

Office of Facilities Design and Construction  
Raul F. Perez, Chief Facilities Design and Construction Officer

**SUBJECT: FINALIZE DUE DILIGENCE AND AGREEMENTS BETWEEN MIAMI-DADE COUNTY PUBLIC SCHOOLS (“MDCPS”) AND MIAMI-DADE COUNTY PUBLIC HOUSING AND COMMUNITY DEVELOPMENT (“PHCD”)**

**COMMITTEE: FACILITIES AND CONSTRUCTION**

**LINK TO STRATEGIC PLAN: EFFECTIVE & SUSTAINABLE OPERATIONAL PRACTICES**

**Background**

Miami-Dade County Public Schools (“MDCPS”) and Miami-Dade County (“MDC”), primarily working with Public Housing and Community Development (“PHCD”), have a longstanding partnership aimed at leveraging combined resources to address community needs through educational and housing development projects. Over the years, this partnership has evolved through multiple projects and approaches, creating scalable and sustainable solutions that benefit students, District employees, and the broader community. This partnership is essential for maximizing the use of existing resources, increasing revenue, and enhancing the value of community assets by transforming them into central community hubs.

The initial success of the Southside K-8 Center Annex project, which involved the expansion of the school and the addition of affordable housing units for teachers and District employees, demonstrated the potential of this collaborative approach. These successful outcomes have paved the way for the partnership to include additional projects across the District, emphasizing the need to maximize asset utilization and revenue generation for the community’s benefit. These projects connect the dots and ensure an updated understanding with the Board.

Transitions in leadership at the County required assessment of projects. The District Administration is now prepared to proceed in an efficient, comprehensive way, which will allow to move the previously approved projects in the current pipeline forward in an expedited manner and maximize what can be accomplished on other projects with the private sector as the District plans with moving projects forward independently as well.

## **Partnership Overview**

The collaboration between MDCPS and PHCD focuses on leveraging District assets to enhance educational facilities and develop affordable workforce housing. The key objectives are to enhance educational facilities and provide housing opportunities for District employees and the community.

**Phillis Wheatley Elementary School:** This project focuses on the redevelopment of the existing school located in the Overtown community. The comprehensive plan includes the construction of new educational facilities, administrative offices, approximately 200 affordable and/or workforce housing units, commercial space, and a parking garage. Collaboration with PHCD is outlined in the Interlocal Agreement being finalized. Legislative actions related to this project include the passage of Agenda items F-4 and F-5 on September 6, 2017, authorizing negotiations with Miami-Dade County and the Omni CRA for educational facility enhancements and affordable housing opportunities.

**Paul Laurence Dunbar K-8 Center:** This project entails the potential reconfiguration or relocation of the existing Dunbar K-8 Center, located at 505 N.W. 20 Street, Miami, FL, as part of the redevelopment of Rainbow Village and Gwen Cherry 23C public housing developments. On June 17, 2020, the School Board originally authorized the Superintendent to explore the replacement of Paul Laurence Dunbar K-8 Center in collaboration with Miami-Dade County Public Housing and Community Development and the Housing Trust Group LLC as Developer. Currently PHCD is reassessing their developer but have confirmed commitment to proceed with the District. This initiative ensures that educational facilities will be upgraded and aligned with ongoing workforce housing needs.

**J.R.E. Lee Education Center:** This redevelopment project aims to transform the existing site at 6521 S.W. 62 Avenue, South Miami, FL, into a transit-oriented development. On January 18, 2023, the School Board authorized the Superintendent to proceed with due diligence and negotiations with Related Urban Development Group (RUDG) for the redevelopment of J.R.E. Lee Education Center which will include approximately 300 workforce housing units, an early childhood center and improved educational facilities. The strategic location near the Metrorail positions this project to become a significant transit-oriented development, enhancing accessibility and providing substantial benefits to the community. MDCPS will negotiate terms with RUDG, with the understanding they are partnering with PHCD, prior to finalizing due diligence and agreements which will be brought to the Board for consideration.

**Miami Beach Fienberg/Fisher K-8 Center:** This project involves a proposed partnership between MDCPS, PHCD and Jewish Community Services of South Florida (“JCS”). The initiative aims to develop portions of the Miami Beach Fienberg/Fisher K-8 campus located at 610 Espanola Way, Miami Beach, Florida to include an Early Childhood Center, a culinary arts lab, other educational programs and workforce housing for MDCPS staff. This collaborative effort intends to leverage shared resources to create a sustainable and scalable community-focused project. The partners are in the due diligence phase to assess project viability, involving detailed research and negotiations to ensure

comprehensive planning and alignment of interests. An appraisal has been completed and the District will work with both entities to determine the fiscal viability of the partnership.

