Superintendent of Schools Mark T. Porter



### Legislation Text

File #: CON 1819-284, Version: 1

#### TITLE

Approval of contract with Miami Lighthouse for the Blind and Visually Impaired Inc. for ESE Related Services for SY 2019-2020

#### BACKGROUND INFORMATION

Miami Lighthouse for the Blind and Visually Impaired Inc agrees to provide school-based services for Orientation and Mobility for Monroe County School students with visual impairements. These federally mandated services are for Students with Disabilities. It is necessary to contract with Miami Lighthouse for the Blind and Visually Impaired Inc in order to meet the Federal IDEA regulations.

#### **BUDGET INFORMATION**

Item Budgeted? [Yes]

Total Cost: \$ NTE: \$36,700

Budget Coding: 0110.5200.0310.0143.0001 \$30,000

0420.5200.0330.0143.9080 \$6,700

Requisition Attached? [Yes]

#### CONTRACT INFORMATION

Contract with: Miami Lighthouse

Contract value: \$\_\_36,700\_

Budget coding: \_0110.5200.0310.0143.0001 \$30,000

0420.5200.0330.0143.9080 \$6,700

Contract Purpose / Description: \_Orientation and Mobility and classroom support for the blind district wide

Contract Originator: [Dr. Lesley Thompson], [53378], District ESE Department, Sugaloaf]

Board Meeting Date: June 25, 2019

#### RECOMMENDATION

Approval of contract with Miami Lighthouse for the Blind and Visually Impaired Inc. for ESE Related Services for SY 2019-2020



Superintendent of Schools Mark T. Porter

#### Master

File Number: CON 1819-284

File ID: CON 1819-284

Type: Contract / MOU

Status: Consent Agenda

Version: 1

Vendor:

Action By: School Board

File Created: 06/03/2019

Subject:

**Final Action:** 

Title: Approval of contract with Miami Lighthouse for the Blind and Visually Impaired

Inc. for ESE Related Services for SY 2019-2020

**Internal Notes:** 

Sponsors:

**Effective Date:** 

**Enactment Number:** 

Attachments: Miami Lighthouse for the Blind 2019-2020 Renewal

Consulatation and Classroom support 5-31, Miami Lighthouse for the Blind 2018-2019 Contract Original, Lighthouse Insurance 3-23-2020, Requistion for Miami Lighthouse 2019-2020 Consultation 1-23-2019, Requistion for Miami Lighthouse 2019-2020 Travel

1-23-2019

lecommendation:

**Expiration Date:** 

Entered by: Catherine.Kanagy@KeysSchools.com

**Expiration Date:** 

#### **Approval History**

Version	Seq#	Action Date	Approver	Action	Due Date	
1	1	6/3/2019	Lesley Thompson	Approve	6/5/2019	
1	2	6/3/2019	Gaelan Jones	Approve	6/4/2019	
1	3	6/3/2019	Suanne Lee	Approve	6/4/2019	
1	4	6/3/2019	James Drake	Approve	6/4/2019	
1	6	6/5/2019	Amy Flaherty	Approve	6/6/2019	
Notes:	Contracto	r must obtain a ven	dor badge through HR			
1	7	6/17/2019	Theresa Axford	Approve	6/6/2019	

