

**RESOLUTION NO. 14-57**

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL  
OF THE TOWN OF CUTLER BAY, FLORIDA,  
AUTHORIZING THE TOWN MANAGER TO ENTER INTO  
AN INTERNSHIP COOPERATIVE AGREEMENT WITH  
MIAMI-DADE COUNTY PUBLIC SCHOOLS; AND  
PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Cutler Bay (the "Town") adopted Resolution Number 14-03, on January 15, 2014, authorizing the Town Manager to execute an Educational Compact Agreement (the "Compact") with Miami-Dade County Public Schools; and

**WHEREAS**, both Town staff and School Board staff followed an established student internship program blueprint developed by the School Board to bring together each organization's collective resources for the greater benefit of the students and residents of the Town; and

**WHEREAS**, on December 11, 2013, the Superintendent Alberto M. Carvalho of Miami-Dade County Public Schools presented the Town's Compact to the School Board of Miami-Dade County at its regular Board meeting and the compact was approved; and

**WHEREAS**, in furtherance of the goals and objectives of the Compact, Town staff is requesting Town Council approval to enter into an Internship Cooperative Agreement with Miami-Dade County Public Schools, attached hereto as Exhibit "A;" and

**WHEREAS**, the proposed student internship program will allow students from Cutler Bay Academy of Advanced Studies, Centennial Campus a "hands on" experience interning in various Town departments; and

**WHEREAS**, Town Council finds that this Resolution is in the best interest and welfare of the residents of the Town.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA AS FOLLOWS:**


**Section 1.**     **Recitals.** The above Recitals are true and correct and incorporated herein by this reference.

**Section 2.**     **Authorization.** The Town Manager is authorized to take any and all steps necessary to execute the Internship Cooperative Agreement with Miami-Dade County Public Schools, in substantially the form attached hereto as Exhibit "A," subject to the Town Attorney's approval as to form, content and legal sufficiency; and

**Section 3.**      **Effective Date.** This resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 20th day of August, 2014.

Attest:

  
DEBRA E. EASTMAN, MMC  
Town Clerk

  
EDWARD P. MACDOUGALL  
Mayor



APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY FOR THE SOLE  
USE OF THE TOWN OF CUTLER BAY:

  
WEISS, SEROTA, HELFMAN, PASTORIZA,  
COLE & BONISKE, P.L.  
Town Attorney

Moved By: Vice Mayor Sochin  
Seconded By: Council Member Bell

FINAL VOTE AT ADOPTION:

Mayor Edward P. MacDougall	yes
Vice Mayor Ernest N. Sochin	yes
Council Member Peggy R. Bell	yes
Council Member Sue Ellen Loyzelle	yes
Council Member Mary Ann Mixon	yes



# Miami-Dade County Public Schools

*giving our students the world*

**Superintendent of Schools**  
**Alberto M. Carvalho**

**Miami-Dade County School Board**  
*Perla Tabares Hantman, Chair*  
*Dr. Lawrence S. Feldman, Vice Chair*  
*Dr. Dorothy Bendross-Mindingall*  
*Susie V. Castillo*  
*Carlos L. Curbelo*  
*Dr. Wilbert "Tee" Holloway*  
*Dr. Martin Karp*  
*Dr. Marta Pérez*  
*Raquel A. Regalado*

December 1, 2014

Mr. Rafael Casals, Manager  
Town of Cutler Bay  
10720 Caribbean Boulevard, Suite 105  
Cutler Bay, FL 33189

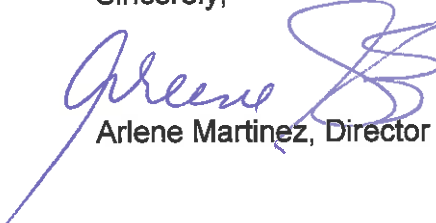
Dear Mr. Casals :

To give our students the world, it takes partners like you. We thank you for providing internship opportunities for our students. As an internship provider, you play a vital role in helping us prepare our students for the real world that awaits them – in college, in the workplace and the greater society.

The executed Cooperative Agreement is enclosed for your records. If you have any questions, please contact me at 305 995-3050 or 786 525-2824.

We look forward to sharing an enriching internship experience with you!

Sincerely,



Arlene Martinez, Director

## EXHIBIT A

**The School Board of Miami-Dade County, Florida  
Internship Cooperative Agreement**

THIS COOPERATIVE AGREEMENT "Agreement" is entered into this Oct 1, 2014, by and between Town of Cutler Bay, ("Entity Name" Must be the same as listed at Florida Department of State Division of Corporations), and The School Board of Miami-Dade County, Florida, ("M-DCPS"), a political subdivision of the State of Florida.