On March 9th, 2022 the Board confirmed the Professional Services Agreement with L.M. Genuine Solutions LLC (“LMGS”) to negotiate and serve as the District’s liaison regarding redevelopment initiatives, projects and related public-private partnerships. In addition to the above collaboration, the District is currently engaged with various other public and private sector stakeholders in several major Board-approved redevelopment initiatives including the School Board Administration Complex property and iPrep Academy. To facilitate execution of these complex cross-departmental and multi-agency projects, the District has continued its Professional Services Agreement with LMGS, in accordance with Board Policy 6320. LMGS will continue to spearhead negotiations, facilitate legislative approvals, and serve as the District’s liaison with relevant public and private sector stakeholders. Additionally, LMGS will lead, facilitate, support and/or inform strategic solutions, initiatives and partnerships on behalf of MDCPS.

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

- 1) authorize the Superintendent to work with Miami-Dade County Public Housing and Community Development Department to finalize due diligence and agreements for:
  - a) Phillis Wheatley Elementary School
  - b) Paul Laurence Dunbar K-8 Center
  - c) J.R.E Lee Education Center
  - d) Miami Beach Fienberg/Fisher K-8 Center

and bring all agreements back to the Board; and

- 2) authorize the Superintendent to extend the Professional Services Agreement with L.M. Genuine Solutions LLC to negotiate and serve as the District’s liaison, regarding redevelopment initiatives, projects, related public-private partnerships, and other related District priorities.



**THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA  
AGREEMENT FORM FOR CONTRACTED SERVICES**

**THIS AGREEMENT**, entered into this 9th day of March, 2024, by and between The School Board of Miami-Dade County, Florida, a body corporate and politic, existing under the laws of the State of Florida hereinafter referred to as the "School Board," and L.M. Genuine Solutions, LLC,

(LegalName of Contracting Party/Organization) whose principal address is 457 SW 27TH ROAD, MIAMI, FLORIDA 33129

(Principal Address) hereinafter referred to as the "CONTRACTOR," is as follows:

**1. SCOPE OF WORK**

The Contractor shall, in a satisfactory and proper manner as determined by the School Board, perform the following: Nature of Contracted Services:

Contractor will provide consulting services to the School Board including, but not limited to, the continued establishment of public-private partnerships involving the re-development of School Board properties such as Phillis Wheatley Elementary School, and the exploration and development of additional public-private partnerships for the sole benefit and interest of the School Board. Additionally, LMGS will facilitate, support and/or inform strategic solutions, initiatives and partnerships on behalf of MDCPS.

Anticipated Outcome of Contracted Services: Facilitate/lead the negotiation and finalization of agreement for a public-private partnership involving Phyllis Wheatley and any other school district properties as may be directed by the Superintendent and Chief Facilities Design & Construction Officer; and consult and support on key strategic initiatives.

Location of Contracted Service: Majority of services are to be provided at the administrative offices of the School Board and at other locations as may be necessary to fulfill the services required by this agreement.

Date(s)/Hours of Service: Contractor shall provide a minimum of 60 hours per month. During said time and in furtherance of this agreement, Contractor shall devote this time and full effort to completing the services required by this agreement for the sole benefit of the School Board. At no time during the term of this agreement may Contractor be retained, represent, or serve as an agent for any other party or entity whose interest may be adverse to the School Board's interest, or which will conflict or interfere with Contractor's responsibilities and duties under this Agreement. Contractor further understands and agrees that she is being hired as an independent contractor and will not serve as an agent of the School Board.

Anticipated Outcome of Contracted Services: Facilitate/lead the negotiation and finalization of agreement for a public-private partnership involving Phillis Wheatley Elementary School and any other school district properties as may be directed by the Superintendent and Chief Facilities Design and Construction Officer; and consult and support on key strategic initiatives.

Location of Contracted Service: Majority of services are to be provided at the administrative offices of the School Board and at other locations.

Date(s)/Hours of Service: Contractors shall provide a minimum of 60 hours per month.

**2. TERM OF AGREEMENT**

The Contractor shall commence performance of the Agreement on the 9th day of March, 2024, and shall complete performance to the satisfaction of the School Board no later than the 9th day of March, 2026. The Agreement shall be effective upon execution. The School Board reserves the right to terminate this Agreement without cause by giving thirty (30) days written notice to the Contractor.

**3. COMPENSATION**

The School Board shall, upon completion of services by the Contractor, compensate the Contractor in an amount not to exceed \$ 348,000, which shall constitute the amount due under this Agreement. Agreements exceeding \$50,000 require School Board approval. The Contractor agrees to assume responsibility for all per diem and travel expenses, unless authorization to incur such expenses is granted by the School Board in advance of the expenditures being incurred. The Contractor shall be reimbursed for such approved expenditures as provided by §112.061 Florida Statutes, and School Board Policy 6550. Procurement Authority to enter into this Agreement shall be August 2024 (F-2).