#### **History of Legislative File**

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	School Board	06/25/2019					



Superintendent of Schools Mark T. Porter

Master

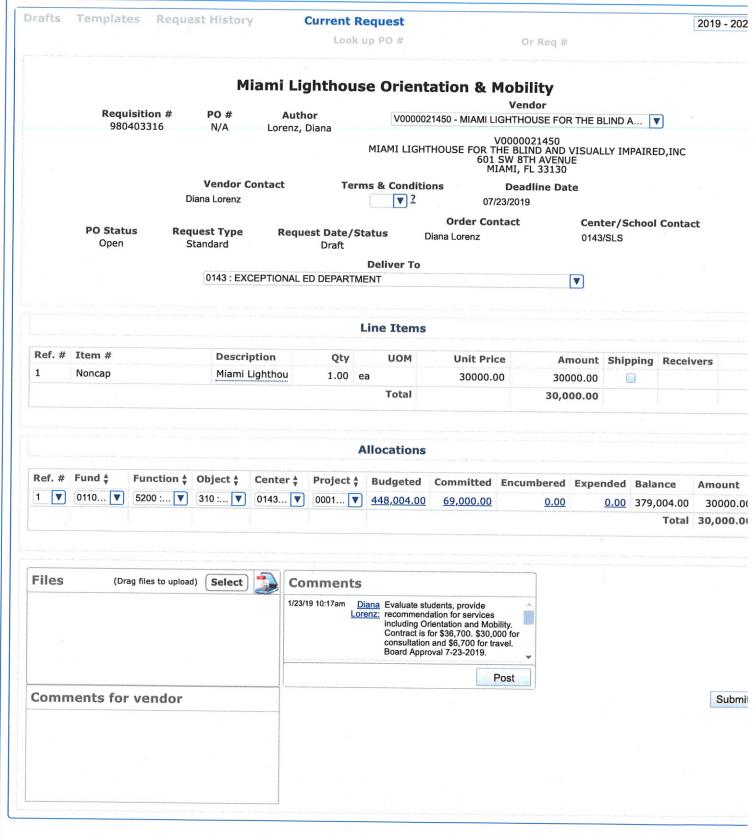
File Number: CON 1819-284

Rev 11.7.2017



## **CONTRACT RENEWAL**

between The Miami Lighthe agreem	NTRACT RENEWAL is made and entered into the date last the School Board of Monroe County, Florida ("School Board") with thouse for the Blind and Visually Impaired, INC. ("Contraction to Coriginal Contract") between the parties dated July 24, 2 ate), a copy of which is attached hereto and incorporated by reference.	and and tor"), in order to renew 018 (original
the NOTE: 2: Service Goa Mobility Se facilitating	of 3 renewal options in according a renewal options in according a renewal contract ("Renewal Contractor's Services  all is to assess and instruct individual student(s) with a cryices for the blind district—wide. Methods to accomplish skill development allow for greater access to their enterviewed in a variety of environments. Add: to include Contractor with the support	wed Contract").  Orientation and sh these goals include nvironments and safer,
	e Renewed Contract shall commence on August 14, 201 y 29, 2020	9 and expire on
4. All	other terms and conditions of the Original Contract shall rect.	emain in full force and
	ntractor's obligations to maintain insurance remains in effect as by attached.	s evident by the updated
6. Cor	ntractor hereby certifies that the Relationship Disclosure A	ffidavit and Debarment
Cer	rtification as submitted as attachments to the Original c	ontract have remained
unc	changed or has submitted new documents as necessary.	
	NOTE: A copy of the original contract must accompany thi	g rangyyal
IN WIT	TNESS WHEREOF, the parties have executed this Contract Re	
June	, 2019	one war on the day of
Rot	8 2 4 AND	June 25, 2019
SIGNATURE	E OF CHAIRPERSON OF THE BOARD (CONTRACTS OVER \$25,000)	DATE
_////	ach I little	June 25, 2019
SIGNATURE	E OF SUPPRINTENDENT	DATE
SIGNATURE	E OF CONTRACTOR/REPRESENTATIVE	5-31-15 Date
-	a A. Jacko President & CEO	



\*

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121



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/18/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

- 111	is certificate does not comer rights to	tile c	,ei tiii	cate noider in hed or such						
PROD	DUCER				CONTA NAME:	Juyce Cui	rp			
NEA	Insurance Group, LLC				PHONE (A/C, No E-MAIL	p, Ext): (305) 23	21-2400	FAX (A/C, No):	(305)	221-2411
					E-MAIL ADDRE	ss: joyce@jm	private.com			
8700	W. Flagler St., Suite 401					IN	SURER(S) AFFOR	RDING COVERAGE		NAIC#
Miar	ni			FL 33174	INSURE	RA: Philadelp	ohia Insurance	Companies		
INSU	RED		7 m V - 2 N - 3		INSURE	RB: Ascenda	nt Commercia	I Insurance, Inc.		13683
	Miami Lighthouse for the Blind 8	k Visu	ally In	npaired, Inc.	INSURER C: Philadelphia Indemnity Insurance Company					18058
	601-A SW 8th Avenue				INSURE	INSURER D :				
					INSURE	RE:				
	Miami	Miami FL 33130			INSURE	RF:				
COV	ZERAGES CER	TIFIC	ATE	NUMBER: CL193180206	66			REVISION NUMBER:		
INI CE EX	IIS IS TO CERTIFY THAT THE POLICIES OF I DICATED. NOTWITHSTANDING ANY REQUI RTIFICATE MAY BE ISSUED OR MAY PERTA CLUSIONS AND CONDITIONS OF SUCH PO	REME AIN, TI OLICIE	NT, TE HE INS S. LIM	ERM OR CONDITION OF ANY SURANCE AFFORDED BY THI	CONTRA E POLIC	ACT OR OTHER IES DESCRIBE CED BY PAID CI	R DOCUMENT I D HEREIN IS S LAIMS.	WITH RESPECT TO WHICH	THIS	
INSR LTR	TYPE OF INSURANCE	INSD	SUBR WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMI	TS	
	COMMERCIAL GENERAL LIABILITY			4				EACH OCCURRENCE	\$ 1,00	00,000
	CLAIMS-MADE X OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence)	a a	0,000
								MED EXP (Any one person)	\$ 5,00	00
Α				PHPK1955287		03/23/2019	03/23/2020	PERSONAL & ADV INJURY	\$ 1,00	00,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$ 3,00	00,000
	POLICY PRO- JECT LOC							PRODUCTS - COMP/OP AGG	\$ 3,00	00,000
	OTHER:							Employee Benefits	\$	
	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	\$ 1,00	00,000
	X ANY AUTO							BODILY INJURY (Per person)	\$	
Α	OWNED SCHEDULED AUTOS ONLY			PHPK1955287		03/23/2019	03/23/2020	BODILY INJURY (Per accident)	\$	
	HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			08				PROPERTY DAMAGE (Per accident)	\$	
								Non-owned	\$	
	VMBRELLA LIAB OCCUR							EACH OCCURRENCE	9	000,000
Α	EXCESS LIAB CLAIMS-MADE			PHUB668139		03/23/2019	03/23/2020	AGGREGATE	\$ 10,0	000,000
	DED RETENTION \$ 10,000							1050	\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N							➤ PER STATUTE OTH-		
В	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A		WC723461		03/23/2019	03/23/2020	E.L. EACH ACCIDENT	ų.	0,000
	(Mandatory in NH)							E.L. DISEASE - EA EMPLOYEE	Ψ	0,000
	If yes, describe under DESCRIPTION OF OPERATIONS below			928				E.L. DISEASE - POLICY LIMIT	9	0,000
	Directors & Officers Liability							\$10M each Claim/Aggreg	-	ared D&O/EPL
С	\$10K Ded D&O/\$15K Ded EPL			PHSD1429881		03/23/2019	03/23/2020	\$1M each Claim/Aggrega	Fidu	uciary limits
								%15M each EPL Claim		
ı	RIPTION OF OPERATIONS / LOCATIONS / VEHICLE Days Notice of Cancellation applies except 1						pace is required)			

