

## Sanchez, Rodzandra (COE)

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**From:** Diaz-Greco, Gilma M. (COE)  
**Sent:** Monday, February 27, 2017 3:45 PM  
**To:** Sanchez, Rodzandra (COE)  
**Subject:** Rebeca Sosa, County Commissioner, District 6 (Conflict of interest opinion on item 170218- ( 3A on the Feb. 16, 2017, EDTC) INQ 17-42  
**Attachments:** 170218 EDTC.pdf; Sosa INQ.docx

[INQ 17-42 Sosa](#)

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**From:** Murawski, Michael P. (COE)  
**Sent:** Monday, February 27, 2017 3:41 PM  
**To:** Diaz-Greco, Gilma M. (COE) <[Gilma.Diaz-Greco@miamidade.gov](mailto:Gilma.Diaz-Greco@miamidade.gov)>  
**Subject:** FW: Conflict of interest opinion on item 170218- ( 3A on the Feb. 16, 2017, EDTC)

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**From:** Murawski, Michael P. (COE)  
**Sent:** Tuesday, February 14, 2017 1:57 PM  
**To:** Fernandez, Alejandro J. (DIST6) <[ALEJANDRO@miamidade.gov](mailto:ALEJANDRO@miamidade.gov)>  
**Cc:** Centorino, Joseph (COE) <[Joseph.Centorino@miamidade.gov](mailto:Joseph.Centorino@miamidade.gov)>  
**Subject:** FW: Conflict of interest opinion on item 170218- ( 3A on the Feb. 16, 2017, EDTC)

Dear Mr. Fernandez:

Attached please find an opinion as per your request.

Sincerely,

Mike Murawski

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**From:** Fernandez, Alejandro J. (DIST6)  
**Sent:** Tuesday, February 14, 2017 9:56 AM  
**To:** Centorino, Joseph (COE) <[Joseph.Centorino@miamidade.gov](mailto:Joseph.Centorino@miamidade.gov)>  
**Cc:** Turay, Radia (COE) <[Radia.Turay@miamidade.gov](mailto:Radia.Turay@miamidade.gov)>; Perez, Martha D. (COE) <[perezmd@miamidade.gov](mailto:perezmd@miamidade.gov)>; Diaz-Greco, Gilma M. (COE) <[Gilma.Diaz-Greco@miamidade.gov](mailto:Gilma.Diaz-Greco@miamidade.gov)>; Aguirre, Betty (DIST6) <[Betty.Aguirre@miamidade.gov](mailto:Betty.Aguirre@miamidade.gov)>; Castro, Vivian (DIST6) <[Vivian.Castro@miamidade.gov](mailto:Vivian.Castro@miamidade.gov)>  
**Subject:** Conflict of interest opinion on item 170218- ( 3A on the Feb. 16, 2017, EDTC)

Good morning, Mr. Centorino:

I hope this email finds you well. Item 3A (170218) on the preliminary agenda for Thursday's Economic Development and Tourism Committee relates to establishing a scholarship program with the School Board of Miami-Dade County for students at George T. Baker Aviation Technical College. In advance of Thursday's consideration of this item, we

respectfully request your opinion as to whether or not the item presents a voting conflict given Commissioner Sosa's employment with the Miami-Dade County School Board. For your convenience, the item is attached to this email.

Many thanks in advance for your assistance.

Sincerely,  
Alex

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**ALEX J. FERNÁNDEZ**  
Senior Communications Aide & Legislative Assistant  
Commissioner Rebeca Sosa, District 6  
Miami-Dade County  
111 NW 1<sup>st</sup> Street, Suite 220  
Miami, Florida 33128  
305.375.5696  
[alejandro@miamidade.gov](mailto:alejandro@miamidade.gov)

INQ 17-042

Dear Mr. Fernandez,

You have inquired in your capacity as aide to Commissioner Rebeca Sosa, Miami-Dade Commissioner (DIST 6) concerning whether Commissioner Sosa would have a voting conflict of interest under Section 2-11.1(d) of the Miami-Dade County Conflict of Interest and Code of Ethics Ordinance, in connection with Item 31 (170218) on the Economic Development and Tourism Committee agenda for February 16, 2017. The question is asked in light of Commissioner Sosa's full-time employment with the Miami-Dade County Schools as a Curriculum/Program facilitator for services related to the countywide South Florida Workforce one-stop delivery system. The item in question relates to a Resolution establishing a scholarship program with the School Board of Miami-Dade County for students at George T. Baker Aviation Technical College, to be known as the George T. Bakery Aviation Technical College AMT Scholarship; authorizing expenditures from available Aviation Department operating funds in an amount not to exceed \$25,000 annually to fund ten (10) scholarships; and authorizing the County Mayor to enter into affiliation agreements with George T. Baker Aviation Technical College for administration of the program for a term of up to three years.