Is this Agreement funded by COVID-19 stimulus funds?  Yes  No

#### 4. PAYMENT SCHEDULE

Payment will be generated by the School Board's Accounts Payable Department within thirty (30) days after completion of services. Payment will be made as indicated below:

- one lump sum payment in the amount of \$ \_\_\_\_\_ upon completion of services or on \_\_\_\_\_
- 24 partial payments in the amount of \$ 14,500.00 after/before each \_\_\_\_\_ month
- Please see payment schedule hereto attached and incorporated into this Agreement.

#### 5. CONFIDENTIALITY OF STUDENT RECORDS

Contractor understands and agrees that it is subject to all federal and state laws and School Board Policies relating to the confidentiality of student information. Contractor further agrees to comply with the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g, as may be amended. Contractor shall regard all student information as confidential and will not disclose the student information to any third party. All School Board Data received shall remain in the Continental United States. Contractor shall supply the School Board with proof of documented security compliance through either (i) proof of SOC 2 compliance or reasonable equivalent, (ii) an attestation of an independent third-party audit, conducted within the last calendar year, based on an industry recognized Cybersecurity Framework, and/or (iii) evidence of an annual comprehensive internal and external penetration test. Elements subject to validation should include (but are not limited to) assessing storage configuration and permissions, enforcing proper access controls to limit unauthorized access to containers/data, verification that roles and permissions are appropriately configured, review of network configurations to ensure proper segmentation and isolation as appropriate. Upon written notification from the School Board, Company shall provide School Board, or the School Board's designated third-party security auditor, with reasonably sufficient access and information to facilitate testing and/or verification of the security parameters of the tenant configuration utilized by Company to provide the Services under this Agreement. Such testing and verification shall be conducted at reasonable times agreed upon by both parties and shall not unreasonably interfere with Company's business operations.

#### 6. CHILDREN'S ONLINE PRIVACY PROTECTION ACT ("COPPA")

This provision is applicable if this Agreement includes web-based programming for educational purposes. With respect to the Children's Online Privacy Protection Act ("COPPA"), 15 U.S.C. 6501-6505, and its implementing regulations (16 C.F.R. 312, et seq.), the Parties acknowledge that COPPA permits School Board, acting in the role of "parent," to provide required consents regarding personal information of students who are under the age of 13, where such consent is limited to the collection of personal information from students for the educational use and benefit of School Board, and does not extend to any commercial purpose. The Parties acknowledge that the Contractor, an "operator" under COPPA, relies on this form of consent for such School Board users under this Agreement. The Contractor shall provide School Board all notices required under COPPA, as applicable to ensure that School Board, in providing its COPPA consent, has full information and assurance that the Contractor's practices comply with COPPA.

#### 7. GOVERNING LAW; VENUE; ATTORNEYS' FEES

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. Each party shall be responsible for its own attorneys' fees and costs, from pre-trial through all appeals.

#### 8. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Board, and its employees ("Indemnitees") from and against all third-party claims, liabilities, damages, losses, and costs including, but not limited to, reasonable costs and attorneys' fees at the pre-trial, trial and appellate levels, arising out of, resulting from or incidental to Contractor's performance under this Agreement or to the extent caused by negligence, recklessness, or intentional wrongful conduct of the Contractor or other persons employed or utilized by the Contractor in the performance of this Agreement. The remedy provided to the Indemnitees by this indemnification shall be in addition to and not in lieu of any other remedy available under the Agreement or otherwise. This indemnification obligation shall not be diminished or limited in any way to any insurance maintained pursuant to the Agreement otherwise available to the Contractor. The provisions of this Section are intended to require the Contractor to furnish the greatest amount of indemnification allowed under Florida law. To the extent any indemnification requirement contained in this Agreement is deemed to be in violation of any law, that provision shall be deemed modified so that the Contractor shall be required to furnish the greatest level of indemnification to the Indemnitees as was intended by the parties hereto.

#### 9. ASSIGNMENT

This Agreement may not be assigned nor may any assignment of monies due, or to become due to Contractor, be assigned without the prior written agreement of The School Board of Miami-Dade County, Florida. If Contractor attempts to make such an assignment, such attempt shall constitute a condition of default.

**10. DUTY TO DEFEND**

The Contractor agrees, at its own expense, and upon written request by the Board, to defend any suit, action or demand brought against the School Board on any third-party claim or demand arising out of, resulting from or incidental to Contractor's performance under this Agreement.

**11. ADA COMPLIANCE**

Contractor agrees and warrants that its services and/or products comply with the American with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973, along with its implementing regulations, to ensure that individuals with disabilities have an equal opportunity to participate in the School Board's programs and activities. Contractor agrees to promptly respond and resolve any complaints regarding the accessibility of its services and/or products. Contractor further agrees to defend, hold harmless and indemnify the School Board, including reasonable attorneys' fees, for any claims or actions arising out of the Contractor's failure to comply with this requirement.