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

AUTHORIZED REPRESENTATIVE

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#### Purchase Requests/Orders

Diana Loren SIS ERP













Requisition # PO #

Templates

**Current Request** 

Look up PO #

Or Req #

2019 - 2020 ▼

### Miami Lighthouse Orientation & Mobility

N/A

N/A

Request History

Author Lorenz, Diana V0000021450 - MIAMI LIGHTHOUSE FOR THE BLIND A... ▼

V0000021450 MIAMI LIGHTHOUSE FOR THE BLIND AND VISUALLY IMPAIRED,INC 601 SW 8TH AVENUE MIAMI, FL 33130

**Vendor Contact** 

**Terms & Conditions** 

**Deadline Date** 

Diana Lorenz

▼ ?

01/23/2019

Center/School Contact

PO Status Open

**Request Type** Standard

Request Date/Status Draft

**Order Contact** Diana Lorenz

0143/SLS

**Deliver To** 

0143 : EXCEPTIONAL ED DEPARTMENT

▼

#### **Line Items**

Ref. #	Item #	Description	Qty	UOM	Unit Price	Amount	Shipping	Receivers
1	Noncap	Miami Lighth	1.00	ea	30000.00	30000.00	0	
				Total		30,000.00		

#### **Allocations**

Ref. #	Fund <b></b>	Function <b></b> ♣	Object ∳	Center <b></b> ♣	Project ♣	Budgeted	Committed	Encumbered	Expended	Balance	Amount
1	0110 ▼	5200 : ▼	310 :	0143 ▼	0001 ▼	0.00	0.00	0.00	0.00	0.00	30000.00
										Total	30,000.00

Files	(Drag files to upload)	Select	Comments			
			1/23 10:17am Lorenz.  Diana: Evaluate students, provide recommendation for services including Orientation and Mobility. Contract is for \$36,700. \$30,000 for consultation and \$6,700 for travel. Board Approval 7-23-2019.			
			Post			
Comme	nts for vendor		The contract of the contract o			

Submit

#### Purchase Requests/Orders

ERP Diana Loren SIS



**Current Request** 

Look up PO #

Or Req #

2019 - 2020 ▼

### Miami Lighthouse for the Blind Travel

Requisition # N/A

PO # N/A

Request History

Author Lorenz, Diana V0000021450 - MIAMI LIGHTHOUSE FOR THE BLIND A... ▼

V0000021450 MIAMI LIGHTHOUSE FOR THE BLIND AND VISUALLY IMPAIRED,INC 601 SW 8TH AVENUE MIAMI, FL 33130

▼

**Vendor Contact** 

**Terms & Conditions** 

Diana Lorenz

▼ ?

**Deadline Date** 

01/23/2019

**Order Contact** 

Center/School Contact

PO Status Open

Templates

**Request Type** Standard

Request Date/Status Draft

Diana Lorenz

0143/SLS

**Deliver To** 

0143: EXCEPTIONAL ED DEPARTMENT

#### **Line Items**

Ref. #	Item #	Description	Qty	UOM	Unit Price	Amount	Shipping	Receivers
1	Noncap	Contract Mia	1.00	ea	6700.00	6700.00	0	
				Total		6,700.00		

#### **Allocations**

L							Committed	Encumbered	Expended	Balance	Amount
1 🔻	0420 ▼	5200 : ▼	330 : ▼	0143 ▼	9080	0.00	0.00	0.00	0.00	0.00	6700.00
										Total	6,700.00

(Drag files to upload) | Select |

Comments

1/23 9:46am Lorenz. Contract with Miami Lighthouse for the Diana: Blind to evaluate students, provide recommendations for services including Orientation and Mobility services. This purchase order is part of the total contract of \$36,700 for board approval on 7-23-19

Post

Comments for vendor

**Files** 

Submit

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7



Superintendent of Schools Mark T. Porter

#### **Board Rationale**

File #: 18-735

#### TITLE

Approval of Contract with Miami Lighthouse for the Blind and Visually Impaired Inc. for ESE Related Services for SY 2018-2019

#### BACKGROUND INFORMATION

Miami Lighthouse for the Blind and Visually Impaired Inc agrees to provide school-based services for Orientation and Mobility for Monroe County School students with visual impairements. These federally mandated services are for Students with Disabilities. It is necessary to contract with Miami Lighthouse for the Blind and Visually Impaired Inc in order to meet the Federal IDEA regulations.