**Internship Provider**

Entity Name: Town of Cutler Bay  
 Mentor Name: Rafael G. Casals, Town Manager  
 Address: 10720 Caribbean Blvd., Suite 105  
 City / State / Zip: Cutler Bay, Florida 33189  
 Telephone / Fax: (305) 234-4262 / (305) 234-4251  
 Email: RCasals@cutlerbay-fl.gov

Program status (check one): ☒ Public ☐ Private Non-profit ☐ Private For-profit  
☐ Government / Municipal / State / Federal

**The School Board of Miami-Dade County, Florida**

Name: Miami-Dade County Public Schools / Office of Community Engagement  
 Address: 1450 N.E. 2<sup>nd</sup> Avenue, Suite 202  
 City / State / Zip: Miami, FL 33132  
 Telephone / Fax: 305-995-3050 / 305-995-2888  
 Email: asmartinez@dadeschools.net

**I. RECITALS**

1. M-DCPS and Business Mentor want to provide M-DCPS senior high students with an appropriate internship program Career Experience Opportunity (CEO) or Honors and Executive Internship Program (HEIP) program to reinforce acquisition of employability skills; and
2. M-DCPS and Business Mentor want M-DCPS senior high students, "interns", to receive the related and support services necessary to obtain skills, experience, and knowledge to maximize employment opportunities.

**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:

**II. RESPONSIBILITIES OF M-DCPS**

M-DCPS agrees:

- To provide support for the internship experience as provided for in the Miami-Dade County Public Schools respective internship guide;
- To arrange any meetings with school, regional center, or district-based personnel, as deemed necessary to the functioning of the program;
- To maintain appropriate documentation and application of interns;
- To select interns from eligible pool of students;

- To provide an orientation program for interns and Business Mentor;
- To provide on-site visitations for support and monitoring by M-DCPS staff.

### III. RESPONSIBILITIES OF BUSINESS MENTOR

#### **Business Mentor agrees:**

- to provide internship experience(s) for selected M-DCPS students as specified in the Miami-Dade County Public Schools respective internship guide;
- to provide the necessary assessments or evaluation as outlined in the internship guide;
- to maintain attendance records / log sheet on-site and inform M-DCPS / Office of Community Engagement immediately via phone and/or email of unscheduled absences;
- to assure the safety of the interns while under their supervision;
- to ensure students will intern only at the given place of business (no home based businesses or secondary sites are allowed).
- to provide M-DCPS with a current set of its rules, regulations, and policies that directly affect the interns placed at the business site. Business Mentor shall acquaint the students with rules, regulations, and policies.

Business Mentor reserves the right to refuse its services or to remove from its facilities any interns or M-DCPS employee who does not meet professional or other requirements of Business Mentor.

### IV. PARTIES AGREE THAT:

#### **A. RESPONSIBILITIES OF BOTH PARTIES**

1. The schedule for interns while on-site at Business Mentor shall be planned jointly by M-DCPS, the Business Mentor and the student. Any changes in the schedule must be approved by all parties prior to implementation of a new schedule.
2. M-DCPS and Business Mentor shall both designate an individual who shall be available to answer all questions and assist in the implementation of this Agreement.
3. M-DCPS and Business Mentor agree that the students covered by the terms of this agreement are not Business Mentor's 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 Business Mentor, is similar to that which would be given in a school;
  - b. The training is for the benefit of the interns;
  - c. The interns do not displace regular employees, but work under their close observation;
  - d. Business Mentor, in providing the site for the program, derives no immediate advantage from the activities of the interns;
  - e. The interns are not necessarily entitled to jobs at the conclusion of the training period; and
  - f. The interns are not entitled to wages for the time spent in training in the program.

#### **B. TERM OF AGREEMENT; TERMINATION**

The term of this Agreement shall be from Oct 1, 2014, and can be valid for up to three (3) years, through and including June 30, 20(15 16)17. Either party hereto may terminate this Agreement at any time by giving to the other party notice in writing at least 30 days prior to the intended termination date.



**C. COMPLIANCE WITH LAW**

1. M-DCPS and Business Mentor 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 intern 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.
2. Business Mentor agrees to adopt a background screening process that is consistent with having interns in the workplace, and consistent with M-DCPS guidelines.
3. This agreement shall be subject to Florida's Public Record Laws, Chapter 119, Florida Statutes.

