

RESOLUTION NO. R-2013-40

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, APPROVING THE SELECTION OF LBS SERVICES, INC., TO PROVIDE PROFESSIONAL CONSULTING SERVICES TO FACILITATE THE ESTABLISHMENT OF A PUBLIC CHARTER SCHOOL AT THE CLAUDE PEPPER PARK SITE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT, IN SUBSTANTIALLY THE ATTACHED FORM, FOR THE PROVISION OF CONSULTING SERVICES IN THE AMOUNT NOT TO EXCEED FIFTEEN THOUSAND DOLLARS (\$15,000.00), FROM BISCAYNE LANDING PROCEEDS; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.

WHEREAS, the City administration is desirous of acquiring professional consulting services from a qualified and experienced consulting firm to facilitate and implement the opening of a public charter school at the Claude Pepper Park site (“Services”); and

WHEREAS, the City administration wishes to engage the consulting services of a professional consultant, well versed in the requirements and interaction between the public sector and private segments of public charter schools, including charter school lenders and developers; and

WHEREAS, LBS Services, Inc. (“Consultant”), possesses unique skills, knowledge, relationships and experience to execute the Services necessitated by the City; and

WHEREAS, Consultant’s combined qualifications and cost proposal, were reviewed and ranked by the City administration as the most advantageous to the City for the provision of Services; and

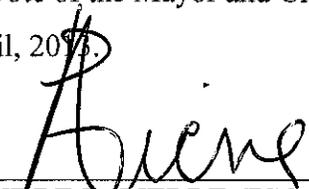
WHEREAS, the City Manager has determined that it is in the best interest of the City to enter into an agreement with Consultant, and respectfully requests that the Mayor and City Council approve the selection of Consultant, for the provision of Services.

NOW THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA:

Section 1. Selection Approval and Authority of City Manager. The Mayor and City Council of the City of North Miami, Florida, hereby approve the selection of LBS Services, Inc., to provide professional consulting services to facilitate the establishment of a public charter school at the Claude Pepper Park site, and authorize the City Manager to execute an agreement, in substantially the attached form, for the provision of consulting services in the amount not to exceed Fifteen Thousand Dollars (\$15,000.00), from Biscayne Landing proceeds.

Section 2. Effective Date. This Resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED by a 5-0 vote of the Mayor and City Council of the City of North Miami, Florida, this 23 day of April, 2015.

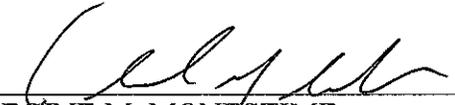


ANDRE D. PIERRE, ESQ.
MAYOR

ATTEST: 

MICHAEL A. ETIENNE, ESQ.
CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:



REGINE M. MONESTIME
CITY ATTORNEY

SPONSORED BY: CITY ADMINISTRATION

Moved by: Vice Mayor Steril

Seconded by: Mayor Pierre

Vote:

Mayor Andre D. Pierre, Esq.	<u> x </u>	(Yes)	<u> </u>	(No)
Vice Mayor Marie Erlande Steril	<u> x </u>	(Yes)	<u> </u>	(No)
Councilperson Michael R. Blynn, Esq.	<u> x </u>	(Yes)	<u> </u>	(No)
Councilperson Scott Galvin	<u> x </u>	(Yes)	<u> </u>	(No)
Councilperson Jean R. Marcellus	<u> x </u>	(Yes)	<u> </u>	(No)

PUBLIC CHARTER SCHOOL CONSULTING AGREEMENT

THIS CHARTER SCHOOL CONSULTING AGREEMENT (“Agreement”) is made and entered into as of this ___ day of _____ 2013, between the City of North Miami, a Florida municipal corporation with a principal address of 776 NE 125th Street, North Miami, Florida (“City”), and LBS Services, Inc., a for-profit corporation organized and registered to do business in the State of Florida, having its principal business address at 2977 McFarlane Rd., S. 303, Coconut Grove, Florida (“Consultant”). The City and Consultant shall collectively be referred to as the “Parties”, and each may individually be referred to as a “Party”.