#### **BUDGET INFORMATION**

Item Budgeted? Yes

Total Cost: NTE: \$36,700

Contract Originator: Dr. Lesley Thompson, Director, Exceptional Student Education

Board Meeting Date: July 24, 2018

#### RECOMMENDATION

Approval of Contract Renewal with Miami Lighthouse for the Blind and Visually Impaired Inc for ESE Related Services for SY 2018-2019



Superintendent of Schools Mark T. Porter

#### Master

File Number: 18-735

	File ID:	18-735	Ту	pe: Agenda Item	Status:	Consent Agenda	
	Version:	1	Vend	or:	Action By:	School Board	
					File Created:	06/22/2018	
	Cubicat						
	Subject:				Final Action:		
L	Title:						
Intern	nal Notes:						
s	ponsors:				Effective Date:		
Atta	chmente:	Miami Liahtha	use for the Plind and V	eually Impaired	Enactment Number:		
Alld	ciiiieiits.	IVIIaiiii Ligiitiio	use for the Blind and V		Lilactificht Nulliber.		
		2018 2019 sig	ned contract disclosure	and Insurance.			
		U	ned contract disclosure use Consultation 2018				
		Miami Lightho	use Consultation 2018	2019 requistion,			
comme	endation:	Miami Lightho		2019 requistion,	Expiration Date:		
		Miami Lighthor Miami Lighthor	use Consultation 2018	2019 requistion, equistion	Expiration Date:		
En Approv	itered by:	Miami Lighthor Miami Lighthor Catherine.Kan	use Consultation 2018 use Travel 2018 2019 r agy@KeysSchools.cor	2019 requistion, equistion	Expiration Date:		
En Approv	val Histor	Miami Lighthor Miami Lighthor Catherine.Kan	use Consultation 2018 use Travel 2018 2019 r agy@KeysSchools.cor	2019 requistion, equistion	Expiration Date:		
En Approv	itered by:	Miami Lighthor Miami Lighthor Catherine.Kan	use Consultation 2018 use Travel 2018 2019 r agy@KeysSchools.cor	2019 requistion, equistion  n  Action  Approve	Expiration Date:		
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Approv Version 1 1 Notes:	val Histor  Seq #  1 3 5 Approved, I	Miami Lighthor Miami Lighthor Miami Lighthor Catherine.Kan  Ty  Action Date 6/22/2018 6/27/2018 7/6/2018 but please insert "N 7/6/2018	Approver  Lesley Thompson Dirk Smits Dirk Smits VA" into Liquidated Damages Suanne Lee	Action  Approve Delegated Approve provision, as it does not a	Due Date 6/26/2018 7/3/2018 ppear to apply in this situation. 7/9/2018		
Approv Version 1 1 Notes: 1	val Histor Seq #  1 3 5 Approved, I 6 7 9 The vendor	Miami Lighthor Miami Lighthor Miami Lighthor Catherine.Kan  Ty  Action Date 6/22/2018 6/27/2018 7/6/2018 7/6/2018 7/9/2018 7/9/2018 7/11/2018	Approver  Lesley Thompson Dirk Smits Dirk Smits VA" into Liquidated Damages Suanne Lee James Drake Amy Flaherty rough HR and the employee gin.	Action  Action  Approve Delegated Approve provision, as it does not all Approve Approve Approve Approve	Due Date 6/26/2018 7/3/2018 ppear to apply in this situation. 7/9/2018 7/9/2018		
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School Board

Ver- Acting Body:

sion:

Sent To:

Due Date:

Date:

07/24/2018

Action:

Result:

Return

Date:

### THE SCHOOL DISTRICT OF MONROE COUNTY, FLORIDA

### **Contract for Goods & Services**

This Contract entered into on the date last written below, by and Miamil Lighthouse for the Blind and Visually Impaired, INC. (the "Contractor") and The Scholarore County, Florida ("School Board" or "MCSB"), as contracting agent for the Scholarore County, Florida ("School District"). In consideration of the mutual covenants hereinafter set forth, the parties herein covenant and agree as follows:	nool Board of ool District of
1. TERM	
The term of this Contract shall be from: (insert dates – contract may be for a scho	ool year)
August 15 , 2018 to May 31 , 2019	
This Contract may be renewed for a period that may not exceed three (3) years or forth above, whichever period is longer. The compensation for the renewal term shall be prior to renewal of this contract and is subject to approval by the MCSB. Further, renewal of is contingent upon a determination by the MCSB that the services have been satisfactorily that the services are needed and upon availability of funds.	e determined f this contract
2. CONTRACTOR'S SERVICES	
Contractor agrees to provide the following goods/services:	
Service goal is to assess and instruct individual student(s) with Orientation and Mobility	y Services
for the blind district-wide. Methods to accomplish these goals include facilitating skill design of the blind district wide.	evelopment
to allow for greater access to their environments and safer, independent travel in a varie	ety of
environments.	
If documentation of the specific goods/services is attached, said documentati as <i>Exhibit</i> "A" to this Contract and is incorporated herein by reference. In the event between the terms of this Contract and any exhibit, the terms of this Contract shall contract agreed in writing as an amendment pursuant to the terms for such as provided	of a conflict ontrol, unless
3. COMPENSATION	
School Board shall pay Contractor the sum of \$36,700 (NTE-Not to exception provide said goods/services pursuant to this Contract. No payment shall be due until an ingoods/services has been submitted for payment and the School Board verifies that all september 1. The School Board will make diligent efforts to verifies that all september 1.	voice for the ervices have

Rev 5.8.2018

Page 1 of 10

invoices within one (1) payment cycle after receipt. <u>If alternate payment TERMS are required they must be outlined below.</u>

Compensation: Consulting Fees will be at \$100.00 per hour for at total of \$30,000.00 NTE

Travel: District wide travel mileage reimbursement at MCSD rate and Hotel reimbursement not to

exceed one night per month, \$6,700.00 NTE (0420.5200.0330.0143.6080)

#### 4. INSURANCE

Contractor agrees to secure and maintain at all times during the term of this Contract, at Contractor's expense, insurance coverage, as laid out below, covering Contractor for all acts or omissions which may give rise to liability for services under this Contract. All Contractor staff are to be insured in minimum amounts acceptable to the Monroe County School Board and with a reputable and financially viable insurance carrier, naming The School Board of Monroe County, Florida as an additional insured. Such insurance shall not be cancelled except upon thirty (30) days written notice to the MCSB. Contractor shall provide MCSB with a certificate evidencing such insurance coverage within five (5) days after obtaining such coverage. Contractor agrees to notify MCSB immediately of any material change in any insurance policy required to be maintained by Contractor.

