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

MEMORANDUM

Agenda Item No. 3(B)(1)

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

DATE: December 15, 2015

FROM: Abigail Price-Williams County Attorney

SUBJECT: Resolution ratifying actions of County Mayor taken pursuant to section 2-9 of the Code in authorizing a Cooperative Agreement with the Miami-Dade County Public School System for Project VICTORY, a unique business-led transition program designed to provide work skills and employment training to young adults with disabilities; and further authorizing the County Mayor to exercise the renewal and cancellation provisions contained therein, and approve subsequent Project VICTORY Agreements following review for legal sufficiency by the County Attorney

Resolution No. R-1143-15

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

Abigail Price-Williams
County Attorney

APW/cp

Memorandum

MIAMI-DADE COUNTY

Date: December 15, 2015

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

From: Carlos A. Gimenez
Mayor

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

RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) ratify the attached Cooperative Agreement with Miami-Dade County Public Schools (M-DCPS) for Project VICTORY, a unique business-led transition program designed to provide work skills and employment training to young adults with disabilities.

SCOPE

Miami International Airport (MIA), the host site for Project VICTORY, is located primarily within District 6, which is represented by Commissioner Rebeca Sosa.

DELEGATION OF AUTHORITY

In accordance with Section 2-8.3 of the Code of Miami-Dade County requiring identification of delegated authority, the County Mayor or the County Mayor's designee has the authority to exercise the renewal and cancellation provisions and to approve subsequent Project VICTORY agreements, in substantially the form attached hereto, following review by the County Attorney.

FISCAL IMPACT/FUNDING SOURCE

There is no fiscal impact to the County resulting from this agreement. All financial responsibilities pertaining to Project VICTORY will be incurred by M-DCPS. Additionally, M-DCPS will provide supplies and materials for the program, with the exception of computers, telecommunications equipment, internet access, tables, chairs, and desks. The equipment is already maintained by the Miami-Dade Aviation Department (MDAD) staff.

TRACK RECORD/MONITOR

The agreement will be monitored by MDAD's Special Project Administrator Myles F. Battle.

BACKGROUND

Project VICTORY is an educational program designed to provide work skills to students with disabilities between the ages of 18 and 22. Individualized job development and placement is based on each student's experience, strengths, and skills. Students are provided support with accommodations, adaptations, and on-the-job coaching. MIA, as the host site for the program, will also be a potential future employment site for Project VICTORY participants. However, there is no promise or guarantee of a job after students complete Project VICTORY.

Through its Special Education and Psychological Services office, M-DCPS will provide a Special Education teacher and a paraprofessional, as well as the names of students who will participate in the program. MDAD employees will mentor the students through on-the-job training in tasks deemed appropriate for students' skill levels, while the M-DCPS teacher will complement that training by working with each student on specific job skills identified as "needing improvement."

The term of this agreement is from July 31, 2015 through July 31, 2018. Upon expiration, the agreement may be extended via extension letter by mutual consent of the parties for two (2) additional one-year periods ending June 30, 2020.

Jack Osterholt, Deputy Mayor

MEMORANDUM

(Revised)

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

DATE: December 15, 2015

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 3(B)(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 ____, 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. 3(B)(1)
12-15-15

RESOLUTION NO. R-1143-15

RESOLUTION RATIFYING ACTIONS OF COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TAKEN PURSUANT TO SECTION 2-9 OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA, IN AUTHORIZING A COOPERATIVE AGREEMENT WITH THE MIAMI-DADE COUNTY PUBLIC SCHOOL SYSTEM FOR PROJECT VICTORY, A UNIQUE BUSINESS-LED TRANSITION PROGRAM DESIGNED TO PROVIDE WORK SKILLS AND EMPLOYMENT TRAINING TO YOUNG ADULTS WITH DISABILITIES; AND FURTHER AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE THE RENEWAL AND CANCELLATION PROVISIONS CONTAINED THEREIN, AND APPROVE SUBSEQUENT PROJECT VICTORY AGREEMENTS FOLLOWING REVIEW FOR LEGAL SUFFICIENCY BY THE COUNTY ATTORNEY

