SUCH AGREEMENT AS REQUIRED

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 authorizes the County Mayor or County Mayor's designee to enter into an Internship Affiliation Agreement, in substantially the form attached hereto, with Miami-Dade College and the Miami-Dade Aviation Department for student interns pursuing careers in aviation; authorizes the County Mayor or County Mayor's designee to execute, amend, and extend such Agreement for and on behalf of Miami-Dade County, Florida.

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

Joe A. Martinez, Chairman	**aye**		
Audrey M. Edmonson, Vice Chairwoman	**absent**		
Bruno A. Barreiro	**absent**	Lynda Bell	**aye**
Esteban L. Bovo, Jr.	**aye**	Jose "Pepe" Diaz	**aye**
Sally A. Heyman	**aye**	Barbara J. Jordan	**absent**
Jean Monestime	**aye**	Dennis C. Moss	**aye**
Rebeca Sosa	**aye**	Sen. Javier D. Souto	**absent**
Xavier L. Suarez	**aye**		

The Chairperson thereupon declared the resolution duly passed and adopted this 6th day of March, 2012. 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: Christopher Agrippa
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

David M. Murray

INTERNSHIP AFFILIATION AGREEMENT
MIAMI-DADE AVIATION DEPARTMENT and MIAMI DADE COLLEGE

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

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. This Agreement may be otherwise amended at any time, but only by the mutual written consent of the Parties hereto. 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, the 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 MDC. In such event, MDAD shall have no liability to the student or to MDC.

2. **General Terms.**
   a. The purpose of this Agreement is to establish an affiliation between the MDAD and MDC to provide an educational experience for students. As part of the internship program, MDC students will complement their formal education with career-related experience designed to prepare them for actual employment in the aviation industry. The student's participation should complement the service and educational activities of the 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 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.
   b. The MDAD and MDC agree to comply with all applicable state and federal rules and regulations governing nondiscrimination.
   c. The MDAD and MDC shall be jointly responsible for developing and carrying out procedures for student selection and admission.
   d. The student is not entitled to benefits, e.g. leave, retirement, subsistence allowance, or other reimbursements. Both parties recognize that the student is not an employee.
   e. 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.

f. Either the MDAD or MDC may require withdrawal or dismissal from participation at the MDAD of any student whose performance record or conduct does not justify continuance.
g. Neither the MDAD nor MDC is obligated to provide for the student's transportation to or from the MDAD facility or for health insurance for the student.
h. The MDAD and MDC shall be jointly responsible for developing a schedule for the Interns. No student shall be scheduled for more than 20 hours per week.
i. A meeting or telephone conference between representatives of the MDAD and MDC will occur at least once each semester to evaluate the educational program and review this Agreement.
j. There is no promise of employment to be implied or conveyed by virtual fact of the student's participation in the program.
k. The student is nominated and selected without regard to consideration of race, color, national origin, religion, sex, marital status or handicap condition.
l. The student is not considered to be an employee for any purposes.
m. All prospective students may be required to consent to background checks, fingerprinting, drug testing and other procedures reasonably necessary to ensure the safety of the airport and the traveling public.
n. 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. The MDAD agrees to submit to MDC an evaluation of each student's progress. The format for the evaluation is established by MDC in consultation with the MDAD.
   b. Miami Dade County is self-insured. The MDAD is not responsible for maintaining insurance to cover liability arising from the acts and omissions of the employees and agents of MDC. MDC students are not deemed to be employees of the MDAD by virtue of this agreement.
   c. The 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 the MDAD as well as MDAD regulations pertaining to security and employee standards of conduct.
   d. The 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 the MDAD. Applicants qualifying for internship with the 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. **MDC's Obligations**
   a. MDC 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. MDC will provide the MDAD with the name(s) of selected candidates, the length of internship, and the reporting date to the facility.

c. MDC will notify the MDAD if an intern terminates his/her enrollment at the school during the period of their internship.
d. MDC shall be responsible for briefing the students on the program requirements established by the MDAD. MDC 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. MDC is a self- insured public entity. To the extent and within the statutory limitations of Section 768.28, Florida Statutes, MDC agrees to be responsible for the acts and omissions of its employees and agents. MDC is not responsible for maintaining insurance coverage for liability arising from the acts and omissions of the MDAD's employees and agents.

5. **Student Obligation**
   a. The student must be enrolled in MDC's School of Aviation, be a US citizen, be recommended by MDC, and be acceptable to the MDAD Representative.
   b. The student must be in his/her last two semesters of studies and maintain a minimum GPA of 3.0.
   c. Each student must adhere to the MDAD's standard of conduct and dress code.
   d. Each student is expected to perform with high standards at all times and comply with all written policies and regulations of the MDAD.
   e. Each student will be responsible for maintaining a work schedule coordinated with and approved by the MDAD and MDC Representatives.
   f. The student will provide MDC with a record of their attendance.

6. **Agreement Administration**

   a. Upon implementing this Agreement, the MDAD and MDC 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, 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.

<u>MDAD Administrative Representative</u>
Bobbie Jones-Wilfork
Assistant Aviation Director
Miami-Dade Aviation Department
P. O. Box 025504
Miami, FL 33102-5504
Telephone: 305-876-0939
Email: bjones-wilfork@miami-airport.com

<u>MDC Administrative Representative</u>
Diana Lewis
Director, School of Aviation
Miami-Dade College
Homestead Campus
500 College Terrace
Homestead, FL 33030
Telephone: 305-237-5950
Email: dlewis4@mdc.edu

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

MDC Technical Representative
Victor Fernandez
Professor of Aviation
Miami-Dade College
500 College Terrace
Homestead, FL 33030
Telephone: 305-586-7382
Email: Vfernan3@mdc.edu

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 subject to Florida Statute 768.28.
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 the MDAD hereby represents and warrants that (s)he is duly authorized to execute and deliver this Agreement on behalf of the MDAD and that this Agreement is binding upon the 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	MIAMI-DADE COLLEGE
By:	By:
Name: José Abreu	Name: Dr. Jeanne F. Jacobs
Title: Aviation Director	Title: Campus President
Date:	Date:
Address	**Address**
Miami-Dade Aviation Department Miami International Airport 2100 NW 42 Avenue Miami, FL 33166	Miami-Dade College Homestead Campus 500 College Terrace Homestead, FL 33030