Contractor is required to obtain the following coverage, with documentation of having obtained such coverage being attached hereto as <code>Exhibit "\_B\_"</code>:

General Liability Insurance

Amount:

Professional Liability Insurance

Amount:

Vehicle Liability Insurance

Amount:

Workers Compensation Insurance

Amount:

#### 5. COMPLIANCE WITH LAWS AND POLICIES

Contractor agrees to comply with all current Monroe County School Board Policies and all applicable local, state and federal laws, including laws pertaining to the confidentiality of student records and public records requests. Contractor agrees that MCSB has the right to unilaterally and immediately cancel this Contract upon refusal by Contractor to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with the contract, unless the records are exempt from s.24(a) of Art. I of the State Constitution and s.119.07(1). Should cancellation be necessary under this clause, MSCB is required only to provide written notice to Contractor, effective upon receipt of notice, which shall be documented.

#### 6. INDEPENDENT CONTRACTOR STATUS

The Contractor is, for all purposes arising under this Contract, an independent contractor. The

Rev 5.8.2018

Contractor and its officers, agents or employees shall not, under any circumstances, hold themselves out to anyone as being officers, agents or employees of the School/Department. No officer, agent or employee of the Contractor or School/Department shall be deemed an officer, agent or employee of the other party. Neither the Contractor nor School/Department, nor any officer, agent or employee thereof, shall be entitled to any benefits to which employees of the other party are entitled, including, but not limited to, overtime, retirement benefits, workers compensation benefits, injury leave, or other leave benefits.

#### 7. BACKGROUND CHECKS/FINGERPRINTING

In accordance with the legislative mandate set out in sections 1012.32, 1012.465 and 435.04, Florida Statutes as well as with the requirements of HB 1877, The Jessica Lunsford Act, Contractor agrees that all of its employees and sub-contractors, including employees of sub-contractors, who provide or may provide services under this Contract have completed all background screening requirements through a Monroe County School Board designee pursuant to the above-referenced statutes. It is recognized and agreed that the provisions and exceptions relating to the dictates of The Jessica Lunsford Act, and codified at sections 1012.321, 1012.465, 1012.467 and 1012.468 of the Florida Statutes, shall apply to the requirements of this paragraph where so applicable.

Contractor agrees to bear any and all costs associated with acquiring the required background screenings. Contractor agrees to require all affected employees and sub-contractors to sign a statement, as a condition of employment with Contractor in relation to performance under this Contract, that the employee and/or sub-contractor will abide by the terms and notify Contractor/Employer of any arrest or conviction of any offense enumerated in section 435.04, Florida Statutes within forty-eight (48) hours of their occurrence. Contractor agrees to provide MCSB with a list of all employees and/or sub-contractors who have completed background screenings as required by the above-referenced statutes and that meet the statutory requirements contained therein. Contractor agrees that it has an ongoing duty to maintain and update these lists as new employees and/or sub-contractors are hired and in the event that any previously screened employee fails to meet the statutory standards. Contractor further agrees to notify MCSB immediately upon becoming aware that one of its employees or its sub-contractor's 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 MCSB of such arrest or conviction within forty-eight (48) hours of being put on notice by the employee/sub-contractor and within 5 days of its occurrence shall constitute grounds for immediate termination of this contract by MCSB. The parties further agree that failure by Contractor to perform any of the duties described in their paragraph shall constitute a material breach of the contract entitling MCSB to terminate this Contract immediately with no further responsibility to make payment or perform any other duties under this Contract.

#### 8. TERMINATION

#### A. WITHOUT CAUSE

This Contract may be terminated for any reason by either party upon thirty (30) days written notice to the other party at the addresses set forth below. If said Contract should be terminated as provided in this paragraph of the Contract, the MCSB will be relieved of all obligations under

Rev 5.8.2018

said contract and the MCSB will only be required to pay that amount of the contract actually performed to the date of termination with no payment due for unperformed work or lost profits.

#### B. TERMINATION FOR BREACH

Either party may terminate this Contract upon breach by the other party of any material provision of this Contract, provided such breach continues for fifteen (15) days after receipt by the breaching party of written notice of such breach from the non-breaching party.

#### C. IMMEDIATE TERMINATION BY MCSB

School Board may terminate this Contract immediately upon written notice to Contractor (such termination to be effective upon Contractor's/Individual's receipt of such notice) upon occurrence of any of the following events:

- the denial, suspension, revocation, termination, restricting, relinquishment or lapse of any license or certification required to be held by the Contractor, or of any Company/Individual staff's professional license or certification in the State of Florida;
- ii. conduct by Contractor or any Company/Individual staff which affects the quality of services provided to the School Board or the performance of duties required hereunder and which would, in the School Board's sole judgment, be prejudicial to the best interests and welfare of the School Board and/or its students;
- breach by Contractor or any Company/Individual staff of the confidentiality provisions of this Contract or the Family Educational Rights and Privacy Act (FERPA);
- iv. failure by Contractor to maintain the insurance required by the terms of this Contract.