RECITALS

WHEREAS, the City administration is desirous of acquiring professional consulting services to ascertain the feasibility of facilitating the opening of a public charter school at the Claude Pepper Park site; and

WHEREAS, the City administration wishes to engage the consulting services of a professional consultant, well versed in the requirements and interaction between the public sector and private segments of public charter schools, including charter school lenders and developers; and

WHEREAS, LBS Services, Inc. (“Consultant”), possesses unique skills, knowledge, relationships and experience to execute the Scope of Services required by this Agreement; and

WHEREAS, the City Manager has determined that it is in the best interest of the City to enter into an agreement with Consultant for the provision of Services, in accordance with the terms and specifications contained in this Agreement.

NOW, THEREFORE, in consideration of the mutual terms and conditions set forth herein and other good and valuable consideration, the Parties hereto agree as follows.

ARTICLE 1 - PURPOSE

1.1 The purpose of the Agreement is to acquire professional charter school consulting services from the Consultant for the coordination of the City’s exploratory phase of facilitating the opening of a public charter school at the Claude Pepper Park site, in the manner more fully described in Article 2 below.

ARTICLE 2 - SCOPE OF SERVICES

2.1 Consultant shall provide the necessary planning and development services to obtain the requisite cooperation between the City, the School Board of Miami-Dade County, Colleges/Universities, charter school lenders, builders and managers, as well as other interested and affected parties and stakeholders. Such services shall include work for the purpose of promoting and achieving the City’s objectives including, but not limited, to the following:

2.1.1 Meet with designated City officials to explain different options and timelines related to the City’s participation in a new public charter school.

- 2.1.2 Clarify goals and expectations and identify a common vision.
- 2.1.3 Develop a detailed timeline for the initial three (3) month exploratory phase.
- 2.1.4 Identify all interested and affected public and private institutions and individuals.
- 2.1.5 Facilitate meetings with public and private sector officials.
- 2.1.6 Meet with members of the community and a representative groups of parents to develop a participatory and inclusive process.
- 2.1.7 Assist City officials in obtaining a deeper understanding of the available educational options to the community and the potential role of a new charter school in meeting the identified needs of the community.
- 2.1.8 Develop a budget for the proposed charter school.
- 2.1.9 Identify potential partnership opportunities with public and private sector entities and individuals.
- 2.1.10 Develop projected student growth, geographic distribution and concentration of schools/enrollment (current and projected).
- 2.1.11 Resolve any other educational issues as may be identified by the City.

2.2 Consultant shall perform Services in accordance with the degree of care and skill ordinarily exercised by reputable members of its profession.

2.3 Consultant represents and warrants to the City that: (i) Consultant possesses all qualifications, licenses and expertise required for the provision of Services, with personnel fully licensed by the State of Florida; (ii) Consultant is not delinquent in the payment of any sums due the City, including payment of permit fees, local business taxes, or in the performance of any obligations to the City; (iii) all personnel assigned to perform Services (if any) shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; (iv) the Services will be performed in the manner and at such times and locations as described by the City for the budgeted amount; and (v) the person executing this Agreement on behalf of Consultant is duly authorized to execute same and fully bind Consultant as a Party to this Agreement.

ARTICLE 3 – TERM OF AGREEMENT

3.1 Subject to authorized adjustments, the Term of Agreement shall be three (3) months from the date of execution. The Consultant agrees that the performance of Services shall be pursued on schedule, diligently and uninterrupted at a rate of progress which will reasonably ensure full completion of Services within the agreed time for performance.

ARTICLE 4 – COMPENSATION

4.1 The Consultant shall be compensated an amount not to exceed Fifteen Thousand and no/100 Dollars (\$15,000.00), payable in three (3) equal installments of Five Thousand and no/100 Dollars (\$5,000.00) each, for Services rendered in the manner specified in this Agreement.