Inasmuch as Commissioner Sosa's employment is with a government agency, she is not automatically disqualified from voting due to her employment by an agency affected by the action in question. It is my understanding that Commissioner Sosa's position with the Miami-Dade Public Schools is in no way affected by the agreement, and that she will not, directly or indirectly, profit or be enhanced by the Economic Development and Tourism action on this item. Therefore, it is my opinion that Commissioner Sosa may participate in the discussion on and vote on the item in question because she does not have a voting conflict of interest under Section 2-11.1(d) of the Ethics Code.

Sincerely,

Michael P. Murawski

# MEMORANDUM

EDTC  
Agenda Item No. 3A


**TO:** Honorable Chairman Esteban L. Bovo, Jr.  
and Members, Board of County Commissioners

**DATE:** February 16, 2017

**FROM:** Abigail Price-Williams  
County Attorney

**SUBJECT:** Resolution establishing a scholarship program with the School Board of Miami-Dade County for students at George T. Baker Aviation Technical College To be known as the George T. Baker Aviation Technical College AMT Scholarship; authorizing expenditures from available budgeted Aviation Department operating funds in an amount not to exceed \$25,000.00 annually to fund 10 scholarships; authorizing the County Mayor to enter into affiliation agreements with George T. Baker Aviation Technical College for administration of the program for a term of up to three years

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



Abigail Price-Williams  
County Attorney

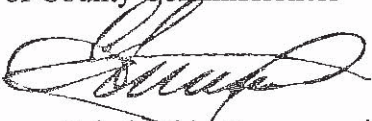
APW/lmp

# Memorandum



**Date:** March 7, 2017

**To:** Honorable Chairman Esteban L. Bovo, Jr.  
and Members, Board of County Commissioners

**From:** Carlos A. Gimenez  
Mayor 

**Subject:** Resolution Establishing a Scholarship Program with the School Board of Miami-Dade County for Students Enrolled at the George T. Baker Aviation Technical College

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## **Recommendation**

It is recommended that the Board of County Commissioners (Board) adopt the attached resolution establishing a scholarship program with the School Board of Miami-Dade County for students enrolled at the George T. Baker Aviation Technical College (GBATC).

## **Scope**

GBATC is located within District 6, which is represented by Commissioner Rebeca Sosa; however, because this item will draw students from throughout Miami-Dade County, the impact of this agenda item is countywide.

## **Fiscal Impact/Funding Source**

Scholarship monies not to exceed \$25,000.00 annually will be drawn from budgeted Miami-Dade Aviation Department (MDAD) operating funds.

## **Delegated Authority**

In accordance with Miami-Dade County Code Section 2-8-3 related to identifying delegation of Board authority, the County Mayor or the County Mayor's designee has the authority to execute affiliation agreements for the administration of the scholarships in substantially the form attached hereto, after review by the Office of the County Attorney, and to exercise the renewal and termination options contained within the Agreement.

## **Track Record/Monitor**


MDAD has affiliation agreements with the Florida Airports Council, Florida Memorial University and Miami-Dade College, all with positive track records. The agreements will be monitored by MDAD Assistant Aviation Director of Administration Barbara S. Jimenez.

## **Background**

The GBATC scholarship program, to be known as the George T. Baker Aviation Technical College Aviation Maintenance Technician (AMT) Scholarship, will accept up to ten (10) students annually, with each provided \$2,500.00 for students pursuing studies in the AMT Program specializing in Airframe or Powerplant. The scholarship program will provide financial scholarship assistance to GBATC students and complement the aims of MDAD's community involvement. Students will be nominated and selected by their educational institutions without regard to consideration of race, color, national origin, religion, sex, marital status or handicap condition. The term of the affiliation agreements for administration of the scholarships shall not

Honorable Chairman Esteban L. Bovo, Jr.  
And Members, Board of County Commissioners  
Page 2

exceed three (3) years, and scholarship monies shall not exceed \$25,000.00 annually. The County Mayor or County Mayor's designee is authorized to execute subsequent affiliation agreements with the School Board of Miami-Dade County, in substantially the form attached, after review by the office of the County Attorney and so long as sufficient funds for this purpose were identified and included in the MDAD budget for such subsequent years.