**12. COMPLIANCE WITH SCHOOL CODE**

Contractor agrees to comply with all sections of the Florida K-20 Education Code, Title XLVIII Sections 1000-1013 Florida Statutes as it presently exists, as it may be amended from time to time. Further, Contractor 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 School Board.

**13. TERMINATION AND SUSPENSION**

The School Board reserves the right to terminate this Agreement at any time and for any reason, upon giving thirty (30) days prior written notice to Contractor. If said Agreement should be terminated for convenience as provided herein, the School Board will be relieved of all obligations under this Agreement. The School Board shall only be required to pay the Contractor the amount for services performed prior to termination of the Agreement. The School Board may terminate this Agreement upon thirty (30) days advance written notice to the Contractor, for default of Contractor, or due to lack of, or cancellation of, grant funds made available to the School Board by a Federal grantor agency. Upon receipt of a notice of termination, the Contractor shall cease incurring additional obligations under this Agreement. However, the School Board shall allow the Contractor to incur all necessary and proper costs, which the Contractor cannot reasonably avoid during the termination process. Each payment obligation of the School Board created by this agreement is conditioned upon the availability of funds that are appropriate or allocated for the payment of services or goods. If such funds are not allocated and available, this agreement may be terminated by the School Board at the end of the period for which funds are available. The School Board shall notify the Contractor at the earliest possible time before such termination. No penalty shall accrue to the School Board in the event this provision is exercised, and the School Board shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. Any individual or corporation or other entity that attempts to meet its contractual obligations with the School Board through fraud, misrepresentation or material misstatement, shall have its Agreement with the School Board terminated upon receiving notice of the attempted fraud as determined by the School Board.

**14. FORCE MAJEURE**

If, as a result of an act of force majeure, including without limitation, an act of God, war, internal unrest and upheaval, hurricane or natural disaster, hurricane warning or hurricane watch issued by the US National Weather Service, tropical storm watch or tropical storm warning issued by the US National Weather Service, riot, labor dispute, strike, threat thereof, intervention of a government agency or instrumentality, pandemic, epidemic, public health emergency, local, state or national emergency declarations, or other occurrence beyond the reasonable control of either Party, either School Board or Contractor is hindered in performing its obligations hereunder or is thereby rendered unable to perform its obligation hereunder, then, in such event, that Party shall have the right, upon notifying the other of the occurrence of force majeure as herein defined, to suspend or postpone performance of the activity until the event of the force majeure has passed. In the event that either Party is unable to perform for a period in excess of six (6) months at any time after the commencement date of this Agreement, the other Party may, at its option terminate the Agreement. In the case that conditions improve and warrant the resumption of activities and deployment of services, School Board and Contractor would have at least one (1) month to coordinate the resumption of activities per this Agreement and/or will collaborate together to prepare a contingency plan to ensure continuity of services.

**15. NO GRATUITY POLICY**

It is the policy of Procurement Management Services not to accept gifts, gratuities, or favors of any kind or of any value whatsoever from vendors, members of the staffs, or families.

**16. DEBARMENT**

Pursuant to Board Policy 6320.04 – Contractor Debarment Procedures – Debarred contractors are excluded from conducting business with the School Board as agents, representative, partners, and associates of other contractors, subcontractors or individual sureties.

**17. DEFAULT**

If the Contractor fails to fulfill or comply with any of the terms or conditions of the Agreement, in whole or in part, the School Board may place the Contractor in default status and take any one of the following actions:

- a) Suspend activities under the Agreement, upon fifteen (15) days advance written notice by the School Board and withhold further payments, except for those necessary and proper costs which the Contractor cannot reasonably avoid during the period of suspension.
- b) Terminate the Agreement for cause, in whole or in part, upon fifteen (15) days advance written notice from the School Board.
- c) Terminate the Agreement for cause, in whole or in part, immediately effective upon notice, whenever the School Board determines that the Contractor has jeopardized the safety and welfare of the School Board or the public or whenever the fiscal integrity of the Agreement has been compromised.
- d) Invoke any other remedy or remedies that may be legally available.

**18. COMPLIANCE WITH BOARD POLICIES**

I certify agreement with the following School Board Policies: 6465 Commercial Anti-Discrimination, Diversity, and Inclusion; 6460 Business Code of Ethics; 6325 Code of Silence; 6320 Purchasing; 6320.01 Outside Vendors Selling; and 6320.02 Minority/Women Business Enterprise Certification Procedures and agree to comply with all applicable School Board contracting and procurement policies and procedures. Attached and incorporated herein is Contractor's completed Certification of Compliance with School Board's Policy 6465 Form (FM-7594). I certify to abide by all applicable School Board Policies which may be found at <http://www.dadeschools.net/schoolboard/rules/> as amended from time to time.

