



EXECUTIVE SUMMARY

Pursuant to Broward College Policy 6Hx2-1.14 and Procedure A6Hx2-1.14, Dr. Donald Astrab exercised the authority delegated by the Board to execute the agreement with Makers Air to provide flight simulator rental. Fiscal Impact: Revenue Generating - \$10,000 (approx. per year)

Presenter(s): Jamonica Rolle, Vice Provost, Academic Affairs

What is the purpose of this contract and why is it needed? This contract establishes an hourly rental agreement with Makers Air for use of college flight simulators for pilot proficiency and training.

What procurement process or bid waiver was used and why? Revenue Generating

Is this a budgeted expenditure from the budget established at the last June Board of Trustees meeting?
Not Applicable

What fund, cost center and line item(s) were used? Not Applicable

Has Broward College used this vendor before for these products or services? Not applicable- *Please refer to MTraq#11086 Tropic Ocean Airways as it is a similar contract but different vendor.*

Was the product or service acceptable in the past? Not Applicable

Was there a return on investment anticipated when entering this contract? The revenue generated from this contract will be used towards the cost of replacement equipment, lowering the cost to students.

Was that return on investment not met, met, or exceeded and how? Not Applicable

Does this directly or indirectly feed one of the Social Enterprise tactics and how? Empower student development-Provide a best-in-class-student experience

Did the vendor amend Broward College's legal terms and conditions [to be answered by the Legal Office] if the College's standard contract was used and was this acceptable to the Legal Office?

The General Counsel's office has reviewed the agreement and any deviation to the College's standard terms has been deemed acceptable.

FISCAL IMPACT:

Description: This agreement will provide the college approximately \$10,000.00 in annual revenue.

04/16/24

CC0020 · Aviation program

\$10,000.00

Revenue

Jeffrey Nasse		Jo Anderson
Jeffrey Nasse, Provost and SVP of Academic Affairs	4/11/2024	Jo Anderson
		5/23/2024

APPROVAL PATH: 11974: Makers Air



Workflow

Edit View

Add Work Item

Stage	Reviewer	Description	Due Date	Status	
1	Russell McCaffery	Dean Review		✓ Completed	
2	Jamonica Rolle	Vice Provost Review		✓ Completed	
3	Jeffrey Nasse	Provost and SVP of Academic Affair		✓ Completed	
4	Natalia Triana-Aristizabal	Contracts Coordinator		✓ Completed	
5	Jeffrey Nasse	Provost and SVP of Academic Affair		✓ Completed	
6	Legal Services Review Group	Review and Approval for Form and		✓ Completed	
7	Electronic Signature(s)	Signatures obtained via DocuSign b		✓ Completed	
8	Board Clerk	Agenda Preparation		✓ Completed	
9	District Board of Trustees	Meeting	06/25/24 01:00 PM	⌚ Pending	



CONTRACT TO PROVIDE SERVICES TERMS AND CONDITIONS

This Contract to Provide Services ("Contract") is made and entered into as of March 1, 2024 by The District Board of Trustees of Broward College, Florida ("College") located at 111 East Las Olas Boulevard, Fort Lauderdale, Florida 33301, and Makers Air ("Client") (collectively, the "Parties") located at 2331 NW 55th Court, Hangar 19 Fort Lauderdale, FL 33309, under the following terms until February 28, 2027.

The Client hereby engages the College to provide services as described in the Statement of Work, which is attached hereto and incorporated herein as Exhibit "A." The College hereby agrees to provide the Client with such services in exchange for consideration as described in Exhibit "A."

1. TERMINATION FOR DEFAULT.

A "material breach" of this Contract is defined as any substantial, unexcused non-performance by failing to perform an act that is an important part of the transaction or performing an act inconsistent with the terms and conditions of the Contract. If the College materially fails to fulfill its obligations under this Contract, the Client will provide written notice of the deficiency by forwarding a Cure Notice citing the specific nature of the material breach. The College shall have 30 days to cure the breach. If the College fails to cure the breach within the 30 day period, the Client shall issue a Termination for Default Notice. The Client may pursue whatever legal and/or equitable remedies it chooses regarding College's breach of contract.

2. TERMINATION FOR CONVENIENCE.

The College may terminate this Contract with or without cause at any time for convenience upon 30 calendar days' prior written notice to the Client. The College shall be relieved of any and all future obligations hereunder, including but not limited to lost profits and consequential damages, under this Contract.

3. RECORDS RETENTION/AUDIT.

The Client shall maintain all records, books and documents pertinent to the performance of this Contract in accordance with generally accepted accounting principles consistently applied. The College shall have inspection and audit rights to such records for a period of 3 years from final payment under this Contract. Records relating to any legal disputes arising from performance under this Contract shall be made available until final disposition of the legal dispute. If the audit reveals that Client owes the College any funds, the Client shall pay for the audit and return all funds to the College immediately.

4. NONDISCRIMINATION.

The Client agrees to comply with all applicable local, state and federal laws, rules, regulations and executive orders governing equal employment opportunity, immigration, nondiscrimination, including the Americans with Disabilities Act, and affirmative action.