Jack Osterholt  
Deputy Mayor

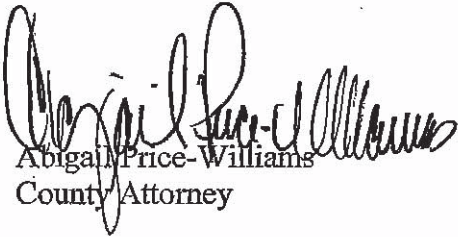


# MEMORANDUM

(Revised)

**TO:** Honorable Chairman Esteban L. Bovo, Jr.  
and Members, Board of County Commissioners

**DATE:** March 7, 2017

**FROM:**   
Abigail Price-Williams  
County Attorney

**SUBJECT:** Agenda Item No.

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

Agenda Item No.

Veto \_\_\_\_\_

Override \_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_

RESOLUTION ESTABLISHING A SCHOLARSHIP PROGRAM WITH THE SCHOOL BOARD OF MIAMI-DADE COUNTY FOR STUDENTS AT GEORGE T. BAKER AVIATION TECHNICAL COLLEGE TO BE KNOWN AS THE GEORGE T. BAKER AVIATION TECHNICAL COLLEGE AMT SCHOLARSHIP; AUTHORIZING EXPENDITURES FROM AVAILABLE BUDGETED AVIATION DEPARTMENT OPERATING FUNDS IN AN AMOUNT NOT TO EXCEED \$25,000.00 ANNUALLY TO FUND 10 SCHOLARSHIPS; AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO ENTER INTO AFFILIATION AGREEMENTS WITH GEORGE T. BAKER AVIATION TECHNICAL COLLEGE FOR ADMINISTRATION OF THE PROGRAM FOR A TERM OF UP TO THREE YEARS

**WHEREAS**, this Board desires to accomplish the purposes outlined in the accompanying memorandum, 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 hereby establishes a scholarship program with the School Board of Miami-Dade County at George T. Baker Aviation Technical College, to be known as the George T. Baker Aviation Technical College AMT Scholarship, such scholarships not to exceed 10 in number and \$2,500.00 in amount, for one year, and annually thereafter as may be included in the Aviation Department budget and approved by this Board, all as more particularly set forth in the memorandum from the County Mayor; this Board authorizes the expenditure of available Aviation Department budgeted operating funds not to exceed \$25,000.00 annually; further, this Board authorizes the County Mayor or County Mayor's designee to enter into affiliation agreements for the administration of



the annual scholarships, in substantially the form attached hereto for a term of up to three years, after review by the Office of the County Attorney, without further referral back to this Board.

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:

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

The Chairperson thereupon declared the resolution duly passed and adopted this 7<sup>th</sup> day of March, 2017. 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

GKS For CAL

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**AFFILIATION AGREEMENT  
BY AND BETWEEN  
MIAMI-DADE COUNTY  
and  
SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA**

This Affiliation Agreement is entered into between the Miami-Dade County, a political subdivision of the State of Florida whose principal place of business is 111 NW 1 Street, Miami, Florida 33128 (hereinafter 'the County') and The School Board of Miami-Dade County, Florida ("the School Board") by and through George T. Baker Aviation Technical College, a political subdivision of the State of Florida whose principal place of business is 3275 NW 42nd Avenue, Miami, Florida 33142.

**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 for two additional one year terms, 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. Either party may terminate this Agreement with or without cause upon giving thirty (30) day written notice.
- c. Should any student be in the stages of their program at the expiration or earlier termination of this Agreement, the County shall allow the student to continue and complete that specific semester's practicum.
- d. 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.
- e. The County may revoke permission for any student to participate in this program at any time, with or without cause, and without the consent of the School Board. In such event, MDAD shall have no liability to the student or to the School Board.

**2. General Terms.**

- a. The purpose of this Agreement is to establish an affiliation between the County, acting through the Miami Dade Aviation Department (MDAD) and George T. Baker Aviation Technical College to establish a scholarship program to be known as the George T. Baker Aviation Technical College AMT Scholarship. The County, through MDAD, will provide scholarships which will not exceed ten in number and \$2,500 in individual amount for one year and annually thereafter for students pursuing studies in Aviation Maintenance Technician (AMT) Program specializes in Airframe or Powerplant.
- b. MDAD and George T. Baker Aviation Technical College agree to comply with all applicable state and federal rules and regulations governing non-discrimination.