**19. CLEAN AIR ACT**

Contractors awarded contracts in excess of \$150,000 must be in compliance with all applicable standards, orders, or requirements issued pursuant to the Clean Air Act (42 U.S.C. 7404-97671q), pursuant to the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15), and the Federal Water Pollution Control Act as amended (33 USC 1251-1387).

**20. DAVIS-BACON ACT LABOR STANDARDS**

The Contractor shall comply with all applicable provisions of 40 U.S.C. §276a to 276 a-7, the Davis-Bacon Act, as supplemented by the Department of Labor regulations (29 C.F.R. Part 5 "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction").

**21. EQUAL EMPLOYMENT OPPORTUNITY**

Contractors awarded contracts involving Federal Funds must be in compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor Regulations (41 CFR Chapter 60).

**22. REGULATIONS & ORDINANCES**

The Contractor shall comply with all applicable laws, ordinances, codes, rules, and regulations of federal, state, and local governments being licensed, if required, for performance of any work under this Agreement. Contractors awarded contracts involving Federal Funds and cost reimbursable must be in compliance with 7 CFR 210.21. Contractors awarded contracts involving Federal Funds must be in compliance with the Energy and Policy Conservation Act (42 USC 6201). Contractors awarded contracts involving the employment of mechanics, laborers, or construction work must be in compliance with 40 USC Chapter 37. Contractor attests it is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity. Contractors awarded contracts involving Federal Funds must be in compliance with the prohibition on certain telecommunications and video surveillance services or equipment (2 CFR 200.216). Contractors awarded contracts involving Federal Funds must be in compliance with procurement of recovered materials (2 CFR 200.323). Contractors awarded contracts involving Federal Funds must be in compliance with domestic preferences for procurements (2 CFR 200.322). As per Florida Statutes, as amended from time to time, Contractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. Should Contractor utilize a subcontractor to perform services under this Agreement Contractor shall obtain an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. If Contractor fails to obtain the Affidavit from subcontractor and/or register with and use the E-Verify system School Board shall terminate this Agreement immediately. In addition, the Contractor may not be awarded a public contract for at least one (1) year after the date on which the contract was terminated. A contractor is liable for any additional costs incurred by a public employer as a result of the termination of a contract.

**23. 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 (“Notice”).

Contractor Address. The address for Contractor for all purposes under this agreement and for all Notices hereunder shall be:

Contractor: L.M. Genuine Solutions, LLC  
Contact's Name/Title: Attention: Lisa M. Martinez  
Address: 457 SW 27th Road  
Miami, Florida 33129

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: Dr. Jose L. Dotres, Superintendent  
1450 N.E. Second Avenue, Suite 912  
Miami, Florida 33132

With a copy to:

The School Board of Miami-Dade County, Florida  
Department: Office of Facilities Design and Construction  
Department Director: Attention: Raul F. Perez , Chief Facilities Design and Construction Officer  
Address: 1450 NE Second Avenue, Suite 300 Miami, Florida 33132

And a copy to:

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

**24. PATENTS, COPYRIGHTS AND ROYALTIES**

All books, manuals, films or other materials suitable for copyright or patent, regardless of means of transmission, produced as a result of the work or services performed under or in connection with this Agreement, are hereby reserved as the exclusive property of and sole ownership by The School Board of Miami-Dade County, Florida, unless and to the extent that the parties agree otherwise, as evidenced in writing and included as a part of this Agreement. Contractor shall defend, indemnify and hold the School Board and its successors and assigns harmless from and against all third-party claims, suits and proceedings and any and all damages, liabilities, costs and expenses (including reasonable attorneys’ fees and court costs) incurred as a result of (i) infringement by Contractor of any third-party patent, copyright or trademark or (ii) misappropriation by Contractor of any third-party trade secret in connection with any of the foregoing. Contractor will indemnify and hold harmless the School Board from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, service marked, trademarked, patented or unpatented invention, process, article, or work manufactured or used in the performance of the Agreement, including its use by the School Board. If Contractor uses any design, device, materials or works covered by letters, service mark, trademark, patent, copyright, or any other intellectual property right, it is mutually agreed and understood without exception that the proposal prices will include all royalties or costs arising from the use of such design, device or materials in any way involved in the work. In addition, Contractors awarded contracts involving Federal Funds are subject Rights to Invention as set forth in 37 CFR 401. This section shall not apply to Contractor materials with current patent, copyright and/or trademarks.