#### 9. ASSIGNMENT

Neither Contractor nor the Monroe County School Board may assign or transfer any interest in this Contract without the prior written consent of both parties. Should an assignment occur upon mutual written consent, this Contract shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successors and assigns.

#### 10. AMENDMENT

This Contract may be amended only with the mutual consent of the parties. All amendments must be in writing and must be approved by the Monroe County School Board.

#### 11. INDEMNIFICATION, GOVERNING LAW & VENUE

Rev 5.8.2018

Page 4 of 10

Contractor shall indemnify and hold harmless the Monroe County School Board from and against any and all claims, liabilities, damages, and expenses, including, without limitation, reasonable attorneys' fees, incurred by the MCSB in defending or compromising actions brought against it arising out of or related to the acts or omissions of Contractor, its agents, employees or officers in the provision of services or performance of duties by Contractor pursuant to this Contract.

This Contract shall be construed in accordance with the laws of the State of Florida. Any dispute arising hereunder is subject to the laws of Florida, venue in Monroe County, Florida. The prevailing party shall be entitled to reasonable attorney's fees and costs incurred as a result of any action or proceeding under this Contract.

#### 12. REPRESENTATIONS, WARRANTIES & DEBARMENT

Contractor represents and warrants to the School Board, upon execution and throughout the term of this Contract that:

- A) Contractor is not bound by any Contract or arrangement which would preclude it from entering into, or from fully performing the services required under the Contract;
- B) None of the Contractor's agents, employees or officers has ever had his or her professional license or certification in the State of Florida, or of any other jurisdiction, denied, suspended, revoked, terminated and/or voluntarily relinquished under threat of disciplinary action, or restricted in any way;
- Contractor has not been convicted of a public entity crime as provided in F.S. §287.133, to wit: A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid, proposal, or rely on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list; and
- D) Contractor and Contractor's agents, employees and officers have, and shall maintain throughout the term of this Contract, all appropriate federal and state licenses and certifications which are required in order for Contractor to perform the functions, assigned to him or her in connection with the provisions of the Contract.
- E) The Vendor certifies that, neither the firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:
  - (i) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 29 CFR Part 93, Section 98.510, by any federal department or agency;

Rev 5.8.2018

- (ii) Has not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (iii) Has not within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

#### 13. CONFIDENTIALITY

Contractor recognizes and acknowledges that by virtue of entering into this Contract and providing services hereunder, Contractor, its agents, employees and officers may have access to certain confidential information, including confidential student information and personal health information. Contractor agrees that neither it nor any Contractor agent, employee or officer will at any time, either during or subsequent to the term of this Contract, disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by the Monroe County School Board in writing, any confidential student information, personal health information or other confidential/personally identifiable information. Contractor, its agents, employees and officers shall comply with all Federal and State laws and regulations and all Monroe County School Board policies regarding the confidentiality of such information.

#### 14. BILLING

Bills for fees or compensation under this contract shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. Further, bills for any travel expenses shall be submitted in accordance with Florida Statute §112.061 where applicable.

#### 15. THIRD-PARTY BILLING AND PAYMENT

To the extent applicable with regard to the services provided in this Contract, the Contractor shall cooperate with School Board representatives to determine the eligibility of a referred student for third-party benefits and to bill cooperatively the third-party for services provided to the referred student. Should the third-party decline to pay for billed services, or should the third-party only make partial payment for billed services, Contractor shall provide appropriate documentation to School Board and will assist the School Board in any administrative or appeals process regarding eligibility or payment as may be requested by the School Board. Contractor shall not be entitled to bill nor accept third-party payment without authorization of the School Board and Contractor agrees that School Board shall not be obligated to make any payment that exceeds the rate referred to in the paragraph governing Compensation. The Contractor shall provide service documentation in accordance with professional standards and School Board criteria as requested.

#### 16. CONTRACT RECORDS RETENTION

Rev 5.8.2018

Pursuant to Florida Statute 119.0701, contractor agrees to:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the School Board in order to perform the service.
- (b) 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.
- (c) 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 School Board.
- (d) 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.

Failure of Contractor to comply with this section and F.S. §119.0701 may include, but not be limited to, the School Board holding the contractor in default, termination of the contract or legal action.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC REOCRDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (Records@KeysSchools.com OR MAIL TO: MONROE COUNTY SCHOOL DISTRICT, ATTN: CUSTODIAN OF PUBLIC RECORDS, 241 TRUMBO ROAD, KEY WEST, FL 33040 OR CALL (305)293-1400).

#### 17. ETHICS CLAUSE

Contractor warrants that he/it has not employed, retained or otherwise had act on his/its behalf any former Monroe County School District officer or employee. For breach or violation of this provision the Monroe County School District may, in its discretion, terminate this contract without liability and may also, in its discretion, deduct from the contract or purchase price, or otherwise recover the full amount of any fee, commission, percentage, gift or consideration paid to the former Monroe County School District officer or employee.