**D. NO THIRD PARTY BENEFICIARIES**

The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

**E. CONFIDENTIALITY OF STUDENT INFORMATION**

Business Mentor understands and agrees that it is subject to all applicable federal and Florida laws and all School Board policies relating to the confidentiality of student records. Business Mentor further agrees to comply with the Federal Family Educational Rights and Privacy Act ("FERPA" 34CFR§ 99) and shall (i) use any personally identifiable student information ("information") only as provided in this Agreement, (ii) maintain the confidentiality of the information and, (iii) return the information to the Agency upon termination of the Agreement. Business Mentor shall treat all information as confidential and will not disclose the information to any third party.

**F. INSURANCE**

M-DCPS and the Business Mentor agree to insure or self-insure their respective interests to the extent each deem necessary or appropriate. Upon written request, evidence of self insurance or insurance shall be furnished to either party.

**G. INDEMNIFICATION**

1. The Business Mentor does hereby agree to hold harmless, indemnify and defend the Indemnities (as hereinafter defined) against any claim, action, loss, damage, injury, liability, cost or expense of whatsoever kind or nature including, but not by way of limitation, attorneys fees and court costs arising out of bodily injury or property damage arising out of or incidental to the negligent performance of this Agreement by or on behalf of the Business Mentor. The following shall be deemed to be indemnities: The School Board of Miami-Dade County, Florida and its members, officers and employees. However, nothing herein shall be deemed to indemnify the School Board for any liability or claim arising out of the negligent performance or failure of performance of the School Board or as a result of the negligence of any unrelated third party.
2. The School Board of Miami-Dade County, Florida does hereby agree to hold harmless and indemnify the Business Mentor to the extent of limitations included within Florida Statutes, Section 768.28, subject to the provisions in this act whereby the School Board shall not be held liable to pay a personal injury claim 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 School Board arising out of the same incident or occurrence, exceeds the sum of \$300,000 from any and all personal injury or property claims, liabilities, losses and causes of actions arising out or incidental to the negligent performance of this Agreement. However, nothing herein shall be deemed to indemnify the Business Mentor for any liability or claim arising out of the negligent performance or failure of performance of the Business Mentor or as a result of the negligence of any unrelated third party.

**H. MODIFICATION**

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

**I. GOVERNING LAW AND VENUE**

This agreement shall be construed in accordance with the laws of the State of 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.

**J. 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 Business Mentor:**

Name/Title: Rafael G. Casals, Town Manager

If designee, you must be authorized to sign on behalf of the entity.

Company: Town of Cutler Bay

Address: 10720 Caribbean Blvd., Suite 105

City, State & Zip: Cutler Bay, Florida 33189

Phone: (305) 234-4262

Email: RCasals@cutlerbay-fl.gov

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

Miami-Dade County Public Schools  
Office of Community Engagement  
1450 N.E. 2nd Avenue, Suite 202  
Miami, FL 33132  
305-995-3050

**With a copy to:**

The School Board of Miami-Dade County, Florida  
Attn: Alberto M. Carvalho, Superintendent  
1450 N.E. 2nd Avenue, Suite 912  
Miami, FL 33132

**And a copy to:**

The School Board of Miami-Dade County, Florida  
Attn: Walter J. Harvey, School Board Attorney  
1450 N.E. 2nd Avenue, Suite 430  
Miami, FL 33132

**SIGNATORY FORM**

IN WITNESS HEREOF THE PARTIES HERETO HAVE CAUSED TO BE EXECUTED BELOW THE SIGNATURES OF THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO WHO ARE FULLY AND DULY AUTHORIZED TO EXECUTE THIS AGREEMENT ON BEHALF OF THE RESPECTIVE PARTIES HERETO:

**For: Employer**

Rafael G. Casals  
Program Authorized Representative Name (Print)

Town Manager  
Title (Print)

Rafael Casals  
Program Authorized Representative Signature

8/20/14  
Date

Town Resolution #: 14-57

**For: The School Board of Miami-Dade County, Florida**

Tabitha Fazzino  
Designee  
Alberto M. Carvalho  
~~Superintendent's Name (Print)~~

[Signature]  
~~Superintendent's Signature~~ Date

**Approved as to Legal Form and Legal Sufficiency:**

[Signature]  
Attorney for School Board of Miami-Dade County, Florida

11/17/14  
Date

**Reviewed and Approved:**

[Signature]  
Risk Management / Miami-Dade County Public Schools

11/6/14  
Date

Please return two (2) signed original copies to:

Miami-Dade County Public Schools  
Office of Community Engagement  
1450 N.E. 2<sup>nd</sup> Avenue, Suite 202  
Miami, FL 33132