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference; and

WHEREAS, this Cooperative Agreement provides for compliance with federal, state and local laws and regulations applicable to the provision of educational programs and related services for students with disabilities; and further authorizes the County Mayor or County Mayor's designee to exercise the renewal and cancellation provisions contained therein and approve subsequent Project VICTORY Agreements, in substantially the form attached hereto, following review for legal sufficiency by the County Attorney's Office,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board ratifies the actions of the County Mayor or the County Mayor's designee taken pursuant to section 2-9 of the Code of Miami-Dade County, Florida, in authorizing a Cooperative Agreement with the Miami-Dade County Public School system for Project VICTORY, in substantially the form attached hereto; and further authorizes the County Mayor or the County Mayor's designee to exercise the renewal and cancellation provisions contained therein, and approve subsequent Project VICTORY Agreements following review for legal sufficiency by the County Attorney's Office.

The foregoing resolution was offered by Commissioner **Esteban L. Bovo, Jr.** , who moved its adoption. The motion was seconded by Commissioner **José "Pepe" Diaz** and upon being put to a vote, the vote was as follows:

Jean Monestime, Chairman **aye**
Esteban L. Bovo, Jr., Vice Chairman **aye**

Bruno A. Barreiro	**aye**	Daniella Levine Cava	**aye**
Jose "Pepe" Diaz	**aye**	Audrey M. Edmonson	**absent**
Sally A. Heyman	**absent**	Barbara J. Jordan	**aye**
Dennis C. Moss	**absent**	Rebeca Sosa	**absent**
Sen. Javier D. Souto	**aye**	Xavier L. Suarez	**aye**
Juan C. Zapata	**absent**		

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The Chairperson thereupon declared the resolution duly passed and adopted this 15th day of December, 2015. 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: Christopher Agrippa
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Cynji A. Lee

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

This Cooperative Agreement, (hereinafter referred to as "AGREEMENT"), is entered into on this 31st day of July, 2015, by and between Miami-Dade County, a political subdivision of the State of Florida, through its Miami-Dade Aviation Department, (hereinafter referred to as "MDAD"), whose principal place of business is 4200 NW 36th Street Miami, Florida 33166, and The School Board of Miami-Dade County, Florida, (hereinafter referred to as "AGENCY"), a political subdivision of the State of Florida, whose principal place of business is 1450 NE 2nd Avenue, Miami, Florida 33132. MDAD and AGENCY are hereinafter collectively referred to as the "PARTIES".

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

WHEREAS, the PARTIES want to provide students with disabilities with an appropriate employability and job skills training laboratory program at MIA to reinforce acquisition of employability skills; and

WHEREAS, this AGREEMENT provides for compliance with federal, state, local laws and AGENCY Policies applying to the provision of educational programs and related services for students with disabilities.

NOW THEREFORE, in consideration of the mutual covenants herein contained, and other good and valuable consideration, the receipt of which is hereby acknowledged, PARTIES agree as follows:

1. MDAD will provide to AGENCY a current set of rules, regulations, and policies that directly affect the students placed at the job site. AGENCY shall acquaint the students with the applicable rules, regulations, and policies, and AGENCY personnel shall hold said students responsible for complying with all applicable rules, regulations and policies set forth by MDAD.
2. MDAD reserves the right to refuse access to its facilities and services to any student or AGENCY employee who does not meet professional or other requirements of MDAD.
3. PARTIES 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 of 1990, and related regulations. PARTIES 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 AGENCY teacher and the designated representative(s) of MDAD. Any changes in the instructional schedule must be approved by PARTIES prior to implementation of a new schedule.
5. The responsibility of the AGENCY 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, 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. AGENCY will provide on-site visitations for program support and monitoring by personnel from the Office of Exceptional Student Education.

7. AGENCY further agrees:

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;

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

e. To return all MDAD property, including keys, parking permits and identification cards issued to all AGENCY employees upon termination of this AGREEMENT;

and

f. To require AGENCY employees involved in the program to adhere to county rules and regulations that are not in conflict with AGENCY Policies.