#### 18. CONFLICT OF INTEREST

The following provisions shall apply for conflict of interest. Any violation of these provisions by Rev 5.8.2018 Page 7 of 10

a School District employee may be grounds for dismissal. No contract for goods or services may be made with any business organization in which the Superintendent or a School Board member has any material financial interest unless it is a single source or clear documentation exists to show that, no other supplier can provide the identical/comparable goods/service, at a lower cost to the School Board. No School Board member or officer, or School District officer or employee, may directly or indirectly purchase or recommend the purchase of goods or services from any business organization which they or their near relative have a material interest as defined by §112.313, Florida Statutes, except as allowed by DOE Interpretative Memorandum No. A-20. No School Board member, School District employee or official may receive gifts or any preferential treatment from vendors. Such members, officers, officials or employees shall not be prohibited from participating in any activity or purchasing program that is offered to all School District employees or in School District surplus sales, provided there is no preferential treatment.

#### 19. SEVERABILITY

The parties recognize and agree that should any clause(s) herein be held invalid by a Court of competent jurisdiction, the remaining clauses shall not be affected and shall remain of full force and effect.

#### **20. COUNTERPARTS**

This Contract may be executed in one or more counterparts, all of which together shall constitute only one Contract.

#### 21. WAIVER

A waiver by either party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure to perform. Any waiver of insurance requirements as provided by this Contract and/or the policies of the School Board does not relieve the Contractor of the indemnification provisions contained within this Contract.

#### 22. CAPTIONS

The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Contract.

#### 23. ENTIRE CONTRACT

The parties hereto agree that this is the final Contract between the parties and supercedes any and all prior Contracts and/or assurances, be it oral or in writing.

#### 24. LIQUIDATED DAMAGES

Contractor agrees to complete the services covered by this agreement prior to the contract expiration date listed in Section I entitled "TERMS." In the event that the services are not completed by the expiration date, Contractor hereby agrees to pay damages of no less than \$\_\_\_\_\_\_ per

Rev 5.8.2018

day/week/month for each day/week/month the services remain incomplete after the expiration of the contract.

#### 25. NOTICES

All notices required by this Contract, unless otherwise provided herein, by either party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by Federal Express or Express Mail, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

Monroe County School Board: Superintendent Monroe County School District 241 Trumbo Road Key West, FL 33040

With a copy to District Counsel
Vernis & Bowling of the Florida Keys, P.A.
81990 Overseas Hwy, 3<sup>rd</sup> Floor
Islamorada, FL 33036

Contractor:

Miami Lighthouse for the Blind and Visually Impaired, Inc. 601 SW 8th Avenue, Miami FL 33130 Vendor #21450

IN WITNESS WHEREOF, the parties have executed this Contract on this 24th day of

July	., 2018	
Rott & Gal		_ July 24, 2018
SIGNATURE OF CHAIRPERSON	OF THE BOARD (CONTRACTS OVER \$25,000)	DATE
Mark 1 100		July 24, 2018
SIGNATURE OF SUPERINTEND		DATE
March 1		6/14/2018
SIGNATURE OF CONTRACTOR/	REPRESENTATIVE	DATE
Virginia A. Jacko President and CE	50	

PRINT NAME AND TITLE

# MONROE COUNTY SCHOOL DISTRICT BUSINESS/PERSONAL RELATIONSHIP DISCLOSURE AFFIDAVIT

I, Virginia A. Jacko	of the City/Township/Parrish of
Miami-Dade County , State of Florida	, and according to law on my oath, and under
penalty of perjury, depose and say that;	
1) I am the authorized representative of the company or entity mak Name of company/vendor: Miami Lighthouse for the Blind and Visually Impaired, Inc.	ring a proposal for a project described as follows:
Nature of services presently being offered to School District: Monroe County,	Florida
2) I have (OR) I have not at any time prior to this application, h board member of the School District of Monroe County, Florida.	ad a <u>business relationship</u> with any employee or
IF YOU ANSWER I HAVE: Please list details of the relationship including the	e employee or board member's name with whom
you have done business, the type of work that was performed and the year	rs worked
3) have (OR) I DO NOT have a <u>personal relationship</u> (this includes of the School District of Monroe County, Florida.	s family) with an employee of OR a board member
IF YOU ANSWER I HAVE: Please list details of the relationship including t	the employee(s) or board member(s) name with
whom you are related, and your ties to that person (spouse, mother, brother)	
The statements contained in this affidavit are true and correct, and made Monroe County, Florida, relies upon the truth of the statements contained subject project. I hereby agree to keep the School District of Monroe C information contained herein. I further understand and agree that discovilead to termination of any ongoing contracts, and may potentially lead business with the school district.	ed in this affidavit in awarding contracts for the county, Florida, informed of any change to the ery of any undisclosed relationship can and will
Date (Sig	nature of Authorized Representative)
STATE OF Florida	
STATE OF Florida	
COUNTY OF Miami-Dade	
PERSONALLY APPEARED BEFORE ME, the undersigned authority, Virginia A. Jan being personally known, or having produced and after first being sworn by me, affixed his/her signature in the sp	as identification,
June 20 18	day of
Heldy T. Ferinas	
NOTARY PUBLIC 06	10/2019
NOTARY PUBLIC STATE OF FLORIDA MY C	-
Comm# PP223454	ommission expires:
Expires 5/10/2019	

