



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

THIS AGREEMENT, entered into this _____ day of _____, 20____, 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 _____ hereinafter referred to as “Contractor” whose principal address is _____.

1. **Scope of Work:** The Contractor shall provide the software and perform the services set forth in the Quote attached hereto and incorporated herein as Exhibit A. In the event a conflict exists between this Agreement and the terms set forth in Exhibit A; this Agreement shall control the issue.
2. **Term of Agreement:** The term shall be set forth in Exhibit A. 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, compensate the Contractor as set forth in Exhibit A. Procurement Authority to enter into this Agreement shall be _____ .
Is this Agreement funded by COVID-19 stimulus funds? Yes No
4. **Confidentiality of Student Records:** A Data Sharing Agreement must be executed by both Parties prior to the sharing of student data.
5. **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.
6. **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 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.
7. **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 claim or demand arising out of, resulting from or incidental to Contractor’s performance under this Agreement.
8. **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 the 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.
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. Compliance with laws and Board Policies: As per Florida Statutes, as amended from time to time, I Certify Registration and Use of Employment "Status Verification System": The Status Verification System, also referred to as "e-verify", only applies to Agreements using federal funds. I certify to 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. 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.
11. 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: _____
Contact's Name/Title: Attention: _____
Address: _____

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 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: _____
Department Director: Attention: _____
Address: _____

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

12. 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.

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, and 1450 NE 2 Avenue, Miami, Florida 33132.

13. Entire Agreement It is understood and agreed that this Agreement contains the complete understanding and agreement of the parties. 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.