**25. BYRD ANTI-LOBBYING**

Contractors awarded contracts in excess of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

**26. ACCESS TO RECORDS/FLORIDA'S PUBLIC RECORDS LAWS**

Contractor understands the broad nature of these laws and agrees to comply with Florida's Public Records Laws and laws relating to records retention. According to Florida Public Records laws documents submitted by Contractor which constitute trade secrets as defined in Florida Statute 812.081 or proprietary confidential business information as set forth in Florida Statute 366.093, and which are stamped as confidential at the time of submission to School Board, are not subject to public access. The Contractor shall keep and maintain public records required by the School Board to perform the service. The Contractor shall keep records to show its compliance with program requirements. Contractors and subcontractors must make available, upon request of the School Board, a Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, any books, documents, papers, and records of the Contractor which are directly pertinent to this specific Agreement for the purpose of making audit, examination, excerpts, and transcriptions. Upon request from the School Board's custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the public agency. The Contractor shall retain all records for five (5) years after final payment is made or received and all pending matters are completed pursuant to Title 34, Sections 80.36(b)(1). Upon completion of the contract, transfer, at no cost, to the School Board all public records in possession of the Contractor or keep and maintain public records required by the School Board to perform the service. If the Contractor transfers all public records to the School Board upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School Board, upon request from the School Board's custodian of public records, in a format that is compatible with the information technology systems of the School Board.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-995-1128, [pr@dadeschools.net](mailto:pr@dadeschools.net), and 1450 NE 2 Avenue, Miami, Florida 33132.**

**27. DISCLOSURE OF EMPLOYMENT OF CURRENT AND FORMER SCHOOL BOARD EMPLOYEES**

Pursuant to School Board Policy 6460 Business Code of Ethics, which may be accessed at [www.neola.com/miamidade-fl](http://www.neola.com/miamidade-fl) Contractors are required to disclose the names of any of their current and future employees who serve as agents, principals, subcontractors, employees, or consultants, to work on this agreement for the Contractor, and who are currently employed or have been employed by the School Board **within the last two (2) years**. Such disclosures will be in accordance with current School Board Policies as listed below. Written approval by the Superintendent for the use of current or former School Board employees (within the last two years) is mandatory prior to using funds obtain from this Agreement to subsidize the current or former School Board employee's services.

NAME	LIST OF POSITIONS	DATES EMPLOYEE HELD POSITION
_____	_____	_____
_____	_____	_____

**28. DISCLOSURE OF AFFILIATION WITH DISTRICT COMMITTEES, TASK FORCE, ASSOCIATIONS**

Firms under Contract or proposing to enter into a Contract with Agency must be in conformance with the MDCPS Conflict of Interest policies available at [www.dadeschools.net](http://www.dadeschools.net) Any vendor who submits a response to a solicitation must disclose the names of any of its company directors or officers who serve on any District Committees, Task Force or Associations. Does the Firm or any Employee, Agent, or Associate of the Firm (Director's, Officers, etc.) serve or have served within the past two (2) years on a Miami-Dade County Public Schools District Committee, Task Force, Association?

<input type="checkbox"/> No <input type="checkbox"/> Yes    If answer is yes, please complete the following: Name of Director(s) or Officer(s)		
Employee Name	Current Firm Title	Name of MDCPS Committee, Task Force, Association

## **29. BACKGROUND SCREENING REQUIREMENTS**

In accordance with the requirements of §1012.465, §1012.32 and §1012.467, Florida Statutes, and School Board Policies 8475, 1121.01, 3121.01 and 4121.01 as amended from time to time Contractor agrees that, if Contractor receives remuneration for services or is in direct contact with students, Contractor and all of its employees who provide or may provide services under this Contract will complete criminal history checks, and all background screening requirements, including level 2 screening requirements as outlined in the above-referenced statutes and School Board Policies prior to providing services to The School Board of Miami-Dade County, Florida.

Additionally, Contractor agrees that each of its employees, representatives, agents, subcontractors, or suppliers who is permitted access on school grounds when students are present, who has direct contact with students or who has access to, or control of school funds must meet level 2 screening requirements as described in the above-referenced statutes and School Board Policies.

A non-instructional contractor who is exempt from the screening requirements set forth in §1012.465, §1012.468 or §1012.467, Florida Statutes, is subject to a search of his or her name or other identifying information against the registration information regarding sexual predators and sexual offenders maintained by the Department of Law Enforcement under §943.043 and the national sex offender public registry maintained by the United States Department of Justice.

Further, upon obtaining clearance by School Board, if School Board deems necessary, School Board will issue Florida Public Schools Contractor Badge, which shall be worn by the individual at all times while on School Board property when students are present.