This includes, without limitation, the provisions attached hereto as Special Conditions.

- c. MDAD and George T. Baker Aviation Technical College shall be jointly responsible for developing and carrying out procedures for student selection and admission. The School Board shall final authority over student selection and admilssion.
- d. Either MDAD or George T. Baker Aviation Technical College may require withdrawal or dismissal from participation at MDAD of any student whose performance record or conduct does not justify continuance.
- e. A meeting or telephone conference between representatives of MDAD and George T. Baker Aviation Technical College will occur at least once each semester to evaluate the educational program and review this Agreement.
- f. There is no promise of employment to be implied or conveyed by virtual fact of the student's participation in the program.
- g. The student is nominated and selected without regard to consideration of race, color, national origin, religion, sex, marital status or handicap condition.
- h. MDAD may require the students to execute a release of liability as a condition precedent to participation in this program.

### 3. The County's Obligations.

Miami-Dade County is self-insured. The County is not responsible for maintaining insurance to cover liability arising from the acts and omissions of the employees and agents of the School Board or of George T. Baker Aviation Technical College students. Neither the School Board, its employees and agents, nor George T. Baker Aviation Technical College students are deemed to be employees of MDAD by virtue of this agreement.

Subject to the limitations set forth in Florida Statues 768.28, including the notice provisions and limitations on maximum liability, Miami-Dade County shall indemnify and hold harmless the School Board of Miami-Dade County, Florida and its officers, employees, agents and instrumentalities from any and all liability, losses or damages which School Board of Miami-Dade County, Florida 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 Miami-Dade County or its employees, agents, servants, partners, principals or subcontractors.

### 4. The School Board/George T. Baker Aviation Technical College's Obligations.

- a. The School Board and George T. Baker Aviation Technical College agree to provide the County with an accounting of all funds received and disbursed to scholarship recipients on a semi-annual basis. The format for the financial summary is established by MDAD in consultation with the George T. Baker.
- ~~b. The School Board and George T. Baker Aviation Technical College agrees to provide the County with an accounting of all funds received and disbursed for non-scholarship allocations on a semi-annual basis. The format for the financial~~

summary is established by the County in consultation with the George T. Baker Aviation Technical College.

- c. George T. Baker Aviation Technical College will notify MDAD, if a student terminates his/her enrollment at the school during the period when the scholarship was awarded.
- e. George T. Baker shall provide notice to MDAD of all recipients' academic and financial standing and any other information which would render a recipient ineligible for future award.
- f. George T. Baker Aviation Technical College shall be responsible for briefing the students on the scholarship program requirements jointly agreed by MDAD and GTBATC.
- g. George T. Baker Aviation Technical College is a public entity. To the extent and within the statutory limitations of Section 768.28, Florida Statutes, the School Board and George T. Baker Aviation Technical College agree to be responsible for the acts and omissions of their employees and agents. George T. Baker Aviation Technical College is not responsible for maintaining insurance coverage for liability arising from the acts and omissions of MDAD's employees and agents.

Subject to the limitations set forth in Florida Statutes 768.28, including the notice provisions and limitations on maximum liability, the School Board and the George T. Baker Aviation Technical College shall indemnify and hold harmless Miami-Dade County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages 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 School Board or George T. Baker Aviation Technical College or their employees, agents, servants, partners, principals or subcontractors.

#### 5. Student's Eligibility Requirements.

- a. The student has additional FAA Certification/License for graduating Secondary FAA Completer and/or Post-Secondary FAA Completer in Airframe or Powerplant.
- b. Each student must have a high school diploma.
- c. Each student must be enrolled full-time at George T. Baker Aviation Technical College in Aircraft Maintenance Technician (AMT) Program specializing in Airframe or Powerplant.
- d. Each student must have completed all coursework in Airframe or Powerplant.
- e. Each student must have a minimum cumulative Grade Point Average (GPA) of 3.0.
- f. Each student must demonstrate an economic need on estimated family contribution reflected in Student Aid Report on Free Application for Federal Student Aid (FAFSA).
- g. Each high school student must be eligible for free reduced lunch.
- h. Each student must be a United States (U.S.) citizen, be recommended by George T. Baker Aviation Technical College, and be acceptable to MDAD Representative.

- i. Each student must be a student of good moral character, in good standing with the college community, and have good attendance.
- j. Each student will be required to write a 200-word essay.