5. ASSIGNMENT/GUARANTOR.

The Client shall not assign, delegate or otherwise transfer its rights and obligations as set forth in this Contract without the prior written consent of the College. Any attempted assignment in violation of this provision shall be null and void. The Client shall not pledge the College's credit or make the College a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. Pledging the College's credit shall also be construed to include the use of "factoring agents" or the practice of selling business accounts receivables to a third party at a discount for the purpose of obtaining funding which is also expressly prohibited.

6. FORCE MAJEURE.

Notwithstanding any provisions of this Contract to the contrary, the Parties shall not be held liable for any failure or delay in the performance of this Contract that arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the Parties. Failure to perform shall be excused during the continuance of such circumstances, but this Contract shall otherwise remain in effect.

7. AMENDMENTS.

This Contract may be amended only when reduced to writing and signed by both Parties.

8. ENTIRE AGREEMENT.

This Contract states the entire understanding and agreement between the Parties and no course or prior dealing, usage of the trade or extrinsic or parol evidence shall be relevant to supplement, vary or explain any term used with respect to this Contract. The acceptance or acquiescence of any course of performance rendered under this Contract shall not be construed as a waiver nor shall it be relevant to define or vary any term stated herein. This Contract shall inure to the benefit of and shall be binding upon the Parties, their respective assigns and successors in interest.

9. APPLICABLE LAW/VENUE.

The laws of the State of Florida shall govern all aspects of the Contract. In the event it is necessary for either Party to initiate legal action regarding the Contract, venue for all claims shall be in Broward County, Florida.

10. TERMS/PROVISIONS.

Should any term or provision of this Contract be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this Contract, and the Contract shall remain operable, enforceable and in full force and effect to the extent permitted by law.

11. OWNERSHIP.

The College shall retain exclusive title, copyright and other proprietary rights in all work items, including, but not limited to, all documents, technical reports, research notes, scientific data, computer programs, including the source and object code, which are developed, created or otherwise originated hereunder by this Contract. The Client shall grant to the College a perpetual, non-transferable, exclusive right to use any proprietary software, if any. Any equipment purchased by the Client with College funding shall be returned and title transferred from the Client to the College upon expiration or termination of the Contract.

12. INDEPENDENT CONTRACTOR.

The Client shall be considered an independent contractor and nothing in this Contract shall be interpreted to establish any relationship other than that of an independent contractor between the Parties and their respective employees, agents, subcontractors or assigns, during or after the term of the Contract. Both Parties are free to enter into contracts with other Parties for similar services. The College assumes no duty with regard to the supervision of the Client and the Client shall remain solely responsible for compliance with all safety requirements and for the safety of all persons and property at the site of performance under the Contract. The Client assumes full responsibility for the actions of Client's personnel, and is solely responsible for their supervision, daily direction and control, payment of salary (including withholding income taxes and social security), benefits, including but not limited to retirement benefits, vacation, personal leave and sick pay, worker's compensation and disability benefits.

13. DISPUTES.

In the event a dispute arises which the Client and the College cannot resolve between themselves, the Parties shall have the option to submit to nonbinding mediation. The mediator or mediators shall be impartial, shall be selected by the Parties and the cost of the mediation shall be borne equally by the Parties. The mediation process shall be confidential to the extent permitted by law. Mediation shall not occur unless both Parties agree in writing.

14. ATTORNEYS FEES.

In any action of or concerning this Contract, if the College is the prevailing party, the College shall be entitled to an award of reasonable attorney's fees and costs through and including any appeals from the non-prevailing party.

15. AUTHORITY.

The individual signing below on behalf of the Client hereby represents and warrants that s/he is duly authorized to execute and deliver this Contract on behalf of Client and that this Contract is binding upon Client in accordance with its terms.

16. NO CONSTRUCTION AGAINST DRAFTER.

Each Party has participated in negotiating and drafting this Contract, so if an ambiguity or a question of intent or interpretation arises, this Contract is to be construed as if the Parties had drafted it jointly, as opposed to being construed against a Party because it was responsible for drafting one or more provisions of this Contract.

17. ADDITIONAL TERMS AND CONDITIONS.

Parties shall initial here if there are any changes, deletions and/or additions to the terms and conditions and they are contained in Exhibit "B."

College

Client

In executing this Contract, each of the Parties represents and warrants that they are authorized by their respective principals to enter into this Contract and to give it binding legal effect. The Parties to this Contract accept these terms through their respective representatives on the date noted above.

COLLEGE
DocuSigned by:

Donald Astrab
6DD41D98CFDA4F4...

Signature

Donald Astrab

Name

Interim President

Title

CLIENT

Nicholas Sonnenberg

Signature

NICHOLAS SONNENBERG

Name

Director of Operations

Title



**CONTRACT TO PROVIDE SERVICES
STATEMENT OF WORK
EXHIBIT "A"**

Broward College shall provide to Makers Air ad hoc rental of a Redbird Cessna Caravan advanced aviation training device at an hourly rate of \$100.00, invoiced monthly. Notification to any changes in the hourly rate shall be provided, in writing, 30 days prior to implementation.