Rev 5.8.2018

Page 10 of 10



### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/14/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy/lest must have ADDITIONAL INSURED provided

thi	SUBROGATION IS WAIVED, subject to a certificate does not confer rights to	the cert	tificate holder in lieu of su	ch endo	rsement(s).	s may requir	e an endorsement. A sta	itement	on	
PROD	UCER			CONT	Joyce Co	orp				
JM P	rivate Insurance			PHONE (305) 908-1832 FAX (A/C, No.): (305) 907-6168						
7274	SW 48th Street			E-MAII ADDRI	ss: joyce@jn	nprivate.com	[ 1/10/110			
				INSURER(S) AFFORDING COVERAGE					NAIC #	
Miam	i		FL 33155	INSURER A : Philadelphia Indemnity Insurance Company					18068	
INSURED					INSURER B : Ascendant Commercial Insurance					
Miami Lighthouse for the Blind & Visually Impaired, Inc.					INSURER C:					
	601-A SW 8th Avenue			INSURER D:						
					INSURER E:					
	Miami		FL 33130	INSUR	ERF:	The state of the s				
COV	ERAGES CER	TIFICAT	E NUMBER: CL18323011	50			REVISION NUMBER:			
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-			F11FK(1783325		03/23/2010	03/23/2019	PERSONAL & ADV INJURY		0,000	
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ŀ			8				PRODUCTS - COMP/OP AGG		3,000	
1	OTHER:	OTHER:					COMBINED SINGLE LIMIT	\$ 1.00/	0.000	
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	Directors & Officers Liability & Employment Practice; Fiduciaty		PHSD1329655				\$10M Empl Practice	10.000000	Retention	
	,						\$1M	0/Ret	tention	
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	Monroe County School District			AUTHORIZED REPRESENTATIVE						
	241 Trumbo Road									
Key West FL 33040					1 gu					





		Submit
Comments for vendor		
Comments	6/22 2:12pm Lorenz, Evaluate students, provide Diana: recommendations for services including Orientation and Mobility. Consultation only.	
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(Drag files to upload) Select		
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Rev 11.7.2017



CONTRACT RENEWAL
THIS CONTRACT RENEWAL is made and entered into the date last written below, by an between The School Board of Monroe County, Florida ("School Board"), an Miami Lighthouse for the Blind and Visually Impaired, INC ("Contractor"), in order to renew the agreement
("Original Contract") between the parties dated July 24, 2018 (original contract date) a copy of which is attached hereto and incorporated by reference.
<ol> <li>Contractor will exercise the 1 of 3 renewal options in accordance with the terms of the Original Contract, thereby creating a renewed contract ("Renewed Contract").</li> </ol>
2. The Renewed Contract shall commence on August 14, 2019 and expire of May 29, 2020
<ol> <li>All other terms and conditions of the Original Contract shall remain in full force and effect.</li> </ol>
<ol> <li>Contractor's obligations to maintain insurance remains in effect as evident by the updated copy attached.</li> </ol>
<ol> <li>Contractor hereby certifies that the Relationship Disclosure Affidavit and Debarmen Certification as submitted as attachments to the Original contract have remained unchanged or has submitted new documents as necessary.</li> </ol>
NOTE: A copy of the original contract must accompany this renewal.
IN WITNESS WHEREOF, the parties have executed this Contract Renewal on this day or
· · · · · · · · · · · · · · · · · · ·
SIGNATURE OF CHAIRPERSON OF THE BOARD (CONTRACTS OVER \$25,000)  DATE
SIGNATURE OF SUPERIOR

SIGNATURE OF CONTRACTOR/REPRESENTATIVE

VINGINIA A TACKO PRINCIPAL Y COLO

PRINT NAME AND TITLE

<u>Z-29-19</u> Date

•



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/18/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).									
PRODUCER				CONTAC NAME:	OT Joyce Cor	rp			
NEA Insurance Group, LLC				PHONE (A/C, No, Ext): (305) 221-2400 FAX (A/C, No): (305) 221-2411					
		E-MAIL ADDRES	iovoo@im	private.com	1,,				
8700 W. Flagler St., Suite 401		ADDITE		SURER(S) AFFOR	DING COVERAGE		NAIC #		
Miami	FL 33174	INSURER(S) AFFORDING COVERAGE  INSURER A: Philadelphia Insurance Companies				TANO II			
INSURED				Accordant Commorpial Incurance Inc					13683
Miami Lighthouse for the Blind &	Visua	ally Im	paired. Inc.	INSURER C: Philadelphia Indemnity Insurance Company					18058
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Miami			FL 33130	INSURER E :					
				INSURER F:					
	-	-	TOMBER.		TO THE INCLI		REVISION NUMBER:	IOD	
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<del></del>							(Ea accident)	\$ 1,000,000	
ANY AUTO  OWNED SCHEDULED			DUDK1055207		03/23/2019	02/22/2020	BODILY INJURY (Per person)	\$	
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DED   RETENTION \$ 10,000				,			Lara Laru	\$	
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC723461		03/23/2019	03/23/2020	➤ PER OTH-ER		
ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A						E.L. EACH ACCIDENT	\$ 500,000	
(Mandatory in NH)							E.L. DISEASE - EA EMPLOYEE	\$ 500,000	
If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$ 500,000	
Directors & Officers Liability							\$10M each Claim/Aggreg	Shared D&O/EF	
C \$10K Ded D&O/\$15K Ded EPL			PHSD1429881		03/23/2019	03/23/2020	\$1M each Claim/Aggrega	Fidu	ciary limits
							%15M each EPL Claim		
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  30 Days Notice of Cancellation applies except 10 Days Notice of Cancellation for Non-Payment of Premium.									
CERTIFICATE HOLDER CANCELLATION									
Monroe County School Board, Superintendent  Monroe County School District					SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.				
241 Trumbo Road	AUTHORIZED REPRESENTATIVE								
Key West FL 33040					19m				