Contractor agrees to bear any, and all costs associated with acquiring the required background screening - including any costs associated with fingerprinting and obtaining the required photo identification Florida Public Schools Contractor Badge. Contractor agrees to require all its affected employees to sign a statement, as a condition of employment with Contractor in relation to performance under this Agreement, agreeing that the employee will abide by the heretofore described background screening requirements, and also agreeing that the employee will notify the Contractor of any arrest(s) or conviction(s) of any offense enumerated in School Board Policies 8475, 1121.01, 3121.01 and 4121.01 within 48 hours of its occurrence. Contractor agrees to provide the School Board with a list of all its employees who have completed background screening as required by the above-referenced statutes and who meet the statutory requirements contained therein. Contractor agrees that it has an ongoing duty to maintain and update these lists as new employees are hired and in the event that any previously screened employee fails to meet the statutory standards. Contractor further agrees to notify the School Board immediately upon becoming aware that one of its employees who was previously certified as completing the background check and meeting the statutory standards is subsequently arrested or convicted of any disqualifying offense. Failure by Contractor to notify the School Board of such arrest or conviction within 48 hours of being put on notice and within five (5) business days of the occurrence of qualifying arrest or conviction, shall constitute grounds for immediate termination of this Agreement.

The parties further agree that failure by Contractor to perform any of the duties described in this section shall constitute a material breach of the Agreement entitling the School Board to terminate this Agreement immediately with no further responsibility to make payment or perform any other duties under this Agreement.

## **30. CONFLICT OF INTEREST**

Former Miami-Dade County Public Schools employees, classified as Managerial Exempt Personnel, Pay Grade 22 and above, Miami-Dade County Schools Administrators Association, Pay Grade 47 and above, and other equivalent positions, are prohibited from personally representing another person or entity or acting as an agent or attorney for compensation in connection with any matter in which The School Board of Miami-Dade County, Florida, is interested, for a period of two (2) years following vacation of office. This provision is pursuant to School Board Policies 1129, 3129 and 4129 and §112.313(9) Florida Statutes.

## **31. SMALL/MICRO, MINORITY/WOMEN AND VETERAN BUSINESS ENTERPRISE PROGRAMS**

The Small/Micro Business Enterprise (SMBE), Minority/Women and Veteran Business Enterprise (VBE) Programs, implemented pursuant to School Board Policy 6320.02 were established to provide expanded and equitable participation in School Board procurement of goods and services, construction, and professional services. If applicable, in completing its obligations under this Agreement, the Contractor agrees to comply with all applicable requirements of the SBE/MBE, M/WBE and VBE Programs, provided in School Board Policy, as it exists on the date of the commencing of this Agreement. **Compliance, Monitoring and Reporting of Subcontractors** - As applicable to meet the Mandatory Small/Micro, Minority/Women and/or Veteran Business Utilization Goals, the Contractor shall be required to submit a monthly report via the online diversity compliance system for compliance with the Mandatory Small/Micro, Minority/Women and/or Veteran Business Utilization Goals for sub-contractors. All compliance reporting shall be submitted through the link provided <http://miamidadeschools.diversitycompliance.com>. The Contractor may only remove and replace a Small/Micro, Minority/Women and/or Veteran Business with a new subcontractor of similar certification. To the extent that the Contractor seeks to replace a Small/Micro, Minority/Women and/or Veteran Business with a new subcontractor that does not maintain a similar certification, then the Contractor must first obtain approval from the Office of Economic Opportunity (OEO). The OEO shall monitor and/or verify 100% of reported payments to subcontractors ensuring the Contractor's reported subcontract participation is accurate.

**32. INSURANCE REQUIREMENTS**

Prior to commencement of work under the agreement, the Contractor shall obtain and maintain without interruption the insurance as outlined below. The Contractor agrees to furnish a fully completed certificate of insurance naming the School Board of Miami-Dade County, Florida as a certificate holder, signed by an authorized representative of the insurer providing such insurance coverages. The insurance coverages and limits shall meet, at a minimum, the following requirements:

**Workers' Compensation/Employer's Liability Insurance.** Such insurance shall be no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in Florida by the National Board on Compensation Insurance, without restrictive endorsements. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One: "Statutory"

- Part Two: \$ 100,000 Each Accident
- \$ 500,000 Disease - Policy Limit
- \$ 100,000 Disease - Each Employee

**General Liability Insurance.** Such insurance shall be no more restrictive than that provided by the most recent version of standard Commercial General Liability Form (ISO Form CG 00 01) without any restrictive endorsements. The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

- \$ 1,000,000 General Aggregate
- \$ 1,000,000 Products/Completed Operations Aggregate
- \$ 1,000,000 Personal and Advertising Injury
- \$ 1,000,000 Each Occurrence

Contractor shall name "The School Board of Miami-Dade County, Florida and its members, officers and employees" as an additional insured on a form no more restrictive than the CG 20 10 (Additional Insured – Owners, Lessees, or Contractors).

