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THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA
DISTRICT/SCHOOL OPERATIONS
AFFILIATING AGREEMENT
FOR EDUCATIONAL SERVICES AT

☐ ON-CAMPUS LOCATIONS
☑ OFF-CAMPUS LOCATIONS

Instructions: Complete this form for agreements between Miami-Dade County Public Schools, public agencies and private businesses to offer educational programs.

This Affiliating Agreement is entered into on this 1st day of August, 20 2018 by and

Between City of North Miami (North Miami Public Library) (Name of Organization), 776 NE 125th Street (Address),

North Miami, FL 33161 (City/State/Zip Code), hereinafter referred to as the Organization and The School

Board of Miami-Dade County, Florida, for North Miami Adult Education Center

TERMS OF AGREEMENT

The agreement shall commence on January 7th, 2019 and shall terminate on

July 31, 2019.

NATURE OF ORGANIZATION'S SERVICE

The City of North Miami Library provide library services to the residens in the community. These services include, but are not limited to, circulation procedures, data research, technology usage, adult education classes, etcetera.

ORGANIZATION	SCHOOL BOARD OF MIAMI-DADE COUNTY FLORIDA
Lucia Gonzalez Contact Person	Dr. Todd Meiklejohn, Assistant Principal Contact Person
(305) 891-5535 Phone Number	(305) 981-6774 Phone Number
Fax Number	(305) 895-6248 Fax Number

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DESCRIPTION OF WHAT THE CENTER WILL PROVIDE

(See Section 1 of Attachment which is attached hereto and incorporated herein by reference.)

DESCRIPTION OF WHAT THE ORGANIZATION WILL PROVIDE

(See Section 2 of Attachment which is attached hereto and incorporated herein by reference.)

CANCELLATION

This agreement may be terminated by either party by giving thirty (30) days written notice to the other party.

INDEMNIFICATION

Subject to the limitations of Florida Statute 768.28, the School Board of Miami-Dade County, Florida, hereinafter referred to as the School Board, agrees to indemnify and hold harmless the Organization from and against any and all claims, suits, actions, damages, or causes of action arising out of the negligent acts of the School Board arising out of or in connection with the provisions of this agreement.

The Organization agrees to indemnify, hold harmless and defend the School Board from and against any and all claims, suits, actions, damages, or causes of action arising out of the negligent acts of the Organization arising out of or in connection with the provisions of this agreement. If the Organization is a state agency or subdivision as defined in section 768.28, Florida Statutes, nothing herein shall be construed to extend the Organization's liability beyond that provided in section 768.28, Florida Statutes.

GOVERNING LAW & VENUE

This agreement shall be construed in accordance with the laws of the State of Florida. Any dispute with respect to this agreement is subject to the laws of Florida, venue in Miami-Dade County. Each party shall be responsible for its own attorney's fees and costs incurred as a result of any action or proceeding under this agreement.

CONFIDENTIALITY OF STUDENT RECORDS

Organization understands and agrees that it is subject to all School Board policies relating to the confidentiality of student information. Organization acknowledges and agrees to comply with the Family Educational Rights and Privacy Act ("FERPA") and all state and federal laws relating to the confidentiality of student records.

ACCESS TO RECORDS/FLORIDA'S PUBLIC RECORDS LAWS

Organization understands the broad nature of these laws and agrees to comply with Florida's Public Records Laws and laws relating to records retention. The Organization shall keep and maintain public records required by the School Board to perform the service. The Organization shall keep records to show its

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compliance with program requirements. Organizations 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 Organization 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. Organization 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 Organization does not transfer the records to the public agency. The Organization 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 Organization or keep and maintain public records required by the School Board to perform the service. If the Organization transfers all public records to the School Board upon completion of the contract, the Organization shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Organization keeps and maintains public records upon completion of the contract, the Organization 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 ORGANIZATION 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, prr@dadeschools.net, and 1450 NE 2 Avenue, Miami, Florida 33132.

BACKGROUND SCREENING

The parties agree that each of its employees, or representatives who has direct contact with students, must comply with the requirements of Jessica Lunsford Act, 1012.465 F.S.

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INSURANCE

Prior to commencing the services under this agreement, the Organization shall obtain and maintain without interruption Commercial General Liability Insurance with limits of no less than $300,000 per occurrence. If the Organization provides transportation services of students under this agreement, the Organization shall obtain and maintain without interruption Automobile Liability Insurance with limits of no less than $300,000 combined single limit "The School Board of Miami-Dade County, Florida" shall be shown as additional insured with regard to the liability insurance. As evidence of the insurance coverage, the Organization shall furnish a fully completed certificate of insurance signed by an authorized representative of the insurance company providing such coverage. If the Organization is a state agency or subdivision as defined by section 768.28, Florida Statutes, the Organization shall furnish, upon request, written verification of the liability protection in accordance with section 768.28, Florida Statutes.

DocuSigned by:
Larry M. Spring, Jr., City Manager
C23984DEA2724CF...

Organization Representative Signature

1/10/2019
Date

Larry M. Spring Jr., City Manager
Print Name

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA

Superintendent of Schools or Designee — Date

Chief Administrator/Region Director — Date

Center Principal — 11/26/18 Date

Risk Management — Date

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

School Board Attorney — Date

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ATTACHMENT

DESCRIPTION OF WHAT NORTH MIAMI ADULT EDUCATION CENTER WILL PROVIDE

North Miami Adult Education Center will:

- Provide qualified instructors to teach English Speaker of Other Languages (ESOL).
- Supervise instruction, curriculum content and delivery.

DESCRIPTION OF WHAT THE ORGANIZATION WILL PROVIDE

Your organization will:

- Provide a room that will accommodate 20 or more students in an area that will have little to no disruptions (e.g. classroom, activity room, auditorium, etc.)
- Provide electricity, furniture and any custodial services that are needed and/or required.
- Provide teachers access to a telephone for local calls.
- Notify the school in the event of any special activities or events that will disrupt the normal schedule of class.
- Have a classroom set up prior to the scheduled class time.

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CITY OF NORTH MIAMI:

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: DocuSigned by: Jeff P.H. Cazeau, Esq., City Attorney
8AF8443D714D491...

Jeff P. H. Cazeau
City Attorney

ATTEST:

By: DocuSigned by: Michael A. Etienne, Esq., City Clerk
2C7010872EE8414...

Michael A. Etienne
City Clerk