## 6. Program.

The Aircraft Maintenance Technician (AMT) Program prepares students for employment as an aircraft mechanic. Students who complete the Airframe and/or Powerplant Technician Program(s) are eligible to take the Federal Aviation Administration (FAA) written and the oral examinations to become a certificated Airframe or Powerplant Technician. Secondary students may complete the second program as post-secondary students. The technical is certificated by the FAA under certificate #CT9T072R.

- a. **General:** The General curriculum is a one-year pre-requisite for both the Airframe Technician and/or Powerplant Technician Programs.
- b. **Airframe:** The Airframe Technician Program is a two-year program consisting of an in depth study of aircraft structures and systems.
- c. **Powerplant:** The Powerplant Technician Program is a two-year program consisting of an in depth study of Powerplant theory and maintenance of aircraft engine operations and systems.
- d. **Certification/Licensure:** Students who complete the FAA-approved curriculum are eligible to take the FAA written examination. The written examination is administered on campus. Upon passing of the written examinations, students may take the FAA Oral and Practical at any FAA approved testing location.

## 7. Agreement Administration

- a. Upon implementing this Agreement, MDAD and George T. Baker Aviation Technical College 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](mailto:bjimenez@miami-airport.com)

Administrative Representative  
 Ciro R. Hidalgo, Principal  
 George T. Baker Aviation  
 Technical College  
 3275 NW 42<sup>nd</sup> Avenue  
 Miami, FL 33142  
 Telephone: 305-871-3143  
 Email: [cirohidalgo@dadeschools.net](mailto:cirohidalgo@dadeschools.net)

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  
Vivian Garcia, Counselor  
George T. Baker Aviation  
Technical College  
3275 NW 42<sup>nd</sup> Avenue  
Miami, FL 33142  
Telephone: 305-871-3414  
Email: vgarcia21@dadeschools.net

- 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.

#### 8. 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.
- g. **Written Notice Delivery**

Any notice required or permitted to be given under this agreement by one party to the other party 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 on 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.

**MDAD Address.** The address for MDAD for all purposes under this agreement and for all notices hereunder shall be:

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

**School Board's Address.** The address for the School Board for all purposes under this Agreement and for all notices hereunder shall be:

The School Board of Miami-Dade County, Florida  
Attn: Alberto M. Carvalho, Superintendent  
1450 N.E. Second Avenue, Suite 912  
Miami, Florida 33132

**With a copy to:**

The School Board of Miami-Dade County, Florida  
George T. Baker Aviation Technical College  
Rene Mantilla  
3275 N.W. 42nd Avenue  
Miami, Florida 33142

**And a copy to:**

The School Board of Miami-Dade County, Florida  
Attn: Walter J. Harvey, School Board Attorney  
1450 N.E. Second Avenue, Suite 430  
Miami, Florida 33132

- h. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida. In the event of litigation, venue for any claim shall lie exclusively in a court of competent jurisdiction in Miami-Dade County. All parties shall be responsible for their own attorneys' fees.
- i. This Agreement is subject to review by the Office of the Inspector General. The parties shall make all records and documents related to this Agreement available for inspection by the Office of the Inspector General.

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

**MIAMI-DADE COUNTY**

**THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA**

By:

By: 

Name: Emilio T. Gonzalez

Name: Alberto M. Carvalho Tabitha Fazzio

Title: Aviation Director

Title: Superintendent of Schools Designee

Date:

Date: 8/22/16

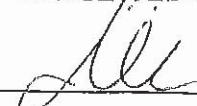
**Address**

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

**Address**

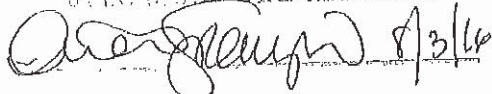
School Board of Miami-Dade County, Florida  
1450 N.E. Second Avenue  
Miami, Florida 33132

**RISK MANAGEMENT  
REVIEWED AND APPROVED**

 8/22/16

12

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY  
BY SCHOOL BOARD ATTORNEY

 8/3/16

## SPECIAL PROVISIONS – AVIATION CONTRACT

### A). Compliance with Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

4. Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the contractor under the contract until the contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, Required Contract Provisions Issued on January 29, 2016 Page 19 AIP Grants and Obligated Sponsors Airports (ARP) unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal

Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

7. During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);



- 49 CFR part 21 (Non-discrimination in Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123 (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

B) All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The [contractor | consultant] has full responsibility to monitor compliance to the referenced statute or regulation. The [contractor | consultant] must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

C) All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR-Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.