**Automobile Liability Insurance.** Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the Contract. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be \$ 1,000,000 Each Occurrence - Bodily Injury and Property Damage Combined

**Professional Liability:** If the contract requires professional services, the Contractor shall provide evidence of the following professional liability coverage. Such insurance shall be on a form acceptable to the Board and shall cover Contractor for those sources of liability arising out of the rendering or failure to render professional services in the performance of the services required in the Agreement including any hold harmless and/or indemnification agreement. Coverage must either be on an occurrence basis; or, if on a claims-made basis, the coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be \$ 1,000,000 Each Claim/Annual Aggregate

**Cyber Liability Insurance:** If the Contract requires the transfer of electronic records containing personal identifiable information of student or employee records between the Contractor and the Board, the Contractor shall provide evidence of the following insurance. Contractor shall maintain Cyber Liability insurance with limits of not less than \$1,000,000 for each wrongful act, and Liability for security or privacy breaches, including loss or unauthorized access to the Board's data; Costs associated with a privacy breach, including consumer notification, customer support/crisis management, and costs of providing credit monitoring services; Expenses related to regulatory compliance, government investigations, fines, fees assessments and penalties; Costs of restoring, updating or replacing data; Privacy liability losses connected to network security, privacy, and media liability "Insured versus insured" exclusion prohibited. The insurance provided by the Company shall apply on a primary basis. Any insurance, or self-insurance, maintained by the Board shall be excess of, and shall not contribute with, the insurance provided by the Company.

**Verification of Coverage:** Proof of the required insurance must be furnished by the Contractor to The Office of Risk and Benefits Management with a Certificate of Insurance. To automate this process, the School Board has partnered with a third-party administrator to collect and verify insurance documentation through CTrax software services.

The VENDOR is required to e-mail a current COI to: riskcontracts@dadeschools.net

Email subject should read "INSERT VENDOR NAME" COI

Include in the body of the e-mail the information below so your vendor account may be created in CTrax.

- Vendor Representative Name " \_\_\_\_\_ "
- Vendor Representative Phone number " \_\_\_\_\_ "
- Vendor Representative Email " \_\_\_\_\_ "

The above insurance requirements may only be amended or waived via written approval of the Office of Risk and Benefits Management.

**33. SURVIVAL**

The Parties acknowledge that any of the obligations in this Agreement, including but not limited to Contractor's obligation to indemnify and defend the School Board, will survive the term, termination, and cancellation of the Agreement. Accordingly, the respective obligations of the Contractor under this Agreement, which by nature would continue beyond the termination, cancellation or expiration of this Agreement shall survive such termination, expiration or cancellation.

**34. ENTIRE AGREEMENT**

It is understood and agreed that this Agreement contains the complete understanding and agreement of the parties. No stipulation, agreement or understanding shall be valid or enforceable unless contained in this Agreement. No representations or statements made by any employees, agents, or representatives of either party shall be binding on either party as a warranty or otherwise, except as expressly set forth herein. Contractor represents that the individual signing this Agreement on its behalf has the authority to do so and to so legally bind the party. The Contractor represents that the execution, delivery and performance of this Agreement by the Contractor has been fully and validly authorized by all necessary corporate action.

<p style="text-align: center;"><b>SUBMITTED BY:</b></p> <hr/> <p>Charge Location Administrator Signature <span style="float: right;">Date</span></p> <hr/> <p>Regional Superintendent/Division Head Signature <span style="float: right;">Date</span> (as applicable)</p> <hr/> <p>Office of Grants Administration Signature <span style="float: right;">Date</span> (if applicable)</p> <p><small>NOTE: Signature of Assistant Superintendent for the Office of Intergovernmental Affairs and Grants Administration required ONLY for contracts financed from Contracted Programs Funds (Part IV).</small></p>	<p><b>THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA</b></p> <p>BY: _____ Signature (Superintendent of Schools or Designee)</p> <hr/> <p style="text-align: center;">(Name Typed)</p> <p>Date: _____</p>
<p style="text-align: center;"><b>APPROVED AS TO RISK AND BENEFITS</b> (as to the School Board):</p> <hr/> <p>Risk Management Signature <span style="float: right;">Date</span></p> <p style="text-align: center;"><b>APPROVED AS TO PROCUREMENT AUTHORITY</b> (as to the School Board):</p> <hr/> <p>Procurement Management Signature <span style="float: right;">Date</span></p> <p style="text-align: center;"><b>APPROVED AS TO FORM AND LEGAL SUFFICIENCY</b> (as to the School Board):</p> <hr/> <p>General Counsel Signature <span style="float: right;">Date</span></p>	<p style="text-align: center;"><b>CONTRACTOR</b></p> <hr/> <p>LM GENUINE SOLUTIONS, LLC Legal Name of Contracting Party</p> <p>BY: _____ Signature</p> <p>Name: <u>Lisa Martinez, CEO/Founder</u> <span style="float: right;"><u>04/18/2022</u></span> (Name Typed) (Title) (Date)</p> <p>Address: <u>457 SW 27th Road</u> <u>Miami, Florida 33129</u></p> <p>F.E.I.N. (If organization) <u>83-1052257</u> School Board Employee: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> M-DCPS Employee No. _____</p>