8. MDAD further agrees:

a. To provide for the coordination and placement of up to, but no more than, ten (10) students into various employability skills activities within MIA;

b. To provide assistance to the AGENCY teacher through the MIA personnel manager in the training and evaluation of up to, but no more than, ten (10) students during one program session;

c. To provide to AGENCY 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 students. All MIA contact numbers should be updated and provided to AGENCY at the beginning of each school year;

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

e. To provide badges and parking access for AGENCY staff at no cost to AGENCY staff.

9. PARTIES 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 students;

c. The 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 students, and on occasion, its operations may actually be impeded;

e. The 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 for the program.

10. AGENCY does hereby agree to indemnify and hold harmless MDAD to the extent of the limitations included within Section 768.28, Florida Statutes, subject to the provisions in this act whereby AGENCY 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 $200,000, or any claim or judgments or portions thereof, which, when totaled with all other claims or judgments paid by the State, its agencies or subdivisions arising out of the same incident or occurrence, exceeds the sum of $300,000 from any and all personal injury or property damage claims, liability, losses and causes of action which may arise as a result of AGENCY's sole negligence as it relates to the terms and conditions of this AGREEMENT. However, nothing herein shall be deemed

to indemnify MDAD from any liability or claim arising out of the negligent performance or failure of performance of MDAD or as a result of the negligence of any other party.

11. MDAD does hereby agree to indemnify and hold harmless AGENCY to the extent of the limitations included within Section 768.28, Florida Statutes, subject to the provisions in this act 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 $200,000, or any claim or judgments or portions thereof, which, when totaled with all other claims or judgments paid by the State, its agencies or subdivisions arising out of the same incident or occurrence, exceeds the sum of $300,000 from any and all personal injury or property damage claims, liability, losses and causes of action which may arise as a result of MDAD's negligence as it relates to the terms and conditions of this AGREEMENT. However, nothing herein shall be deemed to indemnify AGENCY from any liability or claim arising out of the negligent performance or failure of performance of AGENCY or as a result of the negligence of any other party.

12. PARTIES understand and agree that they are subject to all federal and state laws and AGENCY Policies relating to the confidentiality of student information. PARTIES further agree to comply with the Family Educational Rights and Privacy Act of 1974. PARTIES shall regard all student information as confidential and will not disclose the student information to any third party.

13. MDAD represents that all of its employees who provide or may provide services under this AGREEMENT have met background check screening requirements that are in compliance with Florida Statutes. MDAD agrees to submit its policy relating to

background screening to AGENCY.

PARTIES further agree that the failure by MDAD to comply with Miami-Dade County's background screening requirements shall constitute a material breach of the AGREEMENT entitling AGENCY to terminate this AGREEMENT immediately with no further responsibility to perform any other duties under this AGREEMENT.

14. MDAD agrees to comply with all pertinent 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. Furthermore, MDAD agrees that failure to comply with the Florida K-20 Education Code shall constitute a material breach of this AGREEMENT and may result in the termination of this AGREEMENT by the AGENCY.

15. 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.

16. AGENCY shall complete an incident report in the event of any serious bodily injury to anyone operating within the scope of this AGREEMENT or arising out of the performance of this AGREEMENT. AGENCY shall provide written notification of the incident together with a copy of the incident report to MDAD within three (3) working days. AGENCY shall provide written notification to MDAD within seven (7) days if any legal action is threatened and/or filed as a result of such an injury.

17. AGENCY 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 AGENCY employee or student and AGENCY has knowledge thereof. AGENCY shall provide written notification of the incident together with a copy of the incident report to MDAD within three (3) working days. AGENCY shall provide written notification to MDAD 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 laws and the laws of the State of Florida. Any dispute with respect to this AGREEMENT is subject to the laws of Florida with 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. PARTIES shall provide access to all of their records which relate to this AGREEMENT at the corresponding place of business during regular business hours and upon reasonable notice. AGENCY agrees to comply with all Miami-Dade County ordinances and administrative orders relating to Inspector General reviews and audits. PARTIES agree to provide such assistance as may be necessary to facilitate their review and/or audit.

