

**STANDARD ADDENDUM TO AGREEMENTS WITH
THE SCHOOL BOARD OF HERNANDO COUNTY, FLORIDA**

WHEREAS, the undersigned parties have entered into the following Agreement or Contract _____; and,

WHEREAS, the Agreement sets forth the general terms and conditions of the relationship between the parties; and,

WHEREAS, the parties acknowledge the School Board is the contracting authority for the School District of Hernando County, Florida and there are certain standard contract terms expected to be in every agreement by the School Board; and,

WHEREAS, the parties desire to make these standard terms part of their Agreement by executing this Addendum.

IT IS THEREFORE AGREED BY THE PARTIES to amend their Agreement as follows:

1. The contractor hereby agrees to indemnify, defend and hold the School Board harmless from and against any and all damages of any nature whatsoever which are caused or materially contributed to by the negligent, reckless or intentional acts of the Indemnifying Party.

If the Agreement requires the School Board to indemnify, defend or hold harmless the other party, then all interested parties specifically agree that such indemnification, defense, or hold harmless is specifically defined and limited as set forth in this provision: As provided for under common law, and to the extent specifically authorized by *Section 768.28, Florida Statutes*, the School Board hereby agrees to indemnify and hold the other party hereto harmless from and against all damages of any nature whatsoever which are caused or materially contributed to by the negligent acts of any officer, employee, and agent or other representative of the School Board and which are not caused or materially contributed to by any officer, employee, agent or other representative of the indemnified. It is further agreed that liability and exposure for indemnification (including, but not limited to the amounts of any indemnification owed by a governmental entity) will be limited to and governed by the provisions of *Section 768.28 (5), Florida Statute*.

2. The parties agree to each pay their own attorneys' fees and costs relative to the negotiation of the Agreement and this Addendum and in relation to any action to enforce the terms of either document.

3. All persons providing goods or services to the School Board pursuant the Agreement shall undergo the necessary background screening (if any) at their own cost before coming onto School Board property.

4. Any confidentiality provisions in the Agreement shall be read in harmony with Florida's Public Records Act, Chapter 119, Florida Statutes. No provisions in the Agreement can be exercised to frustrate the requirements of the law for the release of records.

5. If the Contractor receives any student information / records as a result of this agreement, it will maintain any such information / records as confidential and will not release same to any third parties without the express written approval of the School District. Contractor furthermore agrees to maintain and utilize all such student information/records in accordance with the FERPA regulations and only as provided for in the Agreement and this Addendum. If student information/records are requested by way of subpoena or court order, Contractor shall notify the School District of such request in writing including a copy of the subpoena or order and shall otherwise comply with the FERPA regulations.

6. If the Agreement requires the expenditure of funds for more than one fiscal year, the Agreement shall include a provision for its termination without cause with thirty (30) days notice.

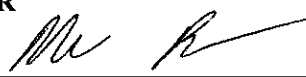
7. Any conflict between the terms of this Addendum and the parties original Agreement are to be resolved in favor of this Addendum.

8. The parties recognize that the School Board is a governmental entity, subject to Florida law regarding public access to records under Florida Statute, Chapter 119. As such, the Parties agree that only such information as is exempt and confidential under the provisions of law shall be considered confidential under the Term of this agreement. To the extent Contractor provides School Board any information which it believes is confidential or exempt, Contractor shall notify School Board of the specific information that it believes is confidential, as well as the basis for the exemption.

9. To the extent Contractor maintains information which is subject to a public record request, it shall provide the public access to such records in accordance with, and subject to the applicable statutory terms and fees. Failure to do so will be considered a material breach of the original Agreement resulting in immediate termination with no penalty to School Board, and Contractor will indemnify and hold the School Board harmless for any and all damages and expenses suffered as a result of the material breach and contract termination.

10. The Agreement and this Addendum are to be construed in accordance with the laws of the State of Florida, and the parties hereby agree that performance of the terms and provisions of this Contract are to be performed within the State of Florida, and the approximate venue shall be in the Fifth Judicial Circuit, in and for Hernando County, Florida.

CONTRACTOR

Signature: 

Printed Name: Nicholas Bates

Title: Chief Financial Officer

Date: May 23, 2019

HERNANDO COUNTY SCHOOL BOARD

Signature: 

Printed Name: Susan D. Duval

Title: Board Chairperson

Date: 7/30/19

Approved as to Form

Nancy McClain Alfonso

General Counsel, HCSB

Mandatory Public Records Language for All District/School Service Contracts

Exhibit _____

Public records compliance. In addition to other contract requirements provided by School Board Policy or State law, the Contractor: must comply with Florida public records laws, including but not limited to chapter 119, Florida Statutes and section 24 of article I of the Constitution of Florida, and specifically agrees to:

- (a) Keep and maintain public records required by the Hernando County School Board (HCSB) in order to perform the service under this agreement;
- (b) Upon request from the HCSB's custodian of public records, provide the HCSB 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 chapter 119, Florida Statutes, 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 HCSB; and
- (d) Upon completion of the contract, transfer, at no cost, to the HCSB all public records in possession of the contractor or keep and maintain public records required by the HCSB to perform the service. If the contractor transfers all public records to the HCSB 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 HCSB, upon request from the HCSB's custodian of public records, in a format that is compatible with the information technology systems of the HCSB.

Failure of the Contractor to abide by the terms of this provision shall be deemed a material breach of this agreement and the HCSB may enforce the terms of this provision in the form of a court proceeding and shall, as a prevailing party, be entitled to reimbursement of all attorney's fees and costs associated with that proceeding. This provision shall survive any termination or expiration of the contract.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 919 N. BROAD STREET, BROOKSVILLE, FL 34601, jordan_k@hcsb.k12.fl.us or (352) 797-7009.

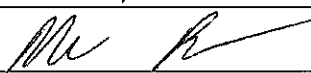
Approved as to Form

Nancy McClain Affonso

General Counsel, HCSB

Vendor Name:

Achieve3000, Inc

By: 

Chief Financial Officer