4.2 Funding for this Agreement is contingent on the availability of funds and the Agreement is subject to amendment or termination due to lack of funds or a reduction of funds, upon ten (10) days written notice to Consultant.

ARTICLE 5 - INDEPENDENT CONSULTANT

5.1 Consultant has been procured and is being engaged by the City as an independent contractor, and not as an agent or employee of the City. Accordingly, Consultant shall not attain, nor be entitled to, any rights or benefits under the Civil Service or Pension Ordinances of the City, nor any rights generally afforded classified or unclassified employees of the City.

ARTICLE 6 - CITY'S TERMINATION RIGHTS

6.1 The City shall have the right to terminate this Agreement, in its sole discretion at any time, with or without cause, upon ten (10) days written notice to Consultant. In such event, the City shall pay Consultant compensation for Services rendered prior to the effective date of termination. The City shall not be liable to Consultant for any additional compensation, loss of profits, or for any consequential or incidental damages.

ARTICLE 7 – NOTICE

7.1 All notices, demands, correspondence and communications between the City and Consultant shall be deemed sufficiently given under the terms of this Agreement when dispatched by mail or facsimile, addressed as follows:

For Consultant: LBS Services, Inc.
Attn: Frank Bolaños, President
2977 McFarlane Rd., S. 303
Coconut Grove, FL 33173

To City: City of North Miami
776 N.E. 125th Street
North Miami, Florida 33161
Attention: City Manager

With a copy to: City of North Miami
776 N.E. 125th Street
North Miami, Florida 33161
Attention: City Attorney

7.2 Either Party may at any time designate a different address and/or contact person by giving notice as provided above to the other Party. Such notices shall be deemed given upon receipt by the addressee.

ARTICLE 8 - INDEMNIFICATION

8.1 The Consultant shall defend, indemnify and hold harmless the City, its officers and employees from and against any and all claims, costs, losses and damages including, but not limited to reasonable attorney's fees, caused by the negligent acts or omissions of the Consultant, its officers, directors, agents, partners, subcontractors, employees and managers in the performance of the Services under this Agreement.

8.2 Nothing contained in this Agreement is any way intended to be a waiver of the limitation placed upon the City's liability as set forth in Chapter 768, Florida Statutes.

ARTICLE 9 - PUBLIC RECORDS

9.1 Consultant understands that the public shall have access, at all reasonable times, to all documents and information pertaining to City contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the City and the public to all documents subject to disclosure under applicable law.

ARTICLE 10 - MISCELLANEOUS PROVISIONS

10.1 This Agreement constitutes the sole and entire agreement between the Parties. No modification or amendments to this Agreement shall be binding on either Party unless in writing and signed by both Parties.

10.2 This Agreement shall be construed and enforced according to the laws of the State of Florida. Venue in any proceedings between the Parties shall be in Miami-Dade County, Florida.

10.3 The Consultant agrees to comply with and observe all applicable federal, state, and local laws, rules, regulations, codes and ordinances, as they may be amended from time to time.

10.4 Services shall not be subcontracted, transferred, conveyed, or assigned under this Agreement in whole or in part to any other person, firm or corporation without the prior written consent of the City.

10.5 This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same Agreement.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Parties have executed this Agreement by their respective proper officers duly authorized the day and year first written above.

ATTEST:

LBS Services, Inc., a for-profit corporation:

Corporate Secretary or Witness:

"Contractor":

By: _____

By: _____

Print Name: _____

Print Name: _____

Date: _____

Date: _____

ATTEST:

City of North Miami, a Florida municipal Corporation: **"City"**

By: _____

By: _____

Michael A. Etienne
City Clerk

Stephen E. Johnson
City Manager

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____

Regine M. Monestime
City Attorney