20. Any notice required or permitted to be given under this AGREEMENT by one entity to the other shall be in writing, and shall be given and deemed to have been given immediately; if delivered in person to the recipient's address set forth in this section or the date shown on the certificate of receipt if placed in the United States mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the receiving party at the address hereinafter specified:

AS TO MDAD:

Mr. Myles Battle

Miami-Dade Aviation Department

Post Office Box 025504

Miami, Florida 33102-5504

AS TO THE AGENCY:

The School Board of Miami-Dade County, Florida

Alberto M. Carvalho, Superintendent

1450 NE Second Avenue, Suite 912

Miami, Florida 33132

With a copy to:

The School Board of Miami-Dade County, Florida

Office of Exceptional Student Education

Ava Goldman, Administrative Director,

1501 NE 2nd Avenue, Suite 407

Miami, Florida 33132

And a copy to:

The School Board of Miami-Dade County, Florida

Attn: Walter J. Harvey, School Board Attorney

1450 NE 2nd Avenue, Suite 430

Miami, Florida 33132

21. **This effective term of this AGREEMENT is from *July 31st, 2015, through July 31st, 2018, inclusive*.** Upon expiration of the initial term of the AGREEMENT, this AGREEMENT may be extended via extension letter by mutual consent of the parties for two additional one-year periods ending **June 30, 2020**. Either party hereto may terminate this AGREEMENT at any time by giving to the other party notice in writing at least thirty (30) days prior to the intended termination date. In the event of an issue involving health, safety or welfare of the students, AGENCY may terminate the AGREEMENT immediately.

22. Amendments or modifications to this AGREEMENT may be made only in writing by mutual consent of the PARTIES.

23. AGENCY will obtain the signature of each student participating in the program at the program site on a waiver and release form (a copy of which is attached hereto as Attachment A) prior to such participation in the training at the program site.

[Intentionally Left Blank, Signature Page to Follow]

IN WITNESS WHEREOF, the PARTIES hereto have caused this AGREEMENT to be executed by their respective and duly authorized officers on the day and year first set forth above.

"AGENCY"

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA

By: _____
~~Superintendent of Schools or~~ Designee
Tabitha Fazzino
Designee

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____ 10/14/15
Attorney for School Board

REVIEWED AND APPROVED:

By: _____
Risk Management

"MDAD"

By: _____
Aviation Director

APPROVED AS TO FORM AND CORRECTNESS:

By: _____
Attorney for Miami-Dade County

APPROVED AS TO INSURANCE REQUIREMENTS:

By: _____
Risk Management

ATTACHMENT A

WORK-STUDY PROGRAM RELEASE
THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA

In consideration of the Miami-Dade County Aviation Department offering the opportunity for students to participate in a work-study program at Miami International Airport, known as "Project Victory", I for myself, my heirs, assigns, executors and administrators, do hereby release and forever discharge the Miami-Dade County Aviation Department, Miami International Airport, their officers, directors, trustees, affiliates, agents and employees from all manners of action, causes of action, suits, debts, damages, or claims and demands of any type or kind whatsoever that may arise on account of any reason or cause, injury or death, whatsoever, occurring from, connected with, or originating from the work-study program at Miami International Airport.

Furthermore, I recognize and acknowledge that I am a student being permitted on the premises and I am not an employee, agent or servant of the Miami International Airport. I also acknowledge that The School Board of Miami-Dade County, Florida has signed a contract with the Miami-Dade County Aviation Department whereby it agrees to the extent of the limitations included within Florida Statutes 768.28, to indemnify and hold harmless the Miami-Dade County Aviation Department, Miami International Airport, their officers, directors, trustees, affiliates, agents employees, guests, and patrons, against any and all claims, liabilities, and losses by whoever asserted, arising out of acts or omissions on the part of the School Board of Miami-Dade County, Florida, or its employees or students in conducting the work-study program, including travel to and from Miami International Airport.

Signature: _____

Printed Name: _____

Parent/Guardian

Signature: _____

Printed Name